AGREEMENT FOR SETTLEMENT OF LITIGATION

This Agreement for Settlement of Litigation (the "Agreement") is made and entered into as of this 15th 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 "CLIPI" 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 Exactions 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 Judgment 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
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
HEDGES, Powe & Caldwell,
A professional corporation,
Attorneys for Petitioners

Dated: October 18, 1990

By Carlyle Hall
HALL & PHILLIPS
Attorneys for Petitioners

Dated: October 18, 1990
EXHIBIT A

Draft Stipulation

[To Be Provided By MTP-PV]
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


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.

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 \( \frac{1}{3} \) 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.
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.
SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

FRIENDS OF BALLONA WETLANDS, et al.,
Petitioners/Plaintiffs,
v.
THE CALIFORNIA COASTAL COMMISSION,
Respondent/Defendant.
COUNTY OF LOS ANGELES, et al.,
Real Parties in Interest.

Case No. C525 826
STIPULATION FOR ENTRY OF JUDGMENT

DATE:________________________________ TIME:_________________
DEPT: 81
ADDITIONAL COUNSEL

John K. Van DeKamp
CALIFORNIA ATTORNEY GENERAL
N. Gregory Taylor
ASSISTANT ATTORNEY GENERAL
Steven H. Kaufmann
DEPUTY ATTORNEY GENERAL
3580 Wilshire Boulevard
Los Angeles, CA 90010
(213) 736-2136
Attorneys for Respondents
CALIFORNIA COASTAL COMMISSION,
STATE OF CALIF., GRAY DAVIS
and FIRST NATIONWIDE SAVINGS

LATHAM & WATKINS
David H. Vena
Robert K. Break
Daniel E. Corey
633 W. 5th Street, Suite 4000
Los Angeles, CA 90071-2466
(714) 540-1235 / (213) 485-1234
Attorneys for Real Party In
Interest MAGUIRE THOMAS
PARTNERS-PLAYA VISTA

ASSISTANT CITY ATTORNEY
Edward Dygert
1700 City Hall East
200 North Main Street
Los Angeles, CA 90071
(213) 485-5449
Attorneys for Real Party
in interest the CITY OF
LOS ANGELES

SMITH, MORROW & PADLESCAT
Randall R. Morrow
801 S. Grand Ave., Ste.
Los Angeles, CA 90012
(213) 895-5140
Attorneys for Real Party in
Interest SO. CALIF. GAS CO.

De Witt W. Clinton,
COUNTY COUNSEL
Charles J. Moore,
PRINCIPAL DEPUTY COUNTY
COUNSEL
648 Hall of Administration
500 W. Temple Street
Los Angeles, CA 90012

HILL, FARRER & BURRILL
Darlene Fischer Phillips
Dean E. Dennis
445 S. Figueroa, 34th Floor
Los Angeles, CA 90071
(213) 620-0460
Attorneys for County
TABLE OF CONTENTS

1.0 Definitions .................................................. 4

1.1 "Application(s)" ........................................... 4

1.2 The "Application Schedule" ............................... 5


1.4 "Ballona Wetlands" .......................................... 5

1.5 "Building and Improvement Standards" ................. 5

1.6 "CEQA" ................................................................ 6

1.7 "City" ............................................................... 6

1.8 "City's LUP" .................................................... 6

1.9 "Coastal Commission" ......................................... 6

1.10 "Condition(s)" ................................................. 6

1.11 "Controller" ................................................... 6

1.12 "Council Office" .............................................. 6

1.13 "County" ........................................................ 6

1.14 "County's LUP" ................................................. 6

1.15 "Develop" or "Development" ............................... 6

1.16 "Development Exactions" .................................. 7

1.17 "Effective Approval Date" .................................. 7

1.18 "Eight-Acre Parcel" ......................................... 7

1.19 "EIR(s)" .......................................................... 8

1.20 "Existing Development Approvals" ....................... 8

1.21 "Effective Land Use Regulations" ....................... 8

1.22 "Infrastructure Improvements" ......................... 8

1.23 "Judgment" .................................................... 8

1.24 "Land Use Regulations" .................................... 8

1.25 "Laws" ........................................................... 9

1.26 "Local Public Agency" ....................................... 9

[1.27 "Marina By-pass Alternative" ......................... 9

1.28 "Marina del Rey" ............................................ 9

1.29 "Marina Plan" ................................................ 10

1.30 "MTP-PV" ........................................................ 10

1.31 "Nexus Test" .................................................. 10

1.32 "Non-Party Agency(ies)" .................................. 10

1.33 "Obligation(s)" ............................................... 10

1.34 "Party" or "Parties" .......................................... 11

1.35 "Permitted Development Exactions" .................... 11

1.36 "Permitted Interim Development" ....................... 11

1.37 "Petitioners" ................................................ 11

1.38 "Playa Vista" .................................................. 11

1.39 "Project" ........................................................ 11

1.40 "Public Agency(ies)" ....................................... 11

1.41 "Purchase and Exchange Agreement" ................... 11

1.42 "Recycling Facilities" ..................................... 12

1.43 "Referee" ...................................................... 12

1.44 "Regulatory Approval(s)" .................................. 12

1.45 "Revised Playa Vista Plan" ............................... 12

1.46 "Stipulation" .................................................. 12

1.47 "Trustee" ........................................................ 12

1.48 "Unpermitted Development Exaction(s)" ................ 13
<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.49</td>
<td>&quot;Wetlands Foundation&quot;</td>
<td>13</td>
</tr>
<tr>
<td>1.50</td>
<td>&quot;Wetlands Guidelines and Policies&quot;</td>
<td>13</td>
</tr>
<tr>
<td>1.51</td>
<td>&quot;Wetlands Restoration Plan&quot;</td>
<td>14</td>
</tr>
<tr>
<td>1.52</td>
<td>&quot;Wetlands Trustees&quot;</td>
<td>14</td>
</tr>
<tr>
<td>2.0</td>
<td>Purpose and Intent</td>
<td>14</td>
</tr>
<tr>
<td>3.0</td>
<td>Permitted Interim Development</td>
<td>16</td>
</tr>
<tr>
<td>4.0</td>
<td>Development and Financing of Infrastructure Improvements</td>
<td>17</td>
</tr>
<tr>
<td>4.1</td>
<td>MTP-PV's Obligation</td>
<td>17</td>
</tr>
<tr>
<td>4.2</td>
<td>Public Financing Mechanism</td>
<td>17</td>
</tr>
<tr>
<td>5.0</td>
<td>Formulation of Wetlands Restoration Plan</td>
<td>18</td>
</tr>
<tr>
<td>6.0</td>
<td></td>
<td>18</td>
</tr>
<tr>
<td>7.0</td>
<td>Rights to Develop, Reservations, Limitations and Exceptions</td>
<td>19</td>
</tr>
<tr>
<td>8.0</td>
<td>Obligations of the Parties</td>
<td></td>
</tr>
<tr>
<td>8.1</td>
<td>[When ascertained, objectives within Marina del Rey and the Marina Plan will be inserted, as appropriate.]</td>
<td>21</td>
</tr>
<tr>
<td>8.2</td>
<td>Obligations of the Public Agencies</td>
<td>21</td>
</tr>
<tr>
<td>8.3</td>
<td>Obligations of MTP-PV</td>
<td>24</td>
</tr>
<tr>
<td>8.4</td>
<td>Obligations of Petitioners</td>
<td>26</td>
</tr>
<tr>
<td>8.5</td>
<td>Obligations of Controller</td>
<td>29</td>
</tr>
<tr>
<td>9.0</td>
<td>Purchase and Exchange for Area C</td>
<td>29</td>
</tr>
<tr>
<td>10.0</td>
<td>Findings by the Court</td>
<td>29</td>
</tr>
<tr>
<td>11.0</td>
<td>Court's Continuing Jurisdiction</td>
<td>31</td>
</tr>
<tr>
<td>12.0</td>
<td>Referee</td>
<td>32</td>
</tr>
<tr>
<td>12.1</td>
<td>Appointment of Referee</td>
<td>32</td>
</tr>
<tr>
<td>12.2</td>
<td>Replacement of Referee</td>
<td>32</td>
</tr>
<tr>
<td>12.3</td>
<td>Authority of Referee</td>
<td>33</td>
</tr>
<tr>
<td>12.4</td>
<td>Procedures for Referee</td>
<td>36</td>
</tr>
<tr>
<td>13.0</td>
<td>Permitted Delays</td>
<td>37</td>
</tr>
<tr>
<td>14.0</td>
<td>Subsequent Laws</td>
<td>38</td>
</tr>
<tr>
<td>14.1</td>
<td>Suspension of Affected Provisions</td>
<td>38</td>
</tr>
<tr>
<td>14.2</td>
<td>Parties to Meet and Confer</td>
<td>38</td>
</tr>
<tr>
<td>14.3</td>
<td>Extension of Time</td>
<td>39</td>
</tr>
<tr>
<td>Section</td>
<td>Page</td>
<td></td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>------</td>
<td></td>
</tr>
<tr>
<td>15.0 Processing During Third Party Litigation</td>
<td>39</td>
<td></td>
</tr>
<tr>
<td>16.0 Term of Stipulation</td>
<td>39</td>
<td></td>
</tr>
<tr>
<td>17.0 Conditions</td>
<td>40</td>
<td></td>
</tr>
<tr>
<td>18.0 Petitioners' Remedies</td>
<td>42</td>
<td></td>
</tr>
<tr>
<td>19.0 MTP-PV Remedies</td>
<td>42</td>
<td></td>
</tr>
<tr>
<td>19.1 Vacate Judgment</td>
<td>42</td>
<td></td>
</tr>
<tr>
<td>19.2 Remedies for Assured Rights</td>
<td>43</td>
<td></td>
</tr>
<tr>
<td>20.0 City's Remedies</td>
<td>44</td>
<td></td>
</tr>
<tr>
<td>21.0 County's Remedies</td>
<td>44</td>
<td></td>
</tr>
<tr>
<td>22.0 Rights to Cure</td>
<td>44</td>
<td></td>
</tr>
<tr>
<td>23.0 Effect of Remedies</td>
<td>45</td>
<td></td>
</tr>
<tr>
<td>24.0 General Releases</td>
<td>45</td>
<td></td>
</tr>
<tr>
<td>25.0 Authorization</td>
<td>45</td>
<td></td>
</tr>
<tr>
<td>26.0 Additional Documents and Instruments</td>
<td>46</td>
<td></td>
</tr>
<tr>
<td>27.0 Cooperation of the Parties</td>
<td>46</td>
<td></td>
</tr>
<tr>
<td>28.0 Waiver; Remedies Cumulative</td>
<td>46</td>
<td></td>
</tr>
<tr>
<td>29.0 Transfers, Assignments and CC&amp;Rs</td>
<td>48</td>
<td></td>
</tr>
<tr>
<td>29.1 Right to Assign</td>
<td>48</td>
<td></td>
</tr>
<tr>
<td>29.2 Release Upon Transfer</td>
<td>49</td>
<td></td>
</tr>
<tr>
<td>30.0 Attorneys' Fees and Referees' Fees</td>
<td>49</td>
<td></td>
</tr>
<tr>
<td>30.1 Costs of Settlement and Litigation</td>
<td>49</td>
<td></td>
</tr>
<tr>
<td>30.2 Payment to Prevailing Party</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td>30.3 Payment of Referees' Fees</td>
<td>51</td>
<td></td>
</tr>
<tr>
<td>30.4 Scope of Fees</td>
<td>51</td>
<td></td>
</tr>
<tr>
<td>31.0 Recordation of Stipulation</td>
<td>51</td>
<td></td>
</tr>
<tr>
<td>31.1 MTP-PV to Record</td>
<td>51</td>
<td></td>
</tr>
<tr>
<td>31.2 To Run with the Land</td>
<td>52</td>
<td></td>
</tr>
<tr>
<td>31.3 Rights of Lienholders</td>
<td>52</td>
<td></td>
</tr>
<tr>
<td>32.0 Notices</td>
<td>52</td>
<td></td>
</tr>
<tr>
<td>Section</td>
<td>Title</td>
<td>Page</td>
</tr>
<tr>
<td>---------</td>
<td>--------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>33.0</td>
<td>Negation of Partnership</td>
<td>54</td>
</tr>
<tr>
<td>34.0</td>
<td>No Third Party Beneficiary</td>
<td>54</td>
</tr>
<tr>
<td>35.0</td>
<td>Severability</td>
<td>54</td>
</tr>
<tr>
<td>36.0</td>
<td>Exhibits</td>
<td>55</td>
</tr>
</tbody>
</table>
A. On or about December 7, 1984, Petitioners filed a Petition for Writ of Mandate in the above-entitled action (the "Action"), challenging the Coastal Commission's approval and certification of the County's Marina del Rey/Ballona Land Use Plan.

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

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

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

   (2) Restoration of the Ballona Wetlands;

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

   (4) Elimination from Playa Vista of a regional shopping center and reduction of ______ square feet of retail development;

   (5) Elimination from Playa Vista of high rise commercial office buildings and reduction of ______ square feet of commercial office development;

   (6) Reduction of traffic and impacts on regional roadways through the reconfiguration of development within Playa Vista and the reduction of commercial office and retail development;
(7) Creation within Playa Vista of a significantly improved jobs-housing balance; and
(8) Creation within Playa Vista of additional affordable housing units.

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

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

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

G. Petitioners and MTP-PV have determined that Development of Playa Vista consistent with the Revised Playa Vista Plan and restoration of the Ballona Wetlands consistent
with the Wetlands Guidelines and Policies (set forth below) will
achieve and implement their common goals of preserving and
maintaining the Ballona Wetlands. Petitioners and MTP-PV desire
to work together, along with representatives of the Controller
and the Council Office, to develop and implement the Wetlands
Restoration Plan consistent with the Wetlands Guidelines and
Policies.

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

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

J. In light of the public benefits contemplated under
the Revised Playa Vista Plan and the urgent need to restore the
deteriorating Ballona Wetlands, the Public Agencies have
determined to process and review all Applications for Regulatory
Approvals in as timely a manner as possible, while maintaining
their full legislative and/or quasi-judicial discretionary
authority to grant or deny portions or all of the Regulatory
Approvals.
K. Petitioners and the Local Public Agencies recognize that Development of Playa Vista requires substantial early and large capital expenditures and investments with respect to the restoration and expansion of the Ballona Wetlands and the construction and installation of major infrastructure and facilities of sufficient capacity to serve Playa Vista.

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

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

IT IS HEREBY AGREED as follows:

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

1.1 "Application(s)" means all applications, submittals and requests to Public Agencies and Non-Party Agencies for Regulatory Approvals, including all documents, reports, maps, plans,
studies, and other similar information submitted in seeking such Regulatory Approvals.

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

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

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

1.5 "Building and Improvement Standards" means Laws, of general application establishing requirements and standards for the building, construction, and installation of structures and associated improvements, such as and including, without limitation, building, plumbing, mechanical, grading and fire codes.
1.6 "CEQA" means the California Environmental Quality Act, Public Resources Code Sections 21000, et seq.

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

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

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

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

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

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

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

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

1.15 "Develop" or "Development" means the construction, repair or replacement of structures, improvements and facilities comprising the Project, including, without limitation, the
construction of both on and off-site infrastructure and public facilities relating to the Project. "Develop" or "Development" shall also mean the timing, phasing, sequencing and rate of such improvement of the Project in accordance with the schedule of Development set forth in Exhibit D.

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

1.17 "Effective Approval Date" means that certain date for each Regulatory Approval granted by a Local Public Agency in connection with the Revised Playa Vista Plan and the Wetlands Restoration Plan on which such Regulatory Approval becomes final with no further right of administrative appeal. For example, if a specific plan for Area D is approved for the Project, the date on which administrative appeal rights to challenge the approval of the specific plan have expired shall be the Effective Approval Date for the specific plan, unless an appeal has been filed with the City to challenge the specific plan, in which event the date upon which that appeal has been determined without further right of administrative appeal shall be the Effective Approval Date for the specific plan.
1.18 "Eight-Acre Parcel" means that certain approximately eight-acre parcel of land within Area B more specifically depicted on Exhibit B-2 and described on Exhibit C-1.

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

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

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

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

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

1.24 "Land Use Regulations" means Laws, which govern the permitted uses of land, the density and intensity of use, and the design, improvement, and construction standards and
specifications applicable to the Development of the Project, including, without limitation: general plans, community plans, specific plans, zoning ordinances, planned community district ordinances, tentative, vesting tentative and final subdivision maps, parcel maps, conditional and special use permits, variances, elements of Local Coastal Programs, development moratoria, growth management and phase development programs, Laws, Development Exactions, subdivision and park codes and Building and Improvement Standards. The term "Land Use Regulations" does not include, however, Laws relating to the conduct of business, professions and occupations generally, taxes and assessments (other than Development Exactions), Laws for the control and abatement of nuisances, and any exercisable power of eminent domain.

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

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

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

[1.28 "Marina del Rey" means that certain real property depicted in the Site Map attached hereto as Exhibit B-3.]
[1.29 "Marina Plan" means the County's land use plan for Marina del Rey, setting forth the future expansion and the kind, location and intensity of land uses within Marina del Rey, land use maps, and permitted densities for Marina del Rey, all as set forth in Exhibit F attached hereto, including the Marina By-Pass Alternative.]

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

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

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

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

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

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

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

1.37 "Petitioners" means the petitioners in this Action.

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

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

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

1.41 "Purchase and Exchange Agreement" means that certain
agreement by and among MTP-PV, the Trustee and the Controller in
substantially the form of Exhibit I attached hereto,
memorializing the parties' agreement for a land purchase and exchange involving Area C and a portion of Area B.

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

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

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

1.45 "Revised Playa Vista Plan" means the master plan of development for Playa Vista as described in Exhibit D, attached hereto, 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 graphic depictions, permitted uses, street alignments and open space area designations in Exhibit D are approximate and subject to modification as a result of further engineering and design of the Project through the Regulatory Approval process.

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

1.47 "Trustee" means First Nationwide Savings, a federal savings and loan association.
1.48 "Unpermitted Development Exaction(s)" means (i) a Development Exaction that does not meet the Nexus Test in connection with a Development Exaction imposed by a Local Public Agency and (ii) a Development Exaction that is not consistent with constitutional, statutory or decisional law in connection with a Development Exaction imposed by the Coastal Commission.

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

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

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

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

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

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

(v) the mechanism for the financing of and the scope of MTP-PV's funding commitment for the Wetlands Restoration Plan; and
(vi) the interim authority of and planning efforts to be undertaken by representatives of MTP-PV, Petitioners, the Controller and the Council Office, prior to the appointment of the Wetlands Trustees.

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

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

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

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

B. To maintain the Public Agencies' discretionary authority as legislative and/or quasi-judicial 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 prejudice 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
the right to invoke this Court's injunctive and equitable powers to enforce this assured right;

[E. To provide assurances to the County that denial of the Application for Approval of the Marina Plan will give rise to the termination of this Stipulation.];

F. To provide assurances to MTP-PV and Petitioners that the Applications necessary to obtain the Regulatory Approvals for the Revised Playa Vista Plan and the Wetlands Restoration Plan will be processed in as timely a manner as possible by the Public Agencies; and

G. To provide for appointment of a Referee to assist in the administration and implementation of this Stipulation and to resolve any conflicts that may arise concerning interpretation or implementation of this Stipulation.

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

A. Whether or not the Revised Playa Vista Plan is ultimately approved, MTP-PV will seek Regulatory Approvals for, and upon obtaining such approvals
expeditiously commence Development of those portions of the Ballona Wetlands restoration identified in Exhibit K.

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

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

4.0 Development and Financing of Infrastructure Improvements.

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

4.2 Public Financing Mechanism. The Parties acknowledge that to finance the cost of the Infrastructure Improvements and the Recycling Facilities, MTP-PV intends to use certain public financing mechanisms, including, without limitation, formation of community facilities districts pursuant to the Mello-Roos Community Facilities Act of 1982 (California Government Code
§ 53311 et seq., as amended). The City and County will cooperate with MTP-PV and use their best faith efforts, including, without limitation, the entry into joint powers agreements to the extent necessary to facilitate the formation of Mello-Roos community facilities districts or other assessment districts to issue bonds to finance portions or all of the Infrastructure Improvements. Nothing in this Section 4(2) shall abridge the City and County's discretion in evaluating the financial merits of any such bonds to be issued, or the merits of entering into such joint powers agreements.

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

6.0 Use of Eight-Acre Parcel. MTP-PV and Petitioners agree that the Eight-Acre Parcel shall be Developed by MTP-PV only for the uses and subject to the restrictions set forth in Exhibit L attached hereto. MTP-PV will cause covenants, conditions, restrictions and equitable servitudes running with
the land substantially in the form of Exhibit L attached hereto
to be recorded against the Eight-Acre Parcel.

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

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

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

B. Laws which are consistent with the Effective Land
Use Regulations and the intent and terms of this
Stipulation and which do not materially interfere
with or establish limitations upon the Development of Playa Vista or the rate or phasing of such Development.

C. Existing and future state and federal Laws, together with any Land Use Regulations required thereby to be undertaken to comply with such state and federal Laws which are reasonable and consistent with the assurances provided to MTP-PV under this Stipulation. If any such state or federal Laws or Land Use Regulations prevents compliance with any provisions of this Stipulation, such provisions will be modified or suspended as may be necessary to comply with the state and federal Laws, and the remaining provisions of this Stipulation will remain in effect to the extent that the performance of such remaining provisions would be consistent with the intent of this Stipulation.

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

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

(1) significantly reducing the amount of land within Playa Vista usable for structures and improvements;
(2) limiting the density and intensity of Development or the rate or phasing of Development within Playa Vista; or
(3) significantly decreasing the amount of Wetlands.

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

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

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

8.0 Obligations of the Parties.

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

8.2 Obligations of the Public Agencies. The Parties acknowledge that coordination of the processing of Applications through the Public Agencies and Non-Party Agencies will be complex, and that each Public Agency’s actions with respect to the Applications may be dependent on prior, concurrent or
subsequent actions of other Public Agencies and Non-Party Agencies. Accordingly, to facilitate this complex process, the Parties agree that the following will be the Obligations of the Public Agencies:

A. Process Applications and review all documentation related to the Applications in as timely a manner as possible and use its good faith efforts to do so within the time periods set forth in the Application Schedule.

B. Timely notice and hold all public hearings required for the review of the Applications consistent with legal requirements and the Application Schedule.

C. Issue permits that may be granted by the Public Agency at the earliest possible date consistent with the legal authority of the Public Agency.

D. In processing the Applications, the Public Agency will cooperate with all other Public Agencies and Non-Party Agencies to advance review and processing of the Applications in as timely a manner as possible.

E. The City will support any Permitted Interim Development consistent with the Revised Playa Vista Plan by expeditiously processing MTP-PV's application for approval of subdivision maps, plot plans, and issuance of building permits pursuant to Existing Development Approvals and intervening Regulatory Approvals. [These sections will be 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
proposed Falmouth Avenue extension across the Wetlands, and

(4) support the Marina By-Pass Alternative.

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

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

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

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

B. Submit to the appropriate Public Agencies and Non-Party Agencies in a timely manner the Applications for Regulatory Approvals. [These sections will be appropriately revised to reflect MTP-PV'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]

C. Comply 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. 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
assigning adequate personnel who will expeditiously file and diligently prosecute approval of necessary Applications with the appropriate Public Agencies and Non-Party Agencies to obtain approval of and public financing for the Recycling Facilities. So long as MTP-PV has used its "best faith efforts" to obtain the necessary Regulatory Approvals 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. MTP-PV's obligation to use its "best faith efforts" to obtain the Regulatory Approvals for the Recycling Facilities shall terminate:

(1) when 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, 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 not have substantial adverse impacts on the Wetlands.

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

A. Use their best efforts in good faith cooperation with representatives of MTP-PV, the Controller and
the Council Office expeditiously to formulate the
Wetlands Restoration Plan and the organizational
structure of the Wetlands Foundation consistent
with the Wetlands Guidelines and Policies.

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

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

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

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

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

The obligation in Section 8.4(B) above is limited
to providing, at MTP-PV's request, a knowledgeable
representative of Petitioners to present written or
oral communication and testimony to Public Agencies
and Non-Party Agencies (including, without
limitation, testimony at public hearings) on behalf
of Petitioners. This Obligation shall terminate at
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
restrictions imposed on them by this Section 8.3,) upon the Public Agencies' compliance with legal requirements related to the approval process, including, without limitation, submitting comments to draft EIRs.

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

   A. perform its obligations under the Purchase and Exchange Agreement; and

   B. designate a representative to work with representatives of Petitioners, MTP-PV and the Council Office to formulate a Wetlands Restoration Plan and the organizational structure of the Wetlands Foundation consistent with the Wetlands Guidelines and Policies.

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

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

   A. The settlement of this Action in the manner set forth herein is in the best interests of the Parties, the general public, and all other persons
and entities directly or indirectly affected by this Action.

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

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

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

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

D. This Court has jurisdiction to determine any matter directly or indirectly relating to, arising out of, or affecting implementation of this Stipulation.

This jurisdiction extends to any person or entity
instituting an action or proceeding that directly, indirectly or collaterally attacks or affects the successful implementation of this Stipulation.

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

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

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

(2) appoint a Judge "for all purposes" to rule on any matter raised. It is the intent of
the Parties subject only to the Court's availability, to have the appeal of any ruling of the Referee submitted to the Court for prompt determination;

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

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

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

12.2 Replacement of Referee. If the Referee is unable to continue as the Referee at anytime during the term of this Stipulation, the Parties shall attempt to reach unanimous agreement upon a successor. If the Parties are unable to so
agree within 30 days from the date of the Court's notice of the
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 previous Referee.

12.3 Authority of Referee. The Parties agree 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 this 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
this Stipulation during the preceding
quarter and anticipated to be taken in the
following quarter; and

(2) a notice informing the Referee of the
completion of each item listed in the
Application Schedule.
The Referee will have the right to expand or modify the scope of the reports and notices required under this Section 12.3(B) to better effectuate this Stipulation, so long as it would not become unduly burdensome on the Parties.

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

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 the comments to the draft EIR,

(7) determinations 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 this Stipulation.

F. Upon the request of the Petitioners or MTP-PV, 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 a Party, to rule on issues
relating to the award and payment of attorneys'
fees and costs pursuant to this Stipulation.

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

I. 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 this Stipulation.

J. 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
Development Exaction.

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

A. The Referee will adhere to the rules of the Court
and the California Evidence Code concerning any
matter submitted before him/her.

B. The Referee will hear and issue a ruling on any
matter submitted to him/her by any Party or any
third party within 15 days from the submission of
the matter to the Referee. All rulings of the
Referee will be binding upon all of the Parties and
any third parties to whom the Court's continuing
jurisdiction may extend by operation of law or by
the consent of such third parties.

C. The Referee's ruling(s) affecting actions to be
undertaken by the Southern California Gas Company
will be subject to any approvals required by the
California Public Utilities Commission.

D. No ruling by the Referee shall have the effect of
interfering with the legislative and/or
quasi-judicial discretionary authority of the
Coastal Commission, except to the extent otherwise
vested in a Court of competent jurisdiction.
E. All proceedings before the Referee will be transcribed by a court reporter unless waived by all Parties.

F. No discovery will be permitted in any proceeding before the Referee unless it is an action brought by a third party otherwise having the right to discovery, in which event all Parties to such action will be entitled to discovery as permitted by law.

G. Appeals of a ruling of the Referee will be submitted solely to the Court retaining jurisdiction of this Action.

H. If an appeal of a Referee's ruling is not filed with the Court within ten days of notice of issuance by the Referee, the ruling will be deemed a final ruling of the Court.

I. Any ruling of the Referee will be without prejudice to any third party to pursue remedies available at law to review a decision of a Public Agency, subject to this Court's continuing jurisdiction in this Action and its authority to join third party actions to this Action to the fullest extent permitted under law.

13.0 Permitted Delays. Performance by any Party of its responsibilities under this Stipulation and the satisfaction of any Condition will be excused, and the time periods set forth in the Application Schedule and the term of this Stipulation will be
extended only to the extent necessary upon notice by a Party to all of the parties of the occurrence of:

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

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

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

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

14.0 Subsequent Laws.

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

14.2 Parties to Meet and Confer. Each of the Parties will have the right to challenge any such new Law or injunction which prevents compliance with the terms of this Stipulation and, if 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.
17.0 **Conditions.** The Parties acknowledge that Petitioners, MTP-PV, the City and the County have each entered into this Stipulation for the purpose of achieving certain interests in the Development of Playa Vista and Marina del Rey in the manner set forth in the Revised Playa Vista Plan, the Wetlands Restoration Plan and the Marina Plan. The Parties further acknowledge that approval of and Development pursuant to these plans may not be accomplished due to contingencies beyond their control. Accordingly, the following shall constitute Conditions to the validity of the Judgment:

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

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

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

D. Imposition of less than the Permitted Development Exactions.

E. Imposition of more than the Permitted Development Exactions.

F. The establishment or creation of certain public financing mechanisms to finance Infrastructure 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 validly 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.
18.0 Petitioners' Remedies. Petitioners have the right to vacate the Judgment upon the non-fulfillment of those certain Conditions set forth in Sections 17(A) through 17(D), inclusive, 17(H) and 17(I) of this Stipulation. Petitioners right to vacate the Judgment in accordance with this Section 18.0 shall expire and be of no further effect at such time as:

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

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

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

19.0 MTP-PV Remedies.

19.1 Vacate Judgment. MTP-PV has the right to vacate the Judgment upon the non-fulfillment of any of the Conditions set
forth in Section 17 of this Stipulation, except for Section 17(D), upon the earlier of:

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

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

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.

19.2 Remedies for Assured Rights. If a Local Public Agency fails to issue a permit, approval, order, or take other necessary action to effectuate the Revised Playa Vista Plan pursuant to a granted Regulatory Approval(s), MTP-PV will have the right to an immediate entry of the Court's injunctive order directing such Public Agency to do so. Notwithstanding the foregoing, this Section 19.2 shall not be interpreted to preclude a Local Public Agency's exercise of a subsequent discretionary action required by law.
20.0 City's Remedies. The City has the right to vacate the Judgment upon the non-fulfillment (for reasons beyond the City's control) of the Conditions set forth in Sections 17(B), 17(C), 17(H), and 17(I) with respect to approval of the Wetlands Restoration Plan.

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

22.0 Rights to Cure. No Party may seek to vacate or assert any right based on a defect arising from the non-fulfillment of a Condition or on the breach of this Stipulation by another Party, unless the vacating 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 the time stated in this Section 22.0, the rights to vacate or assert any right based on the defect may thereafter be fully exercised. Non-fulfillment of the following Conditions is deemed to be incurable, unless the Party or Parties having the right to vacate or assert a right based on such non-fulfillment either waive the fulfillment of such Condition(s) or consent to its cure:

A. Denial of an Application; and
B. Imposition of more or less than the Permitted Development Exactions

23.0 Effect of Remedies. 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 this Stipulation, in which event the Parties will insofar as possible be fully restored to their respective positions in this Action without prejudice. If MTP-PV vacates this Judgment because of the non-fulfillment of a Condition in accordance with this Stipulation, MTP-PV shall be entitled to regain all of the funds it has committed for the restoration of the Ballona Wetlands (including any irrevocable funding for the Wetlands Restoration Plan), except for the amount MTP-PV has committed or expended toward interim Ballona Wetlands restoration and planning as set forth in the Wetlands Guidelines and Policies. If a Party other than MTP-PV vacates this Stipulation because of the non-fulfillment of a Condition in accordance with this Stipulation, all Regulatory Approvals granted shall survive the vacation of this Stipulation.

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

25.0 Authorization. Each Party has expressly authorized its attorney to execute this Stipulation on its behalf and bind it and its respective heirs, executors, administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint
venturers, insurance carriers and any others who may claim through it to this Stipulation.

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

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

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

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

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

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

A. Failure by a Party to insist upon the strict 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.
E. All of the remedies permitted or available to a Party under this Stipulation or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

29.0 Transfers, Assignments and CC&Rs.

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

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

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

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

30.0 Attorneys' Fees and Referees' Fees.

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

30.2 Petitioners' Fees. The Petitioners are entitled to:

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

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

(1) the fees and costs arise from representation of the Petitioners at hearings or meetings before the appropriate Public Agencies in
connection with the approval process for the
Revised Playa Vista Plan and the Wetlands
Restoration Plan, and

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

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

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

30.2 Payment to Prevailing Party. If any Party brings an
action or proceeding (including, without limitation, any
cross-complaint, counterclaim, third-party claim or contested
matter before the Referee) against another Party by reason of
defaults or breach, or otherwise arising out of this Stipulation
or seeks the Referee's ruling on any contested matter, the
prevailing Party in such action or proceeding shall be entitled
to its costs and expenses of suit including, without limitation,
reasonable attorneys' fees and, in the case of MTP-PV, fees of
the Referee, with the following exceptions:

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

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

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

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

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

31.0 Recordation of Stipulation.

31.1 MTP-PV to Record. Upon the entry of the Judgment,
MTP-PV shall cause the recordation of this Stipulation and
Judgement in the official records of the Los Angeles County
Recorder's office.
31.2 To Run with the Land. This Stipulation and Judgment shall run with the land, and be binding upon all successors, heirs and assigns of the Parties. Upon the expiration or termination of this Stipulation MTP-PV or its successors or assigns may apply to the Referee to record a Notice of Termination of this Stipulation in the official records of the Los Angeles County Recorder's office.

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

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

To Petitioners:

Copies To: Carlyle Hall, Esq.,
Hall & Phillips
10951 West Pico Blvd., 3rd Fl.
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:

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

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

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

To the California 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

To the City of Los Angeles:

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

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

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

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

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

35.0 Severability. If any provision of this Stipulation is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless remain in full force and effect and shall not be affected, impaired, or invalidated.
36.0 Exhibits. This Stipulation includes the following Exhibits which are attached hereto and made a part hereof:

Exhibit "A" Application Schedule
Exhibits "B" Depiction of Areas A, B, C & D
Exhibits "B-1" Depiction of Ballona Wetlands
Exhibits "B-2" Depiction of Eight-Acre Parcel
Exhibits "B-3" [Depiction of Marina del Rey]
Exhibits "C" Description of Areas A, B, C & D
Exhibits "C-1" Description of Eight-Acre Parcel
Exhibit "D" Revised Playa Vista Plan
Exhibit "E" Infrastructure Improvements—(Regional Circulation, and Proposed Ecological Infrastructure)
Exhibit "F" [Marina Plan] [Marina By-pass alternative]
Exhibit "G" Nexus Test
Exhibit "H" Permitted Development Exactions
Exhibit "I" Purchase and Exchange Agreement
Exhibit "J" Wetlands Guidelines and Policies
Exhibit "K" Interim Development
Exhibit "L" Uses and Restrictions on Eight-Acre Parcel
Exhibit "M" General Releases
Exhibit "N" Schedule of Attorneys' Fees Payments

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:

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

By
Carlyle Hall
HALL & PHILLIPS
Attorneys for Petitioners

STATE OF CALIFORNIA RESPONDING
PARTIES:

By
Steven H. Kaufmann
Deputy Attorney General
Attorneys for Respondents

COUNTY OF LOS ANGELES:

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:

By
Edward Dygert
Assistant City Attorney
Attorneys for Real Party in
Interest the City of Los
Angeles
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
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]
EXHIBIT B-2

Depiction of Eight-Acre Parcel

[To be provided]
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.]
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 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 will be included in the Final Stipulation. The CC&R's will be recorded upon final approval of the Revised Playa Vista Plan.
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.)
EXHIBIT G

Nexus Test

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

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

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

If the Local Public Agency imposes a fee as a condition of Development within Playa Vista after meeting the Nexus Test, the Local Public Agency will deposit, invest, account for, and 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 years of receipt of the fees, all pursuant to California Government Code §§ 66001 through 66006, inclusive. Also, MTP-PV shall have the right to request an audit to determine whether any fee or charge levied by the Local Public Agency exceeds the amount reasonably necessary to cover the cost of the service or product for which the fee was imposed.

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

Permitted Development Exactions

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.]
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.)
EXHIBIT L

Uses and Restrictions on Eight-Acre Parcel

The Eight-Acre Parcel Land will be divided into two four-acre parcels with four acres to be reserved for Ballona Wetlands related activities (the "Wetlands Related Area") 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 will be used solely for landscaped surface parking (the "Parking Area") to serve businesses and multi-family residential buildings on Culver Boulevard. A ___ 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. The configuration of the Eight-Acre Parcel is depicted in Schedule 1 attached hereto.

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.

At such time as MTP-PV constructs the Parking Area, it will designate fifteen reserved parking spaces within the Parking Area closest to the Ballona Wetlands 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 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]
EXHIBIT M

General Releases

[This Exhibit will have further detailed as appropriate]

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

Waiver of Civil Code Section 1542

The Parties to this Stipulation expressly, knowingly 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."

(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.]

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 - Víctor 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
- 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)
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)

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.”

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 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 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 dewatered 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"

TO VIEW BALLONA ECOLOGICAL RESERVE PHOTOS CLICK HERE: https://www.flickr.com/gp/stonebird/2B49Dz

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

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

Contacts
Grassroots Coalition (GC)
Jeanette Vosburg, Outreach Coordinator
310-721-3512
jeanette@saveballona.org

Business Wire®
A Berkshire Hathaway Company

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
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/7 DeaEn
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

Roughly 100,000-200,000 cubic feet of water is thrown away each rain event shown here.

2-17-17 Again submerged
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.
### Ballona Aquifers from CDM Playa Vista Draft Environmental Impact Report

<table>
<thead>
<tr>
<th>Approximate Elevation (Feet MSL)</th>
</tr>
</thead>
<tbody>
<tr>
<td>+200</td>
</tr>
<tr>
<td>+100</td>
</tr>
<tr>
<td>0</td>
</tr>
<tr>
<td>-100</td>
</tr>
<tr>
<td>-200</td>
</tr>
</tbody>
</table>

**Formations:**
- **Recent Alluvium**
- **Upper Bellflower (Clay and Silt Clay)**
- **Lower Bellflower (Silty Sand)**
- **Lakewood FM/Recent Alluvium**
- **Ballona Aquifer (Sand and Gravel)**
- **San Pedro Formation**
- **Silverado Aquifer (Sand and Silty Sand)**
- **Pico Formation**
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.

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

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

Final – August 10, 1990
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, PL5 5810
Expiration date 9-30-96
EXHIBIT D-1

Revised Playa Vista Plan

The Revised Playa Vista plan as currently proposed by MTP-PV and concurred with by Petitioners 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, 2,753 market residential units, 487 affordable residential units, 35,000 square feet of retail area, and 300 hotel rooms. Phase I construction would take approximately four years from the date of Regulatory Approval of the tentative map covering that phase.

Phase II:
Phase II will include the remainder of the Revised Playa Vista Plan as follows: 3,775,000 square feet of new office space, 8,363 market residential units, 1,476 affordable residential units, 860,000 square feet of retail area, 750 hotel rooms and 600-840 boat slips. Phase II construction would take approximately 7 years from the date of Regulatory Approval of the tentative map covering that phase.
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 of 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 traffic 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. Setbacks 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.
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 or any of its controlled affiliates 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 the subdivision and specific plan amendment 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 $112,192,056. 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 $5,000,000 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 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 7.2(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 I 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-FV. 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, occupations, 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 uncorrected 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.

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, 1993 and the Initial Payment Date is February 15, 1993 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 2 - 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, acknowledgment 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 N, 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.

(a) Wetlands Restoration Costs. All costs incurred by MTP-PV or assessed against any portion of Playa Vista in connection with creating 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.

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 54.81 ACRE TRACT OF THE LAND ALLOTTED TO RAMONA S. DE MACHADO BY THE DEED OF PARTITION OF A PORTION OF THE RANCHO LA BALLONA, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, TO BE SHOWN ON THE MAP RECORDED IN BOOK 5 PAGE 206 ETSEQ., 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 CITY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT STA NO. 15 (LLB. 18) ON SOUTHERLY LINE OF RANCHO LA BALLONA STA 15 BALLONA ON NORTHERLY LINE OF BLOCK 41 IN THE TOWN OF PORT BALLONA M/L BR. 1843.18 FEET NORTHERLY BLOCK 41, M/L BR. 1843.18 FEET NORTHERLY LINE OF BLOCK 41 IN THE TOWN OF PORT BALLONA M/L 15 47/90, THENCE NORTH 79°04'35" EAST, 30.68 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. 90/P, IN THE CITY OF LOS ANGELES, AS SHOWN ON A MAP RECORDED IN BOOK 148, PAGES 11 TO 36, INCLUSIVE OF MAPS, RECORDS OF SAID COUNTY, THENCE PROCEEDING SOUTH 89°45'34" EAST 140.56 FEET ALONG SAID EASTERNLY RIGHT-OF-WAY TO THE BEGINNING OF A CURVE CONCERNING THE NORTHWEST AND HAVING A RADIUS OF 25.00 FEET, THENCE SOUTH 86°18'45" EAST, 62.86 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 97°22'07" TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID GABOR Drive, THENCE NORTH 57°01'20" EAST, 265.20 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE BEGINNING OF A CURVE CONCERNING THE NORTHWEST AND HAVING A RADIUS OF 241.00 FEET, THENCE NORTH 48°15'06" EAST, 65.67 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 79°57'32" TO THE SOUTH-EASTERLY CORNER OF LOT 6, THENCE NORTH 80°06'16" WEST, 84.43 FEET ALONG THE SOUTHEASTERLY LINE OF SAID LOT 6 TO THE NORTHERLY CORNER OF SAID LOT 6, SAID POINT ALSO BEING THE SOUTHERLY LINE OF SAID RANCHO LA BALLONA; THENCE NORTH 79°04'35" EAST, 140.56 FEET ALONG SAID SOUTHERLY LINE TO STA NO. 14 (LLB. 14), THENCE SOUTH 52°39'57" EAST, 131.77 FEET ALONG SAID SOUTHERLY LINE TO STA NO. 13 (LLB. 13), THENCE SOUTH 80°06'12" WEST, 395.72 FEET ALONG SAID SOUTHERLY LINE TO STA NO. 12 (LLB. 12), THENCE NORTH 52°39'57" EAST, 221.21 FEET ALONG SAID SOUTHERLY LINE TO THE SOUTHEASTERNLY LINE OF LAND DESCRIBED IN BOOK 7445 AT PAGE 77 AND TO THE BEGINNING OF A CURVE CONCERNING THE NORTHWEST AND HAVING A RADIUS OF 841.22 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 31°26'20" WEST, THENCE NORTHEASTERLY 44.56 FEET ALONG SAID RIGHT-OF-WAY CURVE THROUGH A CENTRAL ANGLE OF 94°47'34" THENCE NORTH 38°45'46" WEST, 800 FEET (WIDE) ALONG SAID RIGHT-OF-WAY LINE TO THE SOUTHEASTERLY LINE OF LAND DESCRIBED AS PARCEL 4A IN A DEED RECORDED IN BOOK 1860 AT PAGE 385 OF OFFICIAL RECORDS OF SAID COUNTY, THENCE NORTH 28°45'46" WEST, 330.00 FEET ALONG SAID LINE; THENCE NORTH 75°33'45" WEST, 69.86 FEET ALONG SAID LINE TO A POINT LOCATED ON THE SOUTHERLY RIGHT-OF-WAY OF JEFFERSON BOULEVARD (100 FEET WIDE) ALONG THE SOUTHEASTERLY LINE OF LAND DESCRIBED IN A DEED RECORDED IN BOOK 3636 AT PAGE 124 AND THE SOUTHEASTERLY LINE OF LAND DESCRIBED AS PARCEL 23 IN A DEED RECORDED IN BOOK 3387 AT PAGE 860 BOTH OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 67°14'33" WEST, 1352.20 FEET ALONG SAID SOUTHEASTERLY LINE; THENCE SOUTH 28°45'46" EAST 1244.94 FEET TO THE POINT OF BEGINNING.

THIS LEGAL DESCRIPTION AS DESCRIBED IS DELIMITED 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, LS 5912
LICENSE EXPIRES 6-30-91

94MY004.025

TATTN JTR DOCUMENT 212
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 or 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. Basement 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

Basement. 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 2, AT PAGES 204 TO 207 INCLUSIVE OF MISCELLANEOUS RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL A:

BEGINNING AT THE MOST NORTHEASTERLY CORNER OF LOT 2 AS SHOWN ON A MAP OF TRACT NO. 25165, RECORDED IN BOOK 2, AT PAGES 204 TO 207 INCLUSIVE OF MISCELLANEOUS RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING ALSO ON THE SOUTHWESTERN 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, THERE FROM SOUTH 89°14'13" EAST, 280.11 FEET, WEST FROM NORTH 59°24'10" EAST, 103.00 FEET; THERE FROM SOUTH 89°14'13" EAST, 280.11 FEET; THERE FROM WEST 59°24'10" NORTH, 103.00 FEET; THERE FROM EAST 89°14'13" NORTH, 280.11 FEET; THERE FROM NORTH 59°24'10" WEST, 103.00 FEET TO THE BEGINNING OF A CURVE, HAVING A RADIUS OF 195.00 FEET AND CONCAVING TO THE NORTHWEST, THERE ACROSS SAID CURVE AND RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 10°13'40" TO A POINT ON THE SOUTHWESTERN LINE OF THE LAND DESCRIBED IN A DEED RECORDED IN BOOK 3791 AT PAGE 597, OFFICIAL RECORDS OF SAID COUNTY, SEEING SOUTH 89°31'36" WEST, 27.66 FEET ALONG SAID SOUTHWESTERN LINE TO THE WESTERN PART OF SAID LAND, THENCE SOUTH 59°53'36" EAST, 60.00 FEET ALONG THE SOUTHWESTERN LINE OF SAID LAND TO THE SOUTHWESTERN RIGHT-OF-WAY LINE OF CULVER BOULEVARD, THENCE SOUTH 89°14'13" WEST, 40.00 FEET ALONG SAID RIGHT-OF-WAY TO THE BEGINNING OF A CURVE, HAVING A RADIUS OF 190.00 FEET AND CONCAVING TO THE SOUTHWESTERNLY, AND HAVING A RADIUS OF 60.00 FEET, THENCE SOUTHWESTERLY 395.35 FEET ALONG SAID CURVE AND RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 29°10'49" TO A POINT ON THE SOUTHWESTERN LINE OF THE BALLONA CHANNEL 360.00 IN WIDTH AS DESCRIBED IN THE DEED OF CONVEYANCE TO LOS ANGELES COUNTY FLOOD CONTROL DISTRICT RECORDED IN BOOK 1843, PAGE 181, OFFICIAL RECORDS OF SAID COUNTY, THENCE ALONG SAID SOUTHWESTERN LINE OF BALLOMA CHANNEL SOUTH 59°15'31" WEST 395.36 FEET TO THE INTERSECTION WITH THE SOUTHWESTERNLY LINE OF SAID LOT 2 OF TRACT NO. 25165.

CONTAINS 69.2766 ACRES MORE OR LESS

PARCEL B:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERNLY RIGHT-OF-WAY LINE OF THE BALLONA CHANNEL (82 FEET WIDE) AND THE SOUTHWESTERNLY RIGHT-OF-WAY LINE OF LINCOLN BOULEVARD (100 WIDE), THENCE SOUTH 59°15'31" WEST, 220.06 FEET ALONG THE SOUTHWESTERNLY RIGHT-OF-WAY LINE OF BALLONA CHANNEL TO A POINT ON A CURVE IN THE SOUTHWESTERNLY RIGHT-OF-WAY LINE OF CULVER BOULEVARD, CONCAVE TO THE EAST, HAVING A RADIUS OF 60.00 FEET AND TO WHICH A RADIUS LINE BEARS NORTH 59°24'10" WEST, THENCE ALONG SAID CURVE AND RIGHT-OF-WAY 250.43 FEET THROUGH A CENTRAL ANGLE OF 31°28'34", THENCE NORTH 89°31'36" EAST, 111.26 FEET TO A POINT ON SAID SOUTHWESTERNLY RIGHT-OF-WAY OF LINCOLN BOULEVARD CURVE AND CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 190.00 FEET AND TO WHICH A RADIAL LINE BEARS NORTH 59°15'31" EAST, THENCE SOUTHWESTERLY ALONG SAID CURVE AND RIGHT-OF-WAY LINE 315.56 FEET THROUGH A CENTRAL ANGLE OF 8°12'35" TO THE POINT OF BEGINNING.

CONTAINS 3.93414 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:

[Signature]

EDWARD J. STEWART
EDWARD J. STEWART, 19192
MY LICENSE EXPIRES: 6-30-91
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 26, 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
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.
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 laws 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.

EXHIBIT J
(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
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 eelgrass restoration on approximately eight acres along the eastern 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 A 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.

EXHIBIT J
(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.
BALLONA WETLANDS
RESTORATION GOALS AND OBJECTIVES


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

TATTN JTR DOCUMENT 326
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 reconstitute 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
the restoration program to test proposed concepts of the proposal.

d. To document the environmental baseline and changes in the system following restoration.

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 L

Use 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 reasonable 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 1/3 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 though 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.

Prepared for
Save Ballona Wetlands

Salt Marsh Restoration Alternatives
May 31, 1995
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.

Prepared for
Save Ballona Wetlands

Salt Marsh Restoration Alternatives
May 31, 1995
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.

Prepared for Save Ballona Wetlands
Salt Marsh Restoration Alternatives May 31, 1995
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, Hastings' 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. This 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.
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

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

* 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

Prepared for
Save Ballona Wetlands

Salt Marsh Restoration Alternatives
May 31, 1995
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

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

**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 flappgates 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 southeastern 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

<table>
<thead>
<tr>
<th>Habitat Type</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wetlands</td>
<td></td>
</tr>
<tr>
<td>Subtidal</td>
<td>21.0</td>
</tr>
<tr>
<td>Intertidal Mudflat</td>
<td>44.5</td>
</tr>
<tr>
<td>Lower/Middle Salt Marsh</td>
<td>63.5</td>
</tr>
<tr>
<td>High Salt Marsh</td>
<td>39.7</td>
</tr>
<tr>
<td>Non-Tidal Pickleweed</td>
<td>2.1</td>
</tr>
<tr>
<td>Peripheral Halophyte Zone</td>
<td>17.4</td>
</tr>
<tr>
<td>SubTotal</td>
<td>188.2</td>
</tr>
</tbody>
</table>

| Uplands                             | 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.

Prepared for
Save Ballona Wetlands

Salt Marsh Restoration Alternatives
May 31, 1995

11
Table 5: Summary of the Approximately Number of Acres Associated with Each Habitat Type to be Found in a Full-Tidal Restored Wetlands

<table>
<thead>
<tr>
<th>Habitat Type</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wetlands</td>
<td></td>
</tr>
<tr>
<td>Subtidal</td>
<td>13.1</td>
</tr>
<tr>
<td>Intertidal Mudflat</td>
<td>45.8</td>
</tr>
<tr>
<td>Lower/Middle Salt Marsh</td>
<td>35.0</td>
</tr>
<tr>
<td>High Salt Marsh</td>
<td>66.1</td>
</tr>
<tr>
<td>Non-Tidal Pickleweed</td>
<td>21.2</td>
</tr>
<tr>
<td>Peripheral Halophyte Zone</td>
<td>12.2</td>
</tr>
<tr>
<td>SubTotal</td>
<td>193.4</td>
</tr>
<tr>
<td>Uplands</td>
<td>21.1</td>
</tr>
<tr>
<td>TOTAL</td>
<td>214.5</td>
</tr>
</tbody>
</table>

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.

Prepared for
Save Ballona Wetlands

Salt Marsh Restoration Alternatives
May 31, 1995
Displays - Preferred Alternative
Wetland Habitat Distribution
Conceptual Salt Marsh Design
Playa Vista

Legend