

DEVELOPMENT AGREEMENT
by and between
THE COUNTY OF LOS ANGELES
and
UNIVERSAL STUDIOS LLC

77936

DEVELOPMENT AGREEMENT

TABLE OF CONTENTS

	Page
RECITALS	1
1. DEFINITIONS.....	3
1.1. "Agreement"	4
1.2. "Annexation"	4
1.3. "Annexation Property"	4
1.4. "Applicable Rules"	4
1.5. "Board of Supervisors"	4
1.6. "CEQA"	4
1.7. "City"	4
1.8. "City [Q]C2 Area"	4
1.9. "Community Benefits"	4
1.10. "County"	4
1.11. "Detachment"	4
1.12. "Detachment Property"	5
1.13. "Development Agreement Act"	5
1.14. "Development Agreement Ordinance"	5
1.15. "Director of Planning"	5
1.16. "Effective Date"	5
1.17. "Fees"	5
1.18. "FEIR"	5
1.19. "Future Rules"	5
1.20. "General Plan"	5
1.21. "Impact Fees"	5
1.22. "Initial Project Approvals"	5
1.23. "Implementing Approvals"	5
1.24. "Implementing Discretionary Action"	6
1.25. "LAFCO"	6
1.26. "Mitigation Measures"	6
1.27. "MMRP"	6
1.28. "Parties"	6
1.29. "Party"	6
1.30. "Processing Fees"	6
1.31. "Project"	6
1.32. "Project Approvals"	6
1.33. "Property"	6
1.34. "Property Owner"	6
1.35. "Regional Planning Commission"	7
1.36. "Rules, Regulations, and Official Policies"	7
1.37. "Specific Plan" or "Universal Studios Specific Plan"	7

1.38.	“Subsequent Discretionary Action”	7
1.39.	“Term”	7
1.40.	“Uniform Codes”	7
2.	OBLIGATIONS OF PROPERTY OWNER	7
2.1.	Project Development.....	7
2.2.	Timing of Development.....	7
2.3.	Public Benefits	8
2.3.1.	On-site (Business) Signs.....	8
2.3.2.	Community Benefits	8
3.	OBLIGATIONS OF THE COUNTY.....	8
3.1.	Entitlement to Develop	8
3.2.	Changes in Applicable Rules	9
3.2.1.	Special Taxes and Assessments	9
3.3.	Moratoria or Interim Control Ordinances	9
3.4.	Infrastructure Financing.....	10
3.5.	Impact Fees	10
3.6.	Processing Fees.....	10
3.7.	Timeframes and Staffing for Processing and Review.....	10
3.8.	Los Angeles County Flood Control District Permitting and Maintenance Agreement.....	10
4.	ANNEXATION AND DETACHMENT.....	11
4.1.	Annexation and Detachment Actions	11
4.2.	Effectiveness of Agreement as to Detachment Property.	11
5.	ANNUAL REVIEW.....	11
5.1.	Annual Review.....	11
6.	DEFAULT PROVISIONS.....	11
6.1.	General Default Provisions.....	11
6.1.1.	Default.....	11
6.1.2.	Notice of Default.....	12
6.1.3.	Cure Period	12
6.2.	Remedies for Default	12
6.2.1.	Property Owner Default; County Remedies	12
6.2.1.1.	Termination or Modification.....	12
6.2.2.	County Default; Property Owner Remedies	13
6.2.3.	No Monetary Damages	13
6.3.	Termination or Cancellation of the Agreement	13
6.3.1.	Termination Upon Expiration of Term	13
6.3.2.	Cancellation by Mutual Consent.....	13

6.4.	Enforced Delay; Extension of Time of Performance.....	14
7.	GENERAL PROVISIONS.	14
7.1.	Effective Date	14
7.2.	Term.....	14
7.3.	Incorporation of Preamble, Recitals, and Exhibits	14
7.4.	Consistency with General Plan and Applicable Rules.....	14
7.5.	Enforceability of Agreement.....	15
7.6.	Dispute Resolution.....	15
	7.6.1. Informal Dispute Resolution Process.....	15
	7.6.2. Non-Binding Arbitration.....	15
	7.6.3. Non-Binding Arbitration Procedures.....	15
7.7.	Legal Action.....	15
7.8.	Applicable Law.....	15
7.9.	Amendment.....	15
7.10.	Assignment.....	16
7.11.	Covenants.....	16
7.12.	Cooperation and Implementation.....	16
	7.12.1. Processing	16
	7.12.2. Other Governmental Permits	16
	7.12.3. Cooperation in the Event of Legal Challenge.....	17
7.13.	Relationship of the Parties	17
7.14.	Hold Harmless and Insurance.....	17
	7.14.1. Hold Harmless	17
	7.14.2. Insurance.....	18
7.15.	Notices	18
7.16.	Recordation.....	19
7.17.	Constructive Notice and Acceptance.....	19
7.18.	Successors and Assignees.....	19
7.19.	Severability	19
7.20.	Time of the Essence.....	19
7.21.	Waiver.....	19
7.22.	No Third-Party Beneficiaries.....	19
7.23.	Entire Agreement.....	19
7.24.	Construction of Agreement.....	20
7.25.	Discretion to Encumber	20
7.26.	Expedited Processing of Legal Actions	20
7.27.	Entitlement to Written Notice of Default.....	20
7.28.	Counterparts.....	20

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is executed this 30th day of April, 2013, and is effective pursuant to Section 7.1 below, by and between the COUNTY OF LOS ANGELES, a body corporate and a political subdivision of the State of California ("County"), and UNIVERSAL STUDIOS LLC, a Delaware Limited Liability Company ("Property Owner"), pursuant to California Government Code Section 65864 *et seq.*, Title 22, Chapter 22.16, Part 4 of the County Code, and the implementing procedures of the County, with respect to the following:

RECITALS

WHEREAS, to strengthen the public planning process, to encourage private participation in comprehensive planning, and to reduce the economic risk of development, the Legislature of the State of California adopted the Development Agreement Act, which authorizes the County to enter into a property development agreement with any person having a legal or equitable interest in real property for development of such property in order to establish certain development rights in the real property that is the subject of the proposed development project; and

WHEREAS, pursuant to the Development Agreement Act, the County adopted the Development Agreement Ordinance, establishing procedures and requirements for entering into a development agreement with a private developer pursuant to the Development Agreement Act, which agreement vests certain rights and requires a developer to provide certain public benefits beyond those that could otherwise be imposed as conditions of development. The Parties are entering into this Agreement in accordance with the Development Agreement Act and the Development Agreement Ordinance; and

WHEREAS, Property Owner owns in fee or otherwise retains a legal or equitable interest in the Property. Property Owner is developing the Property as described in the Universal Studios Specific Plan approved by the County on April 30, 2013, and provided for by the Project Approvals, which development includes, but is not limited to, the development, expansion, and/or enhancement of studio and motion picture production facilities, entertainment retail venues, entertainment venues, theme park, tram tour, hotel, studio office, and office; and

WHEREAS, Property Owner has proposed the development of the Project, which represents a substantial investment in the County. Property Owner desires to enter into a development agreement with the County in connection with the possible development of the Project, including compliance with the various conditions and requirements of the Project, all of which will result in large expenditures of monies by Universal; and

WHEREAS, to ensure that the County remains responsive and accountable to its residents while pursuing the benefits of development agreements contemplated by the State Legislature, the County: (1) accepts restraints on its police powers contained in the Agreement only to the extent and for the duration required to achieve the mutual objectives of the Parties; and (2) to offset such restraints, seeks public benefits from the Property Owner that go beyond those obtained by traditional County controls and conditions imposed on development project applications; and

77936

WHEREAS, the County, as a responsible agency under CEQA, has considered the environmental impact report (State Clearinghouse No. 2007071036) prepared for the Project and certified on November 14, 2012, by the City of Los Angeles as lead agency pursuant to CEQA for the development of the Property as more fully described therein.

WHEREAS, this Agreement relates to the development of the Property pursuant to "Alternative 10" as identified and analyzed in the FEIR and as set forth in the Universal Studios Specific Plan; and

WHEREAS, the County and Property Owner recognize that the expansion and further development of the Property as provided for by the Project will provide opportunities for continued growth in the studio production, entertainment, and tourism industries, which will further enhance the region's leadership in such industries, will provide basic County infrastructure to support the expanding studio production, entertainment, and tourism industries in the region, will provide new general fund revenues to offset incremental County costs associated with such growth, and will contribute significantly to the economy of the County of Los Angeles, the Southern California region, and California generally; and

WHEREAS, Property Owner wishes to obtain reasonable assurances that the Project may be developed in accordance with the Universal Studios Specific Plan and the terms of this Agreement, as Property Owner anticipates making substantial capital expenditures in reliance upon this Agreement; and

WHEREAS, Property Owner will implement public benefits above and beyond the necessary mitigation for the Project, including the creation of new jobs and the enhancement of the critical studio production, entertainment, and tourism industries in Southern California and funding for various community improvements as set forth in this Agreement, and these public benefits as set forth in this Agreement serve as the consideration upon which the County bases its decision to enter into this Agreement; and

WHEREAS, this Agreement is necessary to assure Property Owner that the Project will not be reduced in density, intensity, or use or be subjected to new or modified rules, regulations, ordinances, or policies adopted or applied to the Project after the Effective Date of this Agreement, unless otherwise allowed by this Agreement, and this assurance serves as the consideration upon which the Property Owner bases its decision to enter into this Agreement; and

WHEREAS, the County and Property Owner have anticipated and planned for the detachment of certain property owned by Property Owner from the City of Los Angeles into the County and for the annexation of certain property owned by Property Owner from the County into the City proposed as part of the Project;

WHEREAS, development of the Project in accordance with this Agreement will provide for the orderly development of the Property in accordance with the objectives set forth in the General Plan and the Universal Studios Specific Plan. Moreover, a development agreement for the Project will eliminate uncertainty in planning for and securing orderly development of the Property, assure installation of necessary improvements, assure attainment of maximum efficient

resource utilization within the County at the least economic cost to its citizens, and otherwise achieve the goals and purposes for which the Development Agreement Act was enacted;

WHEREAS, the implementation of the Universal Studios Specific Plan and related actions will allow further development of the Property consistent with the Project objectives and Specific Plan goals;

WHEREAS, on February 27, 2013, the Regional Planning Commission held a duly noticed public hearing on this Agreement and the related Project Approvals. Following the public hearing, the Regional Planning Commission, acting as a responsible agency on behalf of the County, considered the environmental impact report that was certified for the Project by the City as lead agency under CEQA, adopted the CEQA Findings and Statement of Overriding Considerations, adopted the MMRP, and determined that the Project and the Agreement are, as a whole and taken in their entirety, consistent with the County's objectives, policies, general land uses, and programs specified in the General Plan and the Zoning Code. The Regional Planning Commission adopted resolutions recommending approval of the Project, including this Agreement, to the Board of Supervisors. The Regional Planning Commission transmitted to the Board of Supervisors its findings and recommendations; and

WHEREAS, on April 23, 2013, the Board of Supervisors, having received the Regional Planning Commission's recommendations, held a duly-noticed public hearing on this Agreement and the related Project Approvals. Following the public hearing, the Board adopted the CEQA Findings and Statement of Overriding Considerations and the MMRP, and indicated its intent to approve the Project, including this Agreement, finding that the Agreement is consistent with the General Plan and Zoning Code;

WHEREAS, on April 30, 2013, the Board of Supervisors adopted Ordinance No. **2013-0012** ("Enacting Ordinance"), approving this Agreement and authorizing the Chairman of the Board of Supervisors to execute this Agreement, subject to the receipt by the Executive Officer-Clerk of the Board of the Agreement executed by Property Owner within 30 days of the date of Board approval. The Enacting Ordinance is effective 30 days after the date of approval of such ordinance, provided the executed Development Agreement is received by the Executive Officer-Clerk of the Board within that 30-day time period. The following land use approvals and entitlements relating to the Project were approved by the Board concurrently with this Agreement: the General Plan Amendment (No. 2007-00001-(3)), the Zone Change (No. 2007-00001-(3)), and the Universal Studios Specific Plan (No. 2007-00001-(3)).

AGREEMENT

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Act and the Development Agreement Ordinance, with reference to the foregoing recitals and in consideration of the mutual promises, obligations, and covenants herein contained, the Parties agree as follows:

1. DEFINITIONS.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context requires:

77936

1.1. **"Agreement"** means this Development Agreement and all amendments and modifications thereto.

1.2. **"Annexation"** means the inclusion, attachment, or addition of territory to the City from the County, pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Government Code Section 56017.

1.3. **"Annexation Property"** means that real property owned by Property Owner that is proposed to be annexed to the City from the County, as described in Exhibit B and shown in Exhibit C.

1.4. **"Applicable Rules"** means the Rules, Regulations, and Official Policies in effect as of the Effective Date of this Agreement. For purposes of the convenience of the Parties in administration of this Agreement, the County has separately compiled the Applicable Rules and shall maintain them in an appropriate file indexed to this Agreement. Property Owner has reviewed said compilation. Notwithstanding the foregoing, said compilation is for the convenience of the Parties only and shall not preclude the application to this Agreement of Applicable Rules, whether or not such Applicable Rules are included, in whole or in part, in said compilation.

1.5. **"Board of Supervisors"** means the Board of Supervisors of the County, which is the "legislative body" of the County as referenced in Section 65867 of the Development Agreement Act.

1.6. **"CEQA"** means the California Environmental Quality Act (Cal. Public Resources Code Sections 21000 *et seq.*) and the State CEQA Guidelines (Cal. Code of Regs., Title 14, Sections 15000 *et seq.*).

1.7. **"City"** means the City of Los Angeles, a charter city and municipal corporation.

1.8. **"City [Q]C2 Area"** means the property owned by Universal adjacent to the Specific Plan area and within the boundaries of the City, as depicted on Exhibit H.

1.9. **"Community Benefits"** means the community benefits to be performed by Property Owner in connection with this Agreement as identified in Exhibit G.

1.10. **"County"** means the County of Los Angeles, a body corporate and a political subdivision of the State of California, and each and every agency, department, board, commission, authority, employee, and/or official acting under the authority of the County, including, without limitation, the Board of Supervisors and the Regional Planning Commission.

1.11. **"Detachment"** means the detachment, exclusion, deletion, or removal of territory from the City to the County, pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Government Code Section 56033.

1.12. "Detachment Property" means that real property owned by Property Owner that is proposed to be detached from the City to the County and included in the Property, as described in Exhibit D and shown in Exhibit E.

1.13. "Development Agreement Act" means Article 2.5 of Chapter 4 of Division 1 of Title 7 (Sections 65864 through 65869.5) of the California Government Code.

1.14. "Development Agreement Ordinance" means Chapter 22.16, Part 4 of the Los Angeles County Code.

1.15. "Director of Planning" means the Director of the Department of Regional Planning for the County.

1.16. "Effective Date" is the date on which this Agreement shall be effective in accordance with Section 7.1 hereof.

1.17. "Fees" means Impact Fees, Processing Fees, and any other fees or charges imposed or collected by the County.

1.18. "FEIR" means the Final Environmental Impact Report for the Project, State Clearinghouse No. 2007071036, certified by the City on November 14, 2012, in accordance with the requirements of CEQA.

1.19. "Future Rules" means new or modified Rules, Regulations, and Official Policies adopted by the County after the Effective Date as defined in Section 3.2 hereof.

1.20. "General Plan" means the adopted General Plan for the County.

1.21. "Impact Fees" means impact fees, linkage fees, exactions, assessments or fair share charges, or other similar impact fees or charges imposed on and in connection with new development undertaken pursuant to the Project Approvals by the County pursuant to Rules, Regulations, and Official Policies. Impact Fees do not include (i) Processing Fees or (ii) other Countywide fees or charges of general applicability, provided that such Countywide fees or charges are not imposed on impacts of new development.

1.22. "Initial Project Approvals" means those land use approvals and entitlements relating to the Project that were approved by the Board of Supervisors concurrently with this Agreement, which include the General Plan Amendment (No. 2007-00001-(3)), the Zone Change (No. 2007-00001-(3)), the CEQA Findings and Statement of Overriding Considerations, the MMRP (No. ENV 2007-00014-(3)), and the Specific Plan (No. 2007-00001-(3)), including the Specific Plan Guidelines, which are related thereto and were adopted by resolution.

1.23. "Implementing Approvals" means the permits, approvals, plans, inspections, certificates, documents, licenses, and all other actions required to be taken by the County in order for Property Owner to implement, develop, and construct the Project and implement the Mitigation Measures, including without limitation, building permits, demolition permits, foundation permits, public works permits, grading permits, stockpile permits, encroachment permits, and other similar permits and approvals that are required by the County

Code, Project plans, and Project Approvals to implement the Project and the Mitigation Measures. Implementing Approvals shall not include any Implementing Discretionary Actions.

1.24. "Implementing Discretionary Action" means an action or decision requested by Property Owner in connection with the implementation of the Project Approvals that requires the exercise of judgment or deliberation on the part of the County in the process of approving or disapproving a particular activity, as distinguished from an activity that merely requires the County to determine whether there has been conformity with applicable statutes, ordinances, or regulations.

1.25. "LAFCO" means the Local Agency Formation Commission for the County of Los Angeles.

1.26. "Mitigation Measures" means the mitigation measures described in the FEIR and in the MMRP.

1.27. "MMRP" means the Mitigation Monitoring and Reporting Program for the Project, which was adopted by the County on April 23, 2013, and which is attached hereto and fully incorporated herein as Exhibit F, Mitigation Monitoring and Reporting Program.

1.28. "Parties" means collectively Property Owner and the County.

1.29. "Party" means any one of Property Owner or the County.

1.30. "Processing Fees" means all processing fees and charges required by the County including, but not limited to, fees for land use applications, project permits, building applications, building permits, grading permits, encroachment permits, tract or parcel maps, lot line adjustments, air right lots, street vacations, and certificates of occupancy that are necessary to implement the Project and the Mitigation Measures. Processing Fees do not include Impact Fees, except as specifically provided for in this Agreement.

1.31. "Project" means development within the County on the Property as described in the Initial Project Approvals.

1.32. "Project Approvals" means all of the following: (1) the Initial Project Approvals; (2) any Implementing Approvals; (3) any Implementing Discretionary Actions; and (4) any subsequent approvals required by other state or federal entities for development and implementation of the Project.

1.33. "Property" means the real property owned by Property Owner within the area covered by the Specific Plan and located within the areas of the County, including those areas proposed to be detached from the City and returned to the jurisdiction of the County, all as described in Exhibit A.

1.34. "Property Owner" means Universal Studios LLC and its successors, transferees, and assignees pursuant to assignment in compliance with Section 7.10 below.

1.35. "Regional Planning Commission" means the Regional Planning Commission of the County, which is the "planning agency" of the County, as referenced in Section 65867 of the Development Agreement Act.

1.36. "Rules, Regulations, and Official Policies" means the County rules, regulations, ordinances, laws, and officially adopted policies governing development, including, without limitation, density and intensity of use, permitted uses, the maximum height and size of proposed buildings, the provision for the reservation or dedication of land, if any, for public purposes, the construction, installation, and extension of public improvements, environmental review, and other criteria relating to development or use of real property and which are generally applicable to the Property.

1.37. "Specific Plan" or "Universal Studios Specific Plan" means the Universal Studios Specific Plan approved by the County on April 30, 2013 (No. 2007-00001-(3)).

1.38. "Subsequent Discretionary Action" means an action or decision requested by Property Owner unrelated to the Project or beyond the scope of the Project that requires the exercise of judgment or deliberation on the part of the County in the process of approving or disapproving a particular activity, as distinguished from an activity that merely requires the County to determine whether there has been conformity with applicable statutes, ordinances, or regulations.

1.39. "Term" means the period of time for which this Agreement shall be effective in accordance with Section 7.2 hereof.

1.40. "Uniform Codes" means those building, electrical, mechanical, plumbing, fire, and other similar regulations of a Countywide scope that are based on recommendations of an international, multi-state, or California professional organization or commission and that become applicable throughout the County, such as, but not limited to, the Uniform Building Code, the Uniform Electrical Code, the Uniform Mechanical Code, Uniform Plumbing Code, or the Uniform Fire Code (including those amendments to the promulgated uniform codes that reflect local modification adopted pursuant to the applicable process provided in state law for a local jurisdiction to modify such uniform codes and that are applicable Countywide).

2. OBLIGATIONS OF PROPERTY OWNER.

2.1. Project Development. Property Owner agrees that it will use commercially reasonable efforts, in accordance with its own business judgment and taking into account market conditions and economic considerations, to undertake development of the Project, and that such development shall be undertaken in accordance with the terms and conditions of this Agreement and the Project Approvals. Nothing in this Agreement shall be construed to require Property Owner to proceed with the construction of or any other implementation of the Project or any portion thereof.

2.2. Timing of Development. The parties acknowledge that Property Owner cannot at this time predict when or at what rate the Property would be developed. Such decisions depend upon numerous factors that are not all within the control of Property Owner, such as

market orientation and demand, interest rates, and competition. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal. 3d 465 (1984), that the failure of the parties therein to provide for the timing of development permitted a later adopted initiative restricting the timing of development and controlling the Parties' agreement, it is the intent of Property Owner and the County to hereby acknowledge and provide for the right of Property Owner to develop the Property in such order and at such rate and times as Property Owner deems appropriate within the exercise of its sole and subjective business judgment. The County acknowledges that such a right is consistent with the intent, purpose, and understanding of the Parties to this Agreement; provided, however, that this Section 2.2 does not in any way affect the specific timing or implementation of improvements or other requirements of development to the extent such provisions are set forth in the Specific Plan.

2.3. Public Benefits.

2.3.1. On-site (Business) Signs. Property Owner shall limit "On-site (Business) Signs" (as that term is defined in the Specific Plan) on the Property to those that identify or promote (1) media and entertainment industry products of Universal or its affiliates, (2) products related to the media and entertainment industry that are produced, distributed, or sold within the combined boundaries of the Specific Plan area and the adjacent City [Q]C2 Area, not including products solely displayed in commercials produced therein, (3) media and entertainment industry businesses, services, activities, or events located or conducted within the combined boundaries of the Specific Plan area and the adjacent City [Q]C2 Area, and (4) businesses, services, activities or events conducted or located on a lot in which the Sign is located.

2.3.2. Community Benefits. Property Owner shall perform the Community Benefits identified in Exhibit G to this Agreement.

3. OBLIGATIONS OF THE COUNTY.

3.1. Entitlement to Develop. Property Owner shall have the vested right during the Term of this Agreement to develop the Project in accordance with this Agreement, the Project Approvals, and the Applicable Rules. The Parties acknowledge that Implementing Approvals will be required and Implementing Discretionary Actions may be required for development and implementation of the Project. The County shall process and consider any application for Implementing Approvals and/or Implementing Discretionary Actions in accordance with this Agreement, the Initial Project Approvals, Applicable Rules, and any Future Rules that are made applicable to the Project or Property pursuant to Section 3.2, below. The County agrees that it is bound to permit the uses, density and intensity of such uses, the building heights, and the development standards and design guidelines provided for in this Agreement and the Project Approvals.

The County shall not require Property Owner to obtain any approvals or permits for the development of the Project in accordance with this Agreement other than those permits or approvals that are required by the Project Approvals, the Applicable Rules, and any Future Rules that are made applicable to the Project or Property pursuant to Section 3.2, below. The Parties agree that this Agreement does not modify, alter, or change the County's obligations pursuant to CEQA and acknowledge that Implementing Discretionary Actions and Subsequent Discretionary

Actions may require additional environmental review pursuant to CEQA. In the event that additional environmental review is required by CEQA, the County may utilize tiered environmental documents as provided in California Public Resources Code Sections 21093 and 21094.

3.2. Changes in Applicable Rules. County may adopt new or modified Rules, Regulations, and Official Policies after the Effective Date ("Future Rules"); provided, however, that such Future Rules shall be applicable to the Project or Property only to the extent that such application will not modify, prevent, or impede development of the Project on the Property or conflict with any of the vested rights granted to Property Owner under this Agreement. Any Future Rules shall be deemed to conflict with Property Owner's vested rights if, they seek to limit or reduce the types of uses allowed, the density or intensity of uses permitted, or the building heights allowed, or attempt to alter or modify the development standards or design guidelines, or to limit the timing of the development of the Project, either with specific reference to the Property or as part of a general enactment that applies to the Property. Property Owner may, in its sole discretion, consent to the application to the Project of any Future Rules.

Notwithstanding the foregoing, the County shall not be precluded from applying any Future Rules to the Project or Property under the following circumstances where the Future Rules are: (1) specifically mandated by changes in state or federal laws or regulations adopted after the Effective Date as provided in Government Code Section 65869.5; (2) specifically mandated by a court of competent jurisdiction as applicable to the Project or Property; (3) necessary to protect the public health and safety, and that, except in the event of natural disasters as found by the Board of Supervisors such as floods, earthquakes, and similar acts of God, are generally applicable on a Countywide basis ; and (4) changes, amendments, or modifications to Uniform Codes or to the County's local adoption and/or modification thereof, so long as such Uniform Code has been adopted by the County and is in effect on a Countywide basis. In addition, all specifications, standards, and policies regarding the design and construction of public works facilities, if any, shall be those that are in effect at the time the project plans are being processed for approval and/or under construction, and the design and construction requirements for an individual action under the Project shall be governed by the Uniform Codes then in effect at the time such action is submitted for review and approval, except as otherwise specifically provided for in the Specific Plan.

This Agreement shall not be construed to prevent County from approving, conditionally approving, or denying any Subsequent Discretionary Action on the basis of Applicable Rules or Future Rules.

3.2.1. Special Taxes and Assessments. Property Owner shall have the right, to the extent permitted by law, to protest, oppose and vote against any and all special taxes, assessments, levies, charges, and/or fees imposed with respect to any assessment districts, Mello-Roos, or community facilities districts, maintenance districts, or other similar districts.

3.3. Moratoria or Interim Control Ordinances. In the event an ordinance, resolution, policy, or other measure is enacted, whether by action of the County, by initiative, or otherwise, which relates directly or indirectly to the Project or to the rate, amount, timing,

sequencing, or phasing of the development or construction of the Project on all or any part of the Property or the implementation of the Mitigation Measures adopted in connection with approval of the Project, County agrees that such ordinance, resolution, or other measure shall not apply to the Property or this Agreement, unless such changes are adopted pursuant to Section 3.2, above.

3.4. Infrastructure Financing. If Property Owner undertakes infrastructure financing, such as with the use of Mello-Roos or community facilities districts, the County agrees to cooperate fully in such endeavors and agrees to use good faith efforts to promptly commence and diligently and timely process any related applications.

3.5. Impact Fees. The County shall only impose those Impact Fees with respect to the Project that are in force and effect on the Effective Date and in the amount in effect on the Effective Date. The amount of Impact Fees imposed by the County on the Project may not be increased. The installation of improvements identified in and implemented consistent with the requirements of the MMRP undertaken in connection with the Project shall be accepted by the County in lieu of otherwise applicable Impact Fees. This Agreement shall not limit any impact fees, linkage fees, exaction, assessments, or fair share charges or other similar fees or charges that are imposed by other governmental entities and that the County is required to collect or assess pursuant to applicable law (e.g., school district impact fees pursuant to Government Code Section 65995).

3.6. Processing Fees. Property Owner shall pay all Processing Fees for the Implementing Approvals, Implementing Discretionary Actions, and any Subsequent Discretionary Actions. Processing Fees shall be those in effect at the time an application is submitted for any Implementing Approval, Implementing Discretionary Action, and/or Subsequent Discretionary Action, except as otherwise provided in the Specific Plan.

3.7. Timeframes and Staffing for Processing and Review. The County acknowledges that expeditious processing of Implementing Approvals and Implementing Discretionary Actions, if any, and any other approvals or actions required for the Project are important to the implementation of the Project. In recognition of the importance of timely review and processing of Implementing Approvals and Implementing Discretionary Actions, if any, the County agrees to enter into a separate Supplemental Fee Agreement, or similar agreement, to work with Property Owner to establish time frames for processing and review of such Implementing Approvals and Implementing Discretionary Actions, if any, and both Parties agree to comply in good faith with timeframes established in the Project Approvals and any applicable Supplemental Fee Agreement. The County agrees to use good faith efforts to diligently and timely process Implementing Approvals and Implementing Discretionary Actions, if any.

3.8. Los Angeles County Flood Control District Permitting and Maintenance Agreement. The County shall ensure that the Los Angeles County Flood Control District will expedite the permitting and a maintenance agreement to permit landscaping by the Toluca Estates Drive Homeowners Association in the area south of Toluca Estates Drive on the County Flood Control District property.

4. ANNEXATION AND DETACHMENT.

4.1. Annexation and Detachment Actions. After the Effective Date, the County and Property Owner may initiate proceedings under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Section 56000 *et seq.*), for the Annexation of the Annexation Property and the Detachment of the Detachment Property. The County and Property Owner agree to take such subsequent actions as may be reasonably required to complete the Annexation and Detachment actions under such conditions as are imposed by LAFCO and reasonably acceptable to Property Owner and the County.

4.2. Effectiveness of Agreement as to Detachment Property. The provisions of this Agreement shall not become operative for the Detachment Property unless LAFCO proceedings detaching the Detachment Property from the City to the County are completed within three (3) years following the date upon which the Enacting Ordinance is adopted and all litigation, if any, with respect to the Initial Project Approvals has been finally resolved and no longer subject to appeal or further judicial review. If the Detachment of the Detachment Property is not completed within the time specified above or any extension thereto, subject to the modification provisions set forth in this Agreement or by mutual consent of the Parties, the effectiveness of the Agreement as to the Detachment Property shall be null and void. However, this Agreement shall be valid and enforceable, and this Section shall have no impact, on the operation of the Agreement for those portions of the Property already within the County's jurisdictional boundaries as of the Effective Date.

5. ANNUAL REVIEW.

5.1. Annual Review. Annual review of the Property Owner's good faith compliance with the terms of this Agreement shall take place on an annual basis beginning 12 months after the Effective Date of this Agreement and continuing to occur annually thereafter on the yearly anniversary of the Effective Date ("Annual Review") until termination of the Agreement. The Annual Review shall be conducted in accordance with the Development Agreement Act and the Development Agreement Ordinance, and shall address all items set forth therein as well as specifically demonstrate Property Owner's compliance with its obligations under Section 2 above, this Agreement as a whole, and the MMRP. Property Owner shall submit evidence of compliance with this Agreement and the MMRP in a form that the Director of Planning may reasonably establish, in writing, and transmitted to the Director of Planning no later than sixty (60) days from the Director of Planning's commencement of the Annual Review. Property Owner shall reimburse the County for the actual costs of preparing for and conducting the Annual Review within forty-five (45) days of written demand by the County.

6. DEFAULT PROVISIONS.

6.1. General Default Provisions.

6.1.1. Default. Failure or unreasonable delay by the County or Property Owner to perform any material provision of this Agreement shall constitute a default under this Agreement.

6.1.2. Notice of Default. In the event of a default, the Party alleging such default shall give the defaulting Party written notice of default ("Notice of Default"). Failure or delay in giving a Notice of Default shall not waive a Party's right to give future notice of the same or any other default. The Notice of Default shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured.

6.1.3. Cure Period. The defaulting Party shall provide evidence that it was never, in fact, in default or shall promptly commence to cure the identified default within thirty (30) days of the Notice of Default, unless the Parties extend such time by mutual written consent or except in cases in which Property Owner's alleged default presents a threat of imminent harm to the public. If the nature of the alleged default is such that it cannot be reasonably cured within such 30-day period, the commencement of the cure within such time period and the diligent pursuit to completion of the cure shall be deemed a cure within such period. During any period of curing, the Party charged shall not be considered in default for purposes of terminating this Agreement or instituting legal proceedings pursuant to this Agreement. In the case of a dispute as to whether a default exists or whether the defaulting Party has cured the default, the Parties may submit the matter to dispute resolution pursuant to Section 7.6 of this Agreement.

6.2. Remedies for Default

6.2.1. Property Owner Default; County Remedies. If the Property Owner remains in default after the cure period, and the alleged default is not the subject of a dispute resolution pursuant to Section 7.6 of this Agreement, the County shall have all rights and remedies provided by this Agreement, including, without limitation, the right to terminate or modify this Agreement subject to the provisions set forth in Section 6.2.1.1 below. The County shall, in addition to any other remedy available at law or in equity, also have the right to compel specific performance of the obligations of Property Owner under this Agreement, including, without limitation, the right to compel specific performance of the Community Benefits set forth in Exhibit G to this Agreement.

6.2.1.1. Termination or Modification. If the Director of Planning finds and determines that Property Owner remains in default after the cure period, if the alleged default is not the subject of dispute resolution pursuant to Section 7.6 of this Agreement, and if the County intends to terminate or modify this Agreement, the Director of Planning shall notify the Regional Planning Commission that the Agreement is being violated, and a public hearing shall be scheduled before the Regional Planning Commission in accordance with the provisions of the Development Agreement Ordinance (County Code Sections 22.16.460, 22.16.470, and 22.16.480). If after such public hearing, the Regional Planning Commission finds that Property Owner is in violation of this Agreement, the Regional Planning Commission shall notify the Board of Supervisors of its findings and recommend such action as it deems appropriate. If the Regional Planning Commission reports a violation of the Development Agreement to the Board of Supervisors pursuant to this Section, the Board of Supervisors may take one of the following actions: (a) approve the recommendation of the Regional Planning Commission instructing that action be taken as indicated therein in cases other than a recommendation to terminate or modify the Agreement; (b) refer the matter back to the Regional Planning Commission for further proceedings with or without instructions; or (c) schedule the matter for hearing before the Board

of Supervisors if termination or modification of the Agreement is recommended. Procedures for such hearing before the Board of Supervisors shall be the same as provided in Section 22.16.450 of the Development Agreement Ordinance. There shall be no termination or modifications of this Agreement unless the Board of Supervisors acts pursuant to the provisions set forth in the Development Agreement Act (Government Code Sections 65865.1) and the Development Agreement Ordinance. Pursuant to Section 65865.1 of the Development Agreement Act, if, as a result of the Annual Review, the County determines, on the basis of substantial evidence, that Property Owner has not complied in good faith with terms or conditions of this Agreement, the County may terminate or modify the Agreement; provided, however, that if Property Owner does not agree to the modification the County's only remedy shall be to terminate the Agreement. Further, if the County seeks to terminate or modify the Agreement for any other reason, such action shall be subject to the requirements of Government Code Section 65868, including the requirement for the mutual consent of the Parties.

6.2.2. County Default; Property Owner Remedies. If the County remains in default after the cure period and the alleged default is not the subject of dispute resolution pursuant to Section 7.6 of this Agreement, Property Owner shall have all rights and remedies provided by this Agreement, including, without limitation, the right to compel specific performance of the County's obligations under this Agreement. Property Owner also has the right to initiate amendment or cancellation of this Agreement subject to the provisions set forth in the Development Agreement Act and Development Agreement Ordinance, which include, but are not limited to, the requirement for mutual consent of the Parties to the amendment or cancellation.

6.2.3. No Monetary Damages. It is acknowledged by the Parties that neither the County nor the Property Owner would have entered into this Agreement if it were liable in monetary damages under or with respect to this Agreement or the application thereof. Therefore, the Parties agree that the Parties shall not be liable in monetary damages and the Parties covenant not to sue for or claim any monetary damages for the breach of any provision of this Agreement. The limitation on monetary damages shall not be construed to limit the right of the County to seek specific performance of any or all of the Community Benefits identified on Exhibit G to this Agreement, including any payments required therein.

6.3. Termination or Cancellation of the Agreement. In addition to the procedures set forth in Section 6.2.1.1, this Agreement is also subject to the following termination provisions:

6.3.1. Termination Upon Expiration of Term. This Agreement shall terminate upon expiration of the Term set forth in Section 7.2 unless otherwise extended or modified by mutual consent of the Parties. Upon termination of this Agreement, the County Registrar-Recorder/County Clerk may cause a notice of such termination in a form satisfactory to the County to be duly recorded in the official records of the County.

6.3.2. Cancellation by Mutual Consent. This Agreement may be cancelled by mutual consent of the Parties, subject to the procedures set forth in the Development Agreement Act and the Development Agreement Ordinance.

6.4. Enforced Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where a delay is enforced due to: war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, third-party litigation, restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, judicial decisions, or similar basis for excused performance that is not within the reasonable control of the Party to be excused, and the cause of the enforced delay actually prevents or unreasonably interferes with such Party's ability to comply with this Agreement; provided, however, that the Parties agree that a delay that results solely from unforeseen economic circumstances shall not constitute an enforced delay for purposes of this Section 6.4. This Section 6.4 shall not be applicable to any proceedings with respect to bankruptcy or receivership initiated by or on behalf of Property Owner, or by any third parties against Property Owner if such third-party proceedings are not dismissed within ninety (90) days. If written notice of an enforced delay is given to either Party within forty-five (45) days of the commencement of such enforced delay, an extension of time for such cause will be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

7. GENERAL PROVISIONS.

7.1. Effective Date. The Effective Date of this Agreement shall be the date on which Enacting Ordinance becomes effective. The Enacting Ordinance is effective 30 days after the date of approval of such ordinance, provided the executed Development Agreement is received by the Executive Officer-Clerk of the Board within that 30-day time period.

7.2. Term. The Term of this Agreement shall commence on the Effective Date and shall extend for a period of twenty-five (25) years after the Effective Date, unless said Term is otherwise terminated, modified, or extended by circumstances set forth in this Agreement or by mutual consent of the Parties hereto. Following the expiration of this Term, this Agreement shall terminate and be of no further force and effect; provided, however, that this termination shall not affect any right or duty arising from entitlements or approvals, including the Project Approvals, approved concurrently with, or subsequent to, the Effective Date of this Agreement.

7.3. Incorporation of Preamble, Recitals, and Exhibits. The preamble paragraph, Recitals, and Exhibits, and all defined terms contained therein, are incorporated fully herein.

7.4. Consistency with General Plan and Applicable Rules. The County hereby finds and determines that execution of this Agreement is in the best interest of the public health, safety, and general welfare, and the provisions of this Agreement are consistent with the General Plan. Based upon all information made available to the County up to or concurrently with the execution of this Agreement, the County finds that no Applicable Rules prohibit or prevent the full completion and occupancy of the Project in accordance with the uses, intensities, densities, designs and heights, permitted demolition, and other development entitlements incorporated and agreed to herein and in the Project Approvals.

7.5. Enforceability of Agreement. The Parties agree that unless this Agreement is amended to provide otherwise or terminated pursuant to the provisions of this Agreement, this Agreement shall be enforceable by any of the Parties hereto.

7.6. Dispute Resolution. In addition to, and not by way of limitation of, all other remedies available to the Parties under the terms of this Agreement, the Parties may choose to use the informal dispute resolution and/or arbitration processes in this Section 7.6.

7.6.1. Informal Dispute Resolution Process. The Parties may agree to informal dispute resolution proceedings to fairly and expeditiously resolve disputes related to the interpretation or enforcement of, or compliance with, the provision of this Agreement ("Disputes"). These dispute resolution proceedings may include: (a) procedures developed by the County for expeditious interpretation of questions arising under development agreements; or (b) any other manner of dispute resolution that is mutually agreed upon by the Parties.

7.6.2. Non-Binding Arbitration. The Parties may agree to use non-binding arbitration to resolve any Dispute arising under this Agreement. The arbitration shall be conducted by an arbitrator who must be a former judge of the Los Angeles County Superior Court, Appellate Justice of the Second District Court of Appeals, or Justice of the California Supreme Court. This arbitrator shall be selected by mutual agreement of the Parties.

7.6.3. Non-Binding Arbitration Procedures. Upon appointment of the arbitrator, the Dispute shall be set for arbitration at a time not less than thirty (30) nor more than ninety (90) days from the effective date of the appointment of the arbitrator. The arbitration shall be conducted under procedures that are mutually agreed upon by the Parties in writing prior to the commencement of arbitration, and in no event more than thirty (30) days from the effective date of the appointment of the arbitrator.

7.7. Legal Action. Subject to the limitations on remedies imposed by this Agreement, either Party may, in addition to any other rights or remedies, institute legal action in any court of competent jurisdiction, to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation, or enforce by specific performance the obligations and rights of the Parties hereto. Property Owner shall have no liability (other than the potential termination of this Agreement) if the contemplated development fails to occur.

7.8. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

7.9. Amendment. This Agreement may be amended by mutual consent in writing of the Parties to this Agreement in accordance with the provisions of the Development Agreement Act (Government Code Section 65868) and the Development Agreement Ordinance. Any amendment to this Agreement that relates to the Term, permitted uses, density or intensity of use, height, or size of buildings, provisions for reservation and dedication of land, conditions, restrictions, and requirements or any conditions or covenants relating to the use of the Property, which are not provided for under the Project Approvals, shall require notice and public hearing before the Parties may execute an amendment thereto.

7.10. Assignment. Property Owner agrees that there shall be no assignment of any of Property Owner's interests, rights, or obligations under this Agreement unless and until: (i) Property Owner agrees in writing in a form reasonably acceptable to the County to remain responsible for the obligations set forth in Exhibit G to this Agreement; (ii) Property Owner satisfies the obligations set forth in Exhibit G to this Agreement; or (iii) Property Owner guarantees to the satisfaction of the County the obligations set forth in Exhibit G to this Agreement. Property Owner also agrees that any interests, rights, or obligations under this Agreement related to the Hotel Land Use Category, as defined in the Specific Plan, shall only be assigned or transferred to a reputable and experienced hotel operator with a portfolio of hotels that contains primarily 3- and 4-star properties, unless otherwise agreed to in writing by the County.

7.11. Covenants. It is intended and determined that the provisions of this Agreement shall constitute covenants that shall run with the land comprising the Property for the benefit thereof, and the burdens and benefits hereof shall bind and inure to the benefit of all assignees, transferees, and successors to the Parties hereto.

7.12. Cooperation and Implementation.

7.12.1. Processing. Upon satisfactory completion by Property Owner of all required preliminary actions and payment of appropriate Processing Fees, the County shall commence and diligently process all required steps necessary for the implementation of this Agreement and development of the Property in accordance with the terms of this Agreement. Property Owner shall, in a timely manner, provide the County with all documents, plans, fees, and other information necessary for the County to carry out its processing obligations pursuant to this Agreement.

7.12.2. Other Governmental Permits. Property Owner shall apply in a timely manner for such other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the development of, or provision of services to, the Project. The County shall cooperate with Property Owner in its endeavors to obtain such permits and approvals and shall, from time to time at the request of Property Owner, attempt with due diligence and in good faith to enter into binding agreements with any such entity to ensure the availability of such permits and approvals, or services, provided such agreements are reasonable and not detrimental to the County, as determined by the County. These agreements may include, but are not limited to, joint powers agreements under the provisions of the Joint Exercise of Powers Act (Government Code Section 6500, *et seq.*), Mello Roos or community facilities districts, LAFCO's approval of the Annexation or Detachment, or agreements entered into pursuant to the provisions of other laws to create legally binding, enforceable agreements between such parties. To the extent allowed by law, Property Owner shall be a party to any such agreement, or a third party beneficiary thereof, entitled to enforce for its own benefit on behalf of the County, or in its own name, the rights of the County or Property Owner thereunder or the duties and obligations of the parties thereto. Property Owner shall reimburse the County for all costs and expenses incurred in connection with seeking and entering into any such agreement provided that Property Owner has requested such agreement. Property Owner shall defend the County in any challenge by any person to any such agreement, and shall reimburse the County for any costs and expenses incurred by the County in enforcing such agreement. Any fees, assessments, or other amounts payable by the

County thereunder shall be borne by Property Owner except where Property Owner has notified the County in writing, prior to the County's entering into such agreement, that Property Owner does not desire for the County to execute such agreement.

7.12.3. Cooperation in the Event of Legal Challenge. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to cooperate in defending said action.

7.13. Relationship of the Parties. It is understood and agreed by the Parties hereto that the Project is a private development. Further, the County and Property Owner hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing herein or in any document executed in connection herewith shall be construed as making the County and Property Owner joint venturers or partners.

7.14. Hold Harmless and Insurance.

7.14.1. Hold Harmless. Property Owner hereby agrees to and shall indemnify, save, hold harmless, and, if requested by the County, defend the County from any claim, action, or proceeding brought by a third party (i) to challenge, attack, set aside, void, or annul this Agreement or the Project Approvals, or (ii) for claims, costs, and liability for any damages, personal injury, or death, which may arise directly or indirectly from the negotiation, formation, execution, enforcement, or termination of this Agreement. Nothing in this Section shall be construed to mean that Property Owner shall hold the County harmless and/or defend it from any claims arising from, or alleged to arise from, the negligent acts, negligent failure to act, or intentional acts on the part of the County. The County agrees that it shall reasonably cooperate with Property Owner in the defense of any matter in which Property Owner is defending, indemnifying, and/or holding the County harmless. The County may make all reasonable decisions with respect to its representation in any legal proceeding. In the event any claim, action, or proceeding as described above is filed by a third party against the County, Property Owner shall, within 10 days of being notified of the filing, make an initial deposit with the Department of Regional Planning in the amount of \$5,000, from which actual costs and expenses shall be billed and deducted for purposes of defraying the costs and/or expenses involved in the County's cooperation in the defense, including, but not limited to, depositions, testimony, and other assistance provided to Property Owner or Property Owner's counsel. If during the litigation process actual costs or expenses incurred reach 80 percent of the amount on deposit, Property Owner shall deposit additional funds to bring the balance up to the amount of \$5,000. There is no limit to the number of supplemental deposits that may be required during the course of litigation. At the sole discretion of Property Owner, the amount of the initial or any supplemental deposit may exceed the minimum amounts specified herein. Additionally, the cost for collection and duplication of records, including the reasonable costs of staff time necessary to collect, review, and/or duplicate such records in connection with the preparation of any administrative record or otherwise in relation to litigation, shall be paid by Property Owner in accordance with Section 2.170.010 of the County Code. In the event that it is determined by a court of competent jurisdiction that the claim, action, or proceeding arises from the negligent acts, negligent failure to act, or intentional acts on the part of the County, the County shall

reimburse Property Owner for a pro rata share, based on the finding of fault, for any deposits made to the Department of Regional Planning pursuant to this Section.

7.14.2. Insurance. Without limiting its obligation to hold the County harmless, Property Owner shall provide and maintain at its own expense, during the Term of this Agreement, a mutually agreed-upon program of insurance concerning its operations hereunder.

7.15. Notices. Any notice or communication required under this Agreement between the County or Property Owner shall be in writing, and shall be given either personally or by registered or certified mail, return receipt requested. Notice, whether given by personal delivery or registered mail, shall be deemed to have been given and received upon the receipt by the County or the Property Owner at the addresses designated below. Either Party hereto may at any time, by giving ten (10) days' written notice to the other Party hereto, provide additional persons or addresses or designate any other person or address in substitution of the person or address to whom or to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the County:

Director of Regional Planning
Attention: Richard Bruckner
County of Los Angeles Department of
Regional Planning
320 West Temple Street, 13th Floor
Los Angeles, CA 90012

with copies to

Director of Public Works
Attention: Gail Farber
County of Los Angeles Department of Public
Works
900 South Fremont Avenue
Alhambra, CA 91803

County Counsel
Attention: John Krattli and Patricia Keane
Office of the County Counsel
County of Los Angeles
500 West Temple Street, 6th Floor
Los Angeles, CA 90012

If to Property Owner:

Chief Real Estate Development & Planning
Officer, Global Real Estate
Universal Studios LLC
Attention: Corinne Verdery
100 Universal City Plaza, 1280-8
Universal City, CA 91608

with copies to

Latham & Watkins LLP
Attention: George Muhlsten
355 South Grand Avenue
Los Angeles, CA 90071

General Counsel
NBCUniversal, Inc.
30 Rockefeller Plaza
New York, NY 10112

7.16. Recordation. As provided in Government Code Section 65868.5, the Executive Officer-Clerk of the Board of Supervisors ("Executive Officer") of the County shall record a copy of this Agreement with the Registrar-Recorder/County Clerk of the County of Los Angeles within ten (10) days following the execution of this Agreement. Property Owner shall provide the Executive Officer with the fees for such recording should the Executive Officer effectuate the recordation.

7.17. Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title, interest in or to any portion of the Property, is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property.

7.18. Successors and Assignees. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties, any subsequent owner of all or any portion of the Property and their respective successors, transferees, and assignees.

7.19. Severability. If any term, provision, condition, or covenant of this Agreement, other than those set forth in Sections 2.3 and 3 above and in Exhibit G to this Agreement, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, conditions, and covenants of this Agreement shall continue in full force and effect.

7.20. Time of the Essence. Time is of the essence for each provision of this Agreement of which time is an element.

7.21. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought and refers expressly to this Section. No waiver by any Party of any provisions of this Agreement shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise of any right or remedy provided in this Agreement or provided by law shall not prevent the exercise by that Party of any other right or remedy provided in this Agreement or under the law.

7.22. No Third-Party Beneficiaries. The only Parties to this Agreement are the County and Property Owner and their successors-in-interest. There are no third-party beneficiaries and this Agreement is not intended, and shall not be construed to benefit or be enforceable by any other person whatsoever.

7.23. Entire Agreement. This Agreement, inclusive of the preamble paragraph, Recitals, and Exhibits, constitutes the entire understanding and agreement between the Parties with respect to the subject matter contained herein. There are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to herein (or any such representations, understandings or ancillary covenants, undertakings or agreements are integrated in this Agreement) and no testimony or evidence of any such representations, understandings, or covenants shall be

admissible in any proceedings of any kind or nature to interpret or determine the provisions or conditions of this Agreement.

7.24. Construction of Agreement. Each Party acknowledges that it has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. This Agreement has been reviewed and revised by legal counsel for both the County and the Property Owner. The provisions of this Agreement and the attached Exhibits shall be construed as a whole according to their common meaning, in a manner that shall achieve the purposes of this Agreement, and not strictly for or against any Party based upon any attribution to such Party as the source of the language in question. The headings and table of contents used in this Agreement are for the convenience of reference only and shall not be used in construing this Agreement.

7.25. Discretion to Encumber. This Agreement shall not prevent or limit Property Owner in any manner, at its sole discretion, from encumbering the Property or any portion of the Property or any improvement on the Property by any mortgage, deed of trust, or other security device securing financing with respect to the Property or its improvements.

7.26. Expedited Processing of Legal Actions. Property Owner and the County agree to cooperate in good faith for the expedited processing of any legal action seeking specific performance, declaratory relief, or injunctive relief, to set court dates at the earliest practicable date(s), and not to cause undue delay in the prosecution/defense of the action, provided such cooperation shall not require any Party to waive any rights.

7.27. Entitlement to Written Notice of Default. The mortgagee of a mortgage or beneficiary of a deed of trust encumbering the Property, or any part thereof, and their successors and assigns shall, upon written request to the County, be entitled to receive from the County written notification of any default by Property Owner of the performance of Property Owner's obligations under this Agreement that has not been cured within sixty (60) days following the date of default. Property Owner shall reimburse the County for its actual costs, reasonably and necessarily incurred, to prepare this notice of default.

7.28. Counterparts. This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement, not counting the Cover Page, Table of Contents, and Signature Page, consists of twenty (20) pages and eight (8) Exhibits, which constitute the entire understanding and agreement of the Parties. Said Exhibits are identified as follows:

- Exhibit A: Legal Description of Property
- Exhibit B: Legal Description of Annexation Property
- Exhibit C: Maps of Annexation Property
- Exhibit D: Legal Description of Detachment Property
- Exhibit E: Maps of Detachment Property
- Exhibit F: MMRP
- Exhibit G: Community Benefits
- Exhibit H: Maps of Specific Plan Area/City [Q]C2 Area (Before and After Annexation)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

COUNTY OF LOS ANGELES, a body politic and political subdivision of the State of California

APPROVED AS TO FORM:

JOHN F. KRATTLI
COUNTY COUNSEL

By: Mark Ridley-Thomas
Mark Ridley-Thomas, Chair
Board of Supervisors

By: Patricia Keane
Patricia Keane, Deputy

DATE: MAY 08 2013

DATE: 04/29/2013

ATTEST:



SACHI A. HAMAI
Executive Officer-Clerk of the Board of Supervisors

By: Sachi A. Hamai

DATE: MAY 06 2013

UNIVERSAL STUDIOS LLC

By: Corinne Verdery

Name: Corinne Verdery

Title: Chief Real Estate Development & Planning Officer, Global Real Estate

By: Edward Mark Lyum

Name: Edward Mark Lyum

Title: Senior Vice President, Global Real Estate

DATE: 5/2/13

ADOPTED
BOARD OF SUPERVISORS

72

APR 30 2013

I hereby certify that pursuant to Section 26103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors



By: Deputy
Deputy

HOA 970608.4.

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of LOS ANGELES

On MAY 2, 2013 before me, SHARON YVETTE MOORE, NOTARY PUBLIC

Date

Here Insert Name and Title of the Officer

personally appeared CORINNE VERDERY

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: DEVELOPMENT AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND UNIVERSAL STUDIOS LLC

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: CORINNE VERDERY

☒ Corporate Officer — Title(s): CHIEF REAL ESTATE DEVELOPMENT & PLANNING OFFICER

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: UNIVERSAL STUDIOS LLC

Signer Is Representing: _____

77936

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of LOS ANGELES

On MAY 2, 2013 before me, SHARON YVETTE MOORE, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared EDWARD MARK LYUM
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: DEVELOPMENT AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND UNIVERSAL STUDIOS LLC

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: EDWARD MARK LYUM

☒ Corporate Officer — Title(s): Senior Vice President

☐ Individual Global Real Estate

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: UNIVERSAL STUDIOS LLC

Signer Is Representing: _____

EXHIBIT A

Legal Description of Property

NBCUNIVERSAL COUNTY AREAS PRE-ANNEXATION AND DETACHMENT
LEGAL DESCRIPTION

BEING LOTS "C" AND "E" TOGETHER WITH PORTIONS OF LOTS "B" AND "D" AS SHOWN ON THE MAP OF THE PARTITION OF LOTS 275, 276, 277 AND 278 AND A PART OF THE RIVERBED ADJOINING IN THE LANKERSHIM RANCH LAND AND WATER COMPANY'S SUBDIVISION, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 31, PAGES 39 THROUGH 44 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID MAP OF THE PARTITIONS BEING FILED IN CASE 70672 OF THE SUPERIOR COURT OF SAID COUNTY, A CERTIFIED COPY OF SAID DECREE BEING RECORDED IN BOOK 4341, PAGES 75 THROUGH 89 OF DEEDS, RECORDS OF SAID COUNTY AND THAT PORTION OF THE PARCEL OF LAND SHOWN AS "LOS ANGELES RIVER" ON SAID MAP RECORDED IN BOOK 31, PAGES 39 THROUGH 44 OF MISCELLANEOUS RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1 THROUGH 4, INCLUSIVE, PER THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED AS INSTRUMENT NUMBER 04-3404726 OF OFFICIAL RECORDS, SAID CERTIFICATE OF COMPLIANCE FILED AND RECORDED BY THE COUNTY RECORDER IN SAID COUNTY DECEMBER 30, 2004.



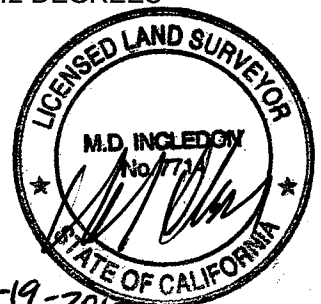
4-19-2013

NBCUNIVERSAL COUNTY AREAS POST-ANNEXATION AND DETACHMENT
LEGAL DESCRIPTION

BEING LOTS "C" AND "E" TOGETHER WITH PORTIONS OF LOTS "B" AND "D" AS SHOWN ON THE MAP OF THE PARTITION OF LOTS 275, 276, 277 AND 278 AND A PART OF THE RIVERBED ADJOINING IN THE LANKERSHIM RANCH LAND AND WATER COMPANY'S SUBDIVISION, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 31, PAGES 39 THROUGH 44 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID MAP OF THE PARTITIONS BEING FILED IN CASE 70672 OF THE SUPERIOR COURT OF SAID COUNTY, A CERTIFIED COPY OF SAID DECREE BEING RECORDED IN BOOK 4341, PAGES 75 THROUGH 89 OF DEEDS, RECORDS OF SAID COUNTY AND THAT PORTION OF THE PARCEL OF LAND SHOWN AS "LOS ANGELES RIVER" ON SAID MAP RECORDED IN BOOK 31, PAGES 39 THROUGH 44 OF MISCELLANEOUS RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT LAND BOUND TO THE NORTHEAST, EAST, AND SOUTHEAST BY THE WESTERLY BOUNDARY OF LOT "F" TOGETHER WITH THE WESTERLY BOUNDARY OF RANCHO PROVIDENCIA AS SHOWN ON SAID MAP OF THE PARTITION OF LOTS 275, 276, 277 AND 278 AND PART OF THE RIVERBED ADJOINING IN THE LANKERSHIM RANCH LAND AND WATER COMPANY'S SUBDIVISION;

SAID LAND BOUND TO THE WEST, SOUTHWEST, SOUTH, AND SOUTHEAST BY THE NORTH AND NORTHEAST BOUNDARY OF THAT CERTAIN EASEMENT DEED RECORDED AS INSTRUMENT NUMBER 87-1240174 ON AUGUST 4, 1987 IN SAID COUNTY RECORDER'S OFFICE, TOGETHER WITH THE NORTHERLY LINE OF THAT LAND DESCRIBED IN INSTRUMENT 87-381928 AS RECORDED IN SAID COUNTY RECORDER'S OFFICE; SAID LAND ALSO BOUND TO THE SOUTH AND SOUTHEAST BY THE FOLLOWING DESCRIBED LINES: COMMENCING AT A POINT ON THE SOUTHERLY BOUNDARY OF THAT LAND SHOWN ON THAT CERTAIN RECORD OF SURVEY RECORDED IN BOOK 149 PAGES 82 THROUGH 93, INCLUSIVE, AS INSTRUMENT NUMBER 96-436038, RECORDED IN SAID COUNTY, SAID POINT LYING 0.82 FEET NORTHEASTERLY OF THE SOUTHWEST TERMINUS OF THAT CERTAIN LINE SHOWN ON SAID RECORD OF SURVEY AS BEARING NORTH 21-52-56 EAST AND HAVING A DISTANCE OF 7.00 FEET, SAID POINT ALSO BEING THE SOUTHERLY TERMINUS OF THAT CERTAIN LINE SHOWN ON THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED AS INSTRUMENT NUMBER 04-3404726 OF OFFICIAL RECORDS AS BEARING NORTH 21-52-56 EAST AND HAVING A DISTANCE OF 6.18 FEET; THENCE ALONG SAID SOUTHERLY BOUNDARY AS SHOWN IN SAID RECORD OF SURVEY SOUTH 21-52-56 WEST A DISTANCE OF 0.82 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY SOUTH 32-47-36 WEST A DISTANCE OF 29.75 FEET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY IN SAID RECORD OF SURVEY NORTH 57-12-24 WEST A DISTANCE OF 20.00 FEET; THENCE SOUTH 32-47-36 WEST A DISTANCE OF 36.62 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 415.57 FEET, CONCAVE TO THE SOUTHEAST, A RADIAL TO SAID POINT BEARS NORTH 00-24-52 WEST; THENCE CONTINUING SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16-43-01 DEGREES AN ARC LENGTH OF 121.25 FEET TO THE BEGINNING OF A TANGENT CURVE, SAID BEGINNING BEING A POINT OF REVERSE CURVATURE, SAID TANGENT CURVE HAVING A RADIUS OF 499.00 FEET, CONCAVE TO THE NORTH, A RADIAL TO SAID POINT OF REVERSE CURVATURE BEARS SOUTH 17-07-53 EAST; THENCE CONTINUING SOUTHWESTERLY, WESTERLY, AND NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32-33-57 DEGREES AN ARC LENGTH OF 283.62 FEET; THENCE NORTH 74-33-55 WEST A DISTANCE OF 350.90 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 1004.00 FEET, CONCAVE TO THE NORTHEAST, THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05-58-42 DEGREES AN ARC LENGTH OF 104.76



FEET; THENCE NORTH 68-35-13 WEST A DISTANCE OF 662.20 FEET; THENCE NORTH 21-24-47 EAST A DISTANCE OF 47.58 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 225.00 FEET, CONCAVE TO THE WEST, THENCE NORTHEASTERLY, NORTHERLY, AND NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36-39-50 DEGREES AN ARC LENGTH OF 143.98 FEET; THENCE NORTH 15-15-03 WEST A DISTANCE OF 211.26 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 175.00 FEET, CONCAVE TO THE SOUTHWEST, THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33-24-19 DEGREES AN ARC LENGTH OF 102.03 FEET MORE OR LESS, TO A POINT ON THE WESTERLY BOUNDARY OF "LOT 4 AFTER ADJUSTMENT" PER THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT RECORDED AS INSTRUMENT NUMBER 02-1783215 OF OFFICIAL RECORDS, SAID CERTIFICATE OF COMPLIANCE FILED AND RECORDED BY THE COUNTY RECORDER IN SAID COUNTY JULY 30, 2002, SAID POINT SHOWN AS THE SOUTHERLY TERMINUS OF THE LINE BEARING SOUTH 00-21-20 WEST 47.10 FEET ON SAID CERTIFICATE OF COMPLIANCE, SAID POINT ALSO BEING THE NORTHEASTERLY TERMINUS OF THE LINE BEARING SOUTH 63-45-05 WEST 111.14 FEET ON SAID CERTIFICATE OF COMPLIANCE; THENCE ALONG THE WESTERLY BOUNDARY OF SAID "PARCEL 4 AFTER ADJUSTMENT" NORTH 00-21-20 EAST A DISTANCE OF 47.10 FEET; THENCE CONTINUING ALONG THE WESTERLY BOUNDARY OF SAID "PARCEL 4 AFTER ADJUSTMENT" NORTH 23-45-03 WEST A DISTANCE OF 42.94 FEET; THENCE CONTINUING ALONG THE WESTERLY BOUNDARY OF SAID "PARCEL 4 AFTER ADJUSTMENT" NORTH 44-48-23 WEST A DISTANCE OF 26.58 FEET; THENCE CONTINUING ALONG THE WESTERLY BOUNDARY OF SAID "PARCEL 4 AFTER ADJUSTMENT" NORTH 38-35-31 WEST A DISTANCE OF 59.09 FEET; THENCE CONTINUING ALONG THE WESTERLY BOUNDARY OF SAID "PARCEL 4 AFTER ADJUSTMENT" NORTH 10-01-42 WEST A DISTANCE OF 16.49 FEET; THENCE CONTINUING ALONG THE WESTERLY BOUNDARY OF SAID "PARCEL 4 AFTER ADJUSTMENT" NORTH 04-00-28 EAST A DISTANCE OF 91.00 FEET; THENCE CONTINUING ALONG THE WESTERLY BOUNDARY OF SAID "PARCEL 4 AFTER ADJUSTMENT" NORTH 06-59-45 WEST A DISTANCE OF 36.67 FEET; THENCE CONTINUING ALONG THE WESTERLY BOUNDARY OF SAID "PARCEL 4 AFTER ADJUSTMENT" NORTH 18-09-31 WEST A DISTANCE OF 29.16 FEET; THENCE CONTINUING ALONG THE WESTERLY BOUNDARY OF SAID "PARCEL 4 AFTER ADJUSTMENT" NORTH 31-07-35 WEST A DISTANCE OF 33.01 FEET; THENCE CONTINUING ALONG THE WESTERLY BOUNDARY OF SAID "PARCEL 4 AFTER ADJUSTMENT" NORTH 18-36-44 WEST A DISTANCE OF 26.00 FEET; THENCE CONTINUING ALONG THE WESTERLY BOUNDARY OF SAID "PARCEL 4 AFTER ADJUSTMENT" NORTH 07-08-06 WEST A DISTANCE OF 67.27 FEET; THENCE CONTINUING ALONG THE WESTERLY BOUNDARY OF SAID "PARCEL 4 AFTER ADJUSTMENT" NORTH 17-47-37 WEST A DISTANCE OF 21.54 FEET; THENCE CONTINUING ALONG THE WESTERLY BOUNDARY OF SAID "PARCEL 4 AFTER ADJUSTMENT" NORTH 37-24-57 WEST A DISTANCE OF 31.74 FEET; THENCE CONTINUING ALONG THE WESTERLY BOUNDARY OF SAID "PARCEL 4 AFTER ADJUSTMENT" NORTH 04-00-28 EAST A DISTANCE OF 129.43 FEET TO THE NORTHEAST CORNER OF SAID "LOT 3 AFTER ADJUSTMENT"; THENCE CONTINUING ALONG THE SOUTHWESTERLY BOUNDARY OF SAID "PARCEL 4 AFTER ADJUSTMENT" NORTH 85-59-32 WEST A DISTANCE OF 326.70 FEET; THENCE CONTINUING ALONG THE SOUTHWESTERLY BOUNDARY OF SAID "PARCEL 4 AFTER ADJUSTMENT" NORTH 04-00-28 EAST A DISTANCE OF 218.76 FEET; THENCE DEPARTING SAID WESTERLY BOUNDARY OF SAID "PARCEL 4 AFTER ADJUSTMENT" SOUTH 83-17-35 EAST A DISTANCE OF 111.99 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 354.95 CONCAVE TO THE SOUTHWEST, A RADIAL TO SAID POINT BEARS NORTH 08-28-50 EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37-23-39 AN ARC LENGTH OF 231.66 FEET, MORE OR LESS, TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 506.50 FEET, CONCAVE TO THE SOUTHWEST, A RADIAL TO SAID POINT BEARS NORTH 40-48-34 EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08-21-20 AN ARC LENGTH OF 73.86 FEET MORE OR LESS, TO THE BEGINNING OF A NON-TANGENT LINE; THENCE ALONG SAID NON-TANGENT LINE NORTH 54-08-42 EAST A DISTANCE OF 99.58 FEET; THENCE NORTH 24-01-22 EAST A DISTANCE OF 291.20 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 533.57 FEET, CONCAVE TO THE SOUTHWEST, A RADIAL TO SAID

POINT BEARS NORTH 44-00-42 EAST; THENCE NORTHWESTERLY AND WESTERLY ALONG SAID CURVE

THROUGH A CENTRAL ANGLE OF 44-26-15 AN ARC LENGTH OF 413.83 FEET MORE OR LESS, TO THE BEGINNING OF A NON-TANGENT LINE; THENCE ALONG SAID NON-TANGENT LINE SOUTH 14-08-53 WEST A DISTANCE OF 53.24 FEET; THENCE NORTH 89-59-50 WEST A DISTANCE OF 470.09 FEET; THENCE SOUTH 00-00-10 WEST A DISTANCE 225.37 FEET; THENCE SOUTH 89-57-59 WEST A DISTANCE OF 269.47 FEET; THENCE NORTH 89-01-24 WEST A DISTANCE OF 180.89 FEET; THENCE NORTH 86-50-55 WEST A DISTANCE OF 5.27 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 254.63 FEET, CONCAVE TO THE NORTHEAST, A RADIAL TO SAID POINT BEARS SOUTH 03-14-20 WEST; THENCE WESTERLY AND NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24-47-55 AN ARC LENGTH OF 110.21 FEET, MORE OR LESS TO THE BEGINNING OF A NON TANGENT LINE; THENCE ALONG SAID NON-TANGENT LINE NORTH 64-22-28 WEST A DISTANCE OF 123.00 FEET, MORE OR LESS TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF LANKERSHIM BOULEVARD, SAID RIGHT OF WAY BEING 80 FEET WIDE, HAVING A HALF WIDTH OF 40.00 FEET AS SHOWN IN TRACT 27621 RECORDED IN MAP BOOK 769, PAGES 14 THROUGH 15, SAID POINT LYING NORTH 25-35-56 EAST A DISTANCE OF 132.09 FEET FROM A POINT ON THE CORPORATION BOUNDARY OF THE CITY OF LOS ANGELES SHOWN AS THE NORTHWESTERLY TERMINUS OF THAT LINE SHOWN AS BEARING NORTH 82-41-39 WEST A DISTANCE OF 116.52 FEET ON SAID TRACT 27621.

SAID LAND ALSO BOUND TO THE WEST BY THE EASTERLY RIGHT OF WAY LINE OF LANKERSHIM BOULEVARD, SAID RIGHT OF WAY LINE HAVING A HALF WIDTH OF 50.00 FEET, SAID RIGHT OF WAY HALF WIDTH PER THAT CERTAIN RECORD OF SURVEY RECORDED IN BOOK 149 PAGES 82 THROUGH 93, INCLUSIVE, AS INSTRUMENT NUMBER 96-436038, RECORDED IN SAID COUNTY;

SAID LAND BOUND TO THE NORTH IN PART BY THE SOUTHERLY RIGHT OF WAY OF THE LOS ANGELES COUNTY FLOOD CONTROL CHANNEL AS PER THAT CERTAIN GRANT DEED RECORDED AS INSTRUMENT NUMBER 2787 IN BOOK 36979 PAGES 328 THROUGH 331, INCLUSIVE, RECORDED AUGUST 13, 1951 IN SAID COUNTY RECORDERS OFFICE, SAID LAND ALSO BOUND IN PART TO THE NORTH AND WEST BY THE FOLLOWING DESCRIBED LINES: COMMENCING AT THE NORTHWEST CORNER OF LOT 1 AS PER THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED AS INSTRUMENT NUMBER 04-3404726 OF OFFICIAL RECORDS, SAID CERTIFICATE OF COMPLIANCE FILED AND RECORDED BY THE COUNTY RECORDER IN SAID COUNTY DECEMBER 30, 2004, SAID CORNER LYING IN THE NORTHEASTERLY RIGHT OF WAY LINE OF LANKERSHIM BOULEVARD, SAID RIGHT OF WAY HAVING A HALF WIDTH OF 50.00 FEET AS SHOWN ON THAT CERTAIN RECORD OF SURVEY RECORDED IN BOOK 149 PAGES 82 THROUGH 93, INCLUSIVE, AS INSTRUMENT NUMBER 96-436038, RECORDED IN SAID COUNTY, SAID CORNER ALSO BEING THE NORTHWESTERLY TERMINUS OF THE LINE SHOWN AS BEARING NORTH 24-17-17 WEST 228.33 FEET ON SAID CERTIFICATE OF COMPLIANCE; THENCE NORTH 24-17-17 WEST A DISTANCE OF 9.69 FEET ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE SOUTH 88-53-29 EAST A DISTANCE OF 515.72 FEET; THENCE NORTH 00-43-31 EAST A DISTANCE OF 126.94 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY LINE OF SAID LOT 1; THENCE DEPARTING SAID NORTHERLY LINE OF SAID LOT 1 NORTH 00-43-31 EAST A DISTANCE OF 19.23 FEET MORE OR LESS TO A POINT LYING ON SAID SOUTHERLY RIGHT OF WAY OF THE LOS ANGELES COUNTY FLOOD CONTROL CHANNEL AS PER SAID GRANT DEED, SAID POINT LYING DISTANT 67.36 FEET, MORE OR LESS, WESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY OF THE LOS ANGELES COUNTY FLOOD CONTROL CHANNEL AS DESCRIBED IN SAID INSTRUMENT NUMBER 2787, FROM THE NORTHERN MOST CORNER OF SAID LOT 1 IN SAID CERTIFICATE OF COMPLIANCE RECORDED AS INSTRUMENT NUMBER 04-3404726, SAID NORTHERN MOST CORNER BEING THE NORTHEAST TERMINUS OF THAT CERTAIN LINE SHOWN BEARING NORTH 76-13-44 EAST HAVING A DISTANCE OF 597.98 FEET IN SAID CERTIFICATE OF COMPLIANCE.

EXHIBIT B

Legal Description of Annexation Property

NBCUNIVERSAL ANNEXATION PROPERTY (FUTURE CITY PROPERTY)
LEGAL DESCRIPTION

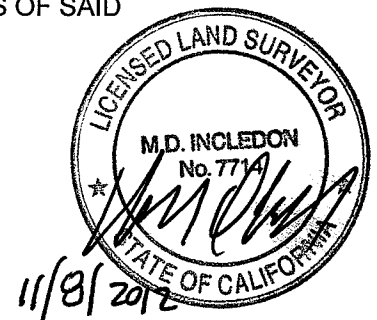
PARCEL 1:

A PORTION OF LOT "B" AS SHOWN ON THE MAP OF THE PARTITION OF LOTS 275, 276, 277 AND 278 AND PART OF THE RIVERBED ADJOINING IN THE LANKERSHIM RANCH LAND AND WATER COMPANY'S SUBDIVISION, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 31 PAGES 39, ET SEQ. OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID MAP OF THE PARTITION BEING FILED IN CASE NO. 70672 OF THE SUPERIOR COURT OF SAID COUNTY, A CERTIFIED COPY OF SAID DECREE BEING RECORDED IN BOOK 4341 PAGE 75 OF DEEDS, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY BOUNDARY OF "LOT 1 AFTER ADJUSTMENT" IN THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED AS INSTRUMENT NUMBER 02-1783215 OF OFFICIAL RECORDS, SAID POINT BEING SHOWN AS A POINT ON THE CORPORATION BOUNDARY OF THE CITY OF LOS ANGELES LYING AT THE NORTHEASTERLY TERMINUS OF THAT LINE SHOWN AS BEARING NORTH 71-29-54 EAST A DISTANCE OF 90.95 FEET IN SAID CERTIFICATE OF COMPLIANCE, THENCE CONTINUING ALONG SAID CORPORATION BOUNDARY AND SAID NORTHERLY BOUNDARY OF "LOT 1 AFTER ADJUSTMENT" SOUTH 71-29-54 WEST A DISTANCE OF 90.95 FEET; THENCE CONTINUING ALONG SAID CORPORATION BOUNDARY AND SAID NORTHERLY BOUNDARY OF "LOT 1 AFTER ADJUSTMENT" NORTH 82-41-39 WEST A DISTANCE OF 105.99 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID "LOT 1 AFTER ADJUSTMENT", SAID POINT SHOWN IN SAID CERTIFICATE OF COMPLIANCE AS BEING THE NORTHWEST CORNER OF LOT 1 TRACT 27621 RECORDED IN MAP BOOK 769, PAGES 14 THROUGH 15; THENCE DEPARTING SAID NORTHERLY BOUNDARY OF SAID "LOT 1 AFTER ADJUSTMENT" NORTH 82-41-39 WEST A DISTANCE OF 10.53 FEET MORE OR LESS TO THE EASTERLY RIGHT OF WAY LINE OF LANKERSHIM BOULEVARD, SAID RIGHT OF WAY BEING 80.00 FEET WIDE, HAVING A HALF WIDTH OF 40.00 FEET AS PER SAID TRACT 27621; THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY NORTH 25-35-56 EAST A DISTANCE OF 132.09 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY OF LANKERSHIM BOULEVARD SOUTH 64-22-28 EAST A DISTANCE OF 122.99 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 254.63 FEET, CONCAVE TO THE NORTHEAST, A RADIAL TO SAID POINT BEARS SOUTH 28-02-16 WEST; THENCE SOUTHEASTERLY AND EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23-57-02 AN ARC LENGTH OF 106.44 FEET, MORE OR LESS TO A POINT ON THE CORPORATION BOUNDARY OF THE CITY OF LOS ANGELES; THENCE CONTINUING ALONG SAID CORPORATION SOUTH 71-29-54 WEST BOUNDARY A DISTANCE OF 71.40 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A PORTION OF LOT "B" AS SHOWN ON THE MAP OF THE PARTITION OF LOTS 275, 276, 277 AND 278 AND PART OF THE RIVERBED ADJOINING IN THE LANKERSHIM RANCH LAND AND WATER COMPANY'S SUBDIVISION, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 31 PAGES 39, ET SEQ. OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID MAP OF THE PARTITION BEING FILED IN CASE NO. 70672 OF THE SUPERIOR COURT OF SAID COUNTY, A CERTIFIED COPY OF SAID DECREE BEING RECORDED IN BOOK 4341 PAGE 75 OF DEEDS, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:



BEGINNING AT A POINT ON THE NORTHERLY BOUNDARY OF "LOT 1 AFTER ADJUSTMENT" IN THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED AS INSTRUMENT NUMBER 02-1783215 OF OFFICIAL RECORDS, SAID POINT BEING SHOWN AS A POINT ON THE CORPORATION BOUNDARY OF THE CITY OF LOS ANGELES LYING AT THE NORTHEASTERLY TERMINUS OF THAT LINE SHOWN AS BEARING NORTH 71-29-54 EAST A DISTANCE OF 90.95 FEET IN SAID CERTIFICATE OF COMPLIANCE; THENCE CONTINUING ALONG SAID CORPORATION BOUNDARY AND NORTHWESTERLY BOUNDARY OF "LOT 4 AFTER ADJUSTMENT" OF SAID CERTIFICATE OF COMPLIANCE NORTH 71-29-54 EAST A DISTANCE OF 555.81 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CORPORATION BOUNDARY AND NORTHWESTERLY BOUNDARY OF "LOT 4 AFTER ADJUSTMENT" OF SAID CERTIFICATE OF COMPLIANCE NORTH 71-29-54 EAST A DISTANCE OF 214.87 FEET; THENCE NORTH 89-59-50 WEST A DISTANCE OF 203.77 FEET; THENCE SOUTH 00-00-10 WEST A DISTANCE OF 68.20 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

A PORTION OF LOT "D" AS SHOWN ON THE MAP OF THE PARTITION OF LOTS 275, 276, 277 AND 278 AND PART OF THE RIVERBED ADJOINING IN THE LANKERSHIM RANCH LAND AND WATER COMPANY'S SUBDIVISION, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 31 PAGES 39, ET SEQ. OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID MAP OF THE PARTITION BEING FILED IN CASE NO. 70672 OF THE SUPERIOR COURT OF SAID COUNTY, A CERTIFIED COPY OF SAID DECREE BEING RECORDED IN BOOK 4341 PAGE 75 OF DEEDS, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY BOUNDARY OF "LOT 4 AFTER ADJUSTMENT" IN THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED AS INSTRUMENT NUMBER 02-1783215 OF OFFICIAL RECORDS, SAID POINT BEING SHOWN AS A POINT ON THE CORPORATION BOUNDARY OF THE CITY OF LOS ANGELES LYING AT THE NORTHEASTERLY TERMINUS OF THAT LINE SHOWN AS BEARING SOUTH 71-29-54 WEST A DISTANCE OF 944.27 FEET IN SAID CERTIFICATE OF COMPLIANCE; SAID POINT ALSO BEING SHOWN AS THE NORTHWESTERLY TERMINUS OF THE SOUTHWESTERLY BOUNDARY OF LOT 2 SHOWN AS THAT LINE BEARING NORTH 45-14-58 WEST A DISTANCE OF 1515.55 FEET IN THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED AS INSTRUMENT NUMBER 04-3404726; THENCE ALONG SAID SOUTHWESTERLY BOUNDARY OF SAID CERTIFICATE OF COMPLIANCE SOUTH 45-14-58 EAST A DISTANCE OF 78.27 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID BOUNDARY OF SAID CERTIFICATE OF COMPLIANCE SOUTH 45-14-58 EAST A DISTANCE OF 466.39 FEET; THENCE DEPARTING SAID BOUNDARY NORTH 24-01-22 EAST A DISTANCE OF 251.98 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 533.57 FEET, CONCAVE TO THE SOUTHWEST, A RADIAL TO SAID POINT BEARS SOUTH 44-00-42 WEST; THENCE CONTINUING NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44-26-15 DEGREES AN ARC LENGTH OF 413.83 FEET TO THE BEGINNING OF A NON-TANGENT LINE; THENCE SOUTH 14-08-53 WEST A DISTANCE OF 53.24 FEET; THENCE NORTH 89-59-50 WEST A DISTANCE OF 46.09 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 4:

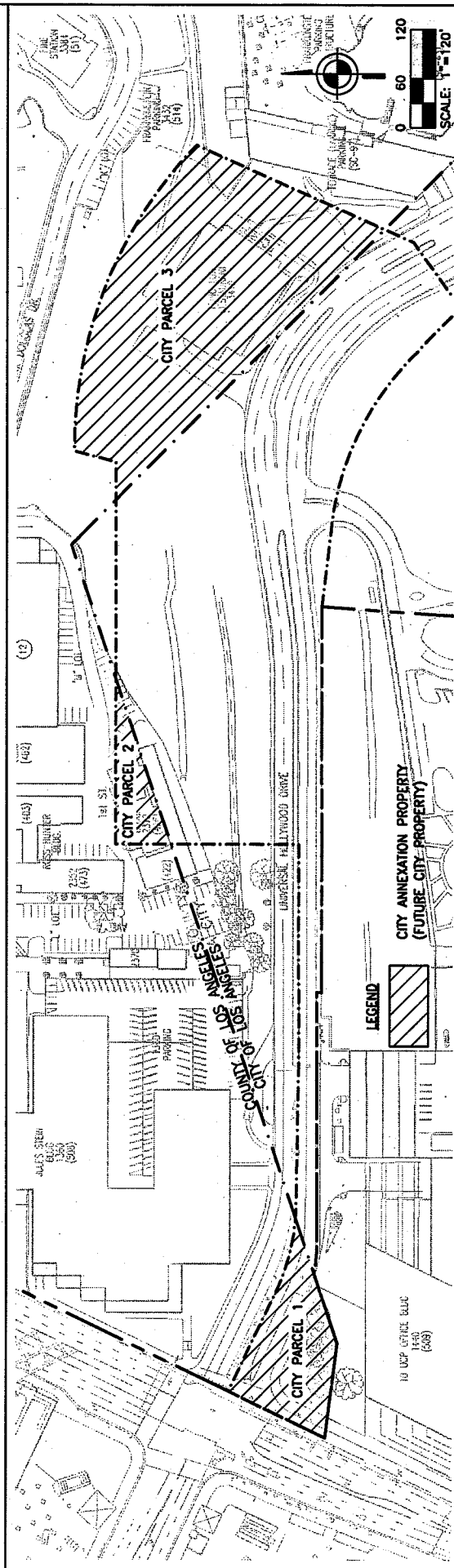
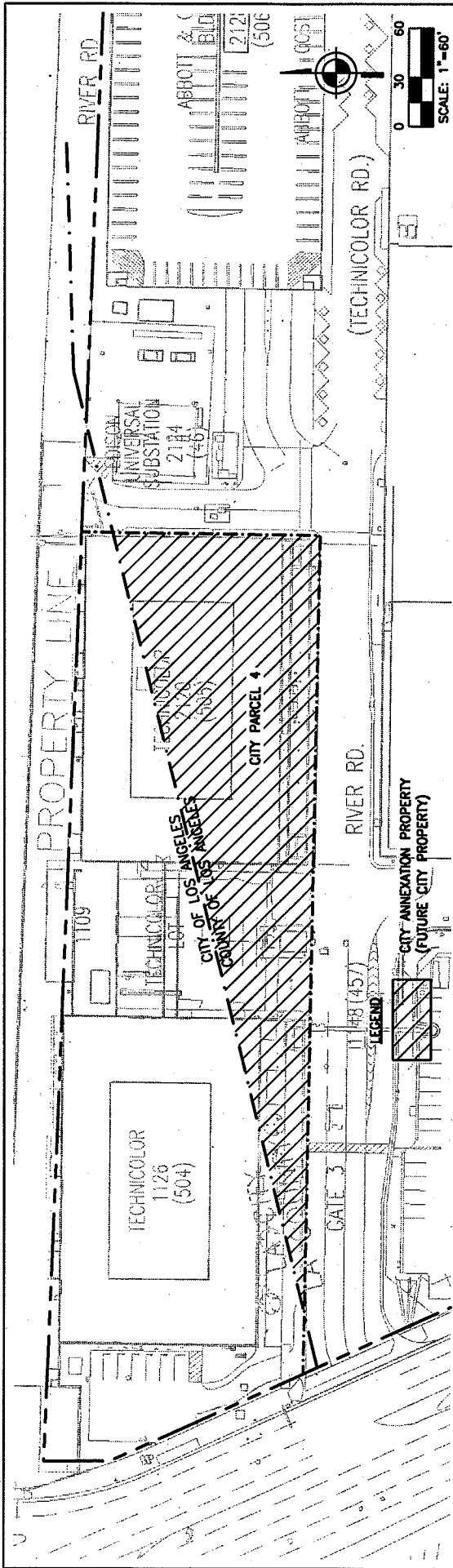
A PORTION OF LOT "B" AS SHOWN ON THE MAP OF THE PARTITION OF LOTS 275, 276, 277 AND 278 AND PART OF THE RIVERBED ADJOINING IN THE LANKERSHIM RANCH LAND AND WATER COMPANY'S SUBDIVISION, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 31 PAGES 39 THROUGH 44, INCLUSIVE, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID MAP OF THE PARTITION BEING FILED IN CASE NO. 70672 OF THE SUPERIOR COURT OF

SAID COUNTY, A CERTIFIED COPY OF SAID DECREE BEING RECORDED IN BOOK 4341 PAGE 75 OF DEEDS, RECORDS OF SAID COUNTY, TOGETHER WITH A PORTION OF THAT LAND DESCRIBED AS LOT 1 IN THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED AS INSTRUMENT NUMBER 04-3404726 OF OFFICIAL RECORDS, SAID CERTIFICATE OF COMPLIANCE FILED WITH COUNTY RECORDER IN SAID COUNTY ON DECEMBER 30, 2004, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT ON THE NORTHERLY BOUNDARY OF LOT 1 IN SAID CERTIFICATE OF COMPLIANCE, SAID POINT BEING THE SOUTHWESTERLY TERMINUS OF THAT LINE SHOWN AS BEARING NORTH 76-13-44 EAST A DISTANCE OF 597.98 FEET, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF LANKERSHIM BOULEVARD; THENCE ALONG SAID NORTHERLY BOUNDARY NORTH 76-13-44 EAST A DISTANCE OF 34.11 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID NORTHERLY BOUNDARY NORTH 76-13-44 EAST A DISTANCE OF 494.33 FEET; THENCE SOUTH 00-43-31 WEST A DISTANCE OF 126.94 FEET; THENCE NORTH 88-53-29 WEST A DISTANCE OF 478.61 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT C

Maps of Annexation Property



NBC UNIVERSAL EVOLUTION PLAN - CITY ANNEXATION PROPERTY (FUTURE CITY PROPERTY)
JANUARY 16, 2013

EXHIBIT D

Legal Description of Detachment Property

NBCUNIVERSAL DETACHMENT PROPERTY (FUTURE COUNTY PARCEL)
LEGAL DESCRIPTION

PARCEL 1:

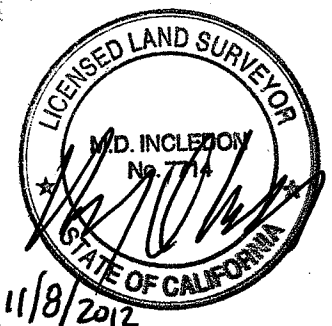
A PORTION OF LOT "D" AS SHOWN ON THE MAP OF THE PARTITION OF LOTS 275, 276, 277 AND 278 AND PART OF THE RIVERBED ADJOINING IN THE LANKERSHIM RANCH LAND AND WATER COMPANY'S SUBDIVISION, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 31 PAGES 39, ET SEQ. OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID MAP OF THE PARTITION BEING FILED IN CASE NO. 70672 OF THE SUPERIOR COURT OF SAID COUNTY, A CERTIFIED COPY OF SAID DECREE BEING RECORDED IN BOOK 4341 PAGE 75 OF DEEDS, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY BOUNDARY OF "LOT 1 AFTER ADJUSTMENT" IN THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED AS INSTRUMENT NUMBER 02-1783215 OF OFFICIAL RECORDS, SAID POINT BEING SHOWN AS A POINT ON THE CORPORATION BOUNDARY OF THE CITY OF LOS ANGELES LYING AT THE NORTHEASTERLY TERMINUS OF THAT LINE SHOWN AS BEARING NORTH 71-29-54 EAST A DISTANCE OF 90.95 FEET IN SAID CERTIFICATE OF COMPLIANCE, THENCE CONTINUING ALONG SAID CORPORATION BOUNDARY AND SAID NORTHERLY BOUNDARY OF "LOT 1 AFTER ADJUSTMENT" NORTH 71-29-54 EAST A DISTANCE OF 71.40 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CORPORATION BOUNDARY NORTH 71-29-54 EAST A DISTANCE OF 484.41 FEET; THENCE DEPARTING SAID CORPORATION BOUNDARY SOUTH 00-00-10 WEST A DISTANCE OF 157.17 FEET; THENCE SOUTH 89-57-59 WEST A DISTANCE OF 269.47 FEET; THENCE NORTH 89-01-24 WEST A DISTANCE OF 180.89 FEET; THENCE NORTH 86-50-55 WEST A DISTANCE OF 5.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 254.63 FEET, CONCAVE TO THE NORTHEAST, A RADIAL TO SAID POINT BEARS NORTH 4-05-14 EAST; THENCE CONTINUING NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00-50-53 DEGREES AN ARC LENGTH OF 3.77 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

A PORTION OF LOT "D" AS SHOWN ON THE MAP OF THE PARTITION OF LOTS 275, 276, 277 AND 278 AND PART OF THE RIVERBED ADJOINING IN THE LANKERSHIM RANCH LAND AND WATER COMPANY'S SUBDIVISION, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 31 PAGES 39, ET SEQ. OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID MAP OF THE PARTITION BEING FILED IN CASE NO. 70672 OF THE SUPERIOR COURT OF SAID COUNTY, A CERTIFIED COPY OF SAID DECREE BEING RECORDED IN BOOK 4341 PAGE 75 OF DEEDS, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY BOUNDARY OF "LOT 1 AFTER ADJUSTMENT" IN THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED AS INSTRUMENT NUMBER 02-1783215 OF OFFICIAL RECORDS, SAID POINT BEING SHOWN AS A POINT ON THE CORPORATION BOUNDARY OF THE CITY OF LOS ANGELES LYING AT THE NORTHEASTERLY TERMINUS OF THAT LINE SHOWN AS BEARING NORTH 71-29-54 EAST A DISTANCE OF 90.95 FEET IN SAID CERTIFICATE OF COMPLIANCE; THENCE CONTINUING ALONG SAID



CORPORATION BOUNDARY AND NORTHWESTERLY BOUNDARY OF "LOT 4 AFTER ADJUSTMENT" OF SAID CERTIFICATE OF COMPLIANCE NORTH 71-29-54 EAST A DISTANCE OF 770.68 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CORPORATION BOUNDARY AND NORTHWESTERLY BOUNDARY OF "LOT 4 AFTER ADJUSTMENT" OF SAID CERTIFICATE OF COMPLIANCE NORTH 71-29-54 EAST A DISTANCE OF 173.62 FEET; THENCE SOUTH 45-14-58 EAST A DISTANCE OF 78.27 FEET; THENCE NORTH 89-59-50 WEST A DISTANCE OF 220.24 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

A PORTION OF LOT "D" AS SHOWN ON THE MAP OF THE PARTITION OF LOTS 275, 276, 277 AND 278 AND PART OF THE RIVERBED ADJOINING IN THE LANKERSHIM RANCH LAND AND WATER COMPANY'S SUBDIVISION, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 31 PAGES 39, ET SEQ. OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID MAP OF THE PARTITION BEING FILED IN CASE NO. 70672 OF THE SUPERIOR COURT OF SAID COUNTY, A CERTIFIED COPY OF SAID DECREE BEING RECORDED IN BOOK 4341 PAGE 75 OF DEEDS, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY BOUNDARY OF "LOT 3 AFTER ADJUSTMENT" IN THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED AS INSTRUMENT NUMBER 02-1783215 OF OFFICIAL RECORDS, SAID POINT ALSO BEING THE NORTHEASTERLY TERMINUS OF THE LINE BEARING SOUTH 85-59-32 EAST A DISTANCE OF 326.70 FEET, SAID POINT ALSO BEING THE NORTHERLY TERMINUS OF THE LINE BEARING SOUTH 04-00-28 WEST A DISTANCE OF 129.43 FEET IN SAID CERTIFICATE OF COMPLIANCE; THENCE SOUTH 04-00-28 WEST A DISTANCE OF 129.43 FEET ALONG THE EASTERLY BOUNDARY OF SAID "LOT 3 AFTER ADJUSTMENT"; THENCE SOUTH 37-24-57 EAST A DISTANCE OF 31.74' ALONG THE EASTERLY BOUNDARY OF SAID "LOT 3 AFTER ADJUSTMENT"; THENCE SOUTH 17-47-37 EAST A DISTANCE OF 21.54 FEET ALONG THE EASTERLY BOUNDARY OF SAID "LOT 3 AFTER ADJUSTMENT"; THENCE SOUTH 07-08-06 EAST A DISTANCE OF 67.27 FEET ALONG THE EASTERLY BOUNDARY OF SAID "LOT 3 AFTER ADJUSTMENT"; THENCE SOUTH 18-36-44 EAST A DISTANCE OF 26.00 FEET ALONG THE EASTERLY BOUNDARY OF SAID "LOT 3 AFTER ADJUSTMENT"; THENCE SOUTH 31-07-35 EAST A DISTANCE OF 33.01 FEET ALONG THE EASTERLY BOUNDARY OF SAID "LOT 3 AFTER ADJUSTMENT"; THENCE SOUTH 18-09-31 EAST A DISTANCE OF 29.16 FEET ALONG THE EASTERLY BOUNDARY OF SAID "LOT 3 AFTER ADJUSTMENT"; THENCE SOUTH 06-59-45 EAST A DISTANCE OF 36.67 FEET ALONG THE EASTERLY BOUNDARY OF SAID "LOT 3 AFTER ADJUSTMENT"; THENCE SOUTH 4-00-28 WEST A DISTANCE OF 91.00 FEET ALONG THE EASTERLY BOUNDARY OF SAID "LOT 3 AFTER ADJUSTMENT"; THENCE SOUTH 10-01-42 EAST A DISTANCE OF 16.49 ALONG THE EASTERLY BOUNDARY OF SAID "LOT 3 AFTER ADJUSTMENT"; THENCE SOUTH 38-35-31 EAST A DISTANCE OF 59.09 FEET ALONG THE EASTERLY BOUNDARY OF SAID "LOT 3 AFTER ADJUSTMENT"; THENCE SOUTH 44-48-23 EAST A DISTANCE OF 26.58 FEET ALONG THE EASTERLY BOUNDARY OF SAID "LOT 3 AFTER ADJUSTMENT"; THENCE SOUTH 23-45-03 EAST A DISTANCE OF 42.94 FEET ALONG THE EASTERLY BOUNDARY OF SAID "LOT 3 AFTER ADJUSTMENT"; THENCE SOUTH 00-21-20 WEST A DISTANCE OF 47.10 FEET ALONG THE EASTERLY BOUNDARY OF SAID "LOT 3 AFTER ADJUSTMENT" TO A NON-TANGENT CURVE HAVING A RADIUS OF 175.00 FEET, CONCAVE SOUTHWESTERLY, A RADIAL TO SAID POINT BEARS SOUTH 41-20-38 WEST; THENCE DEPARTING SAID EASTERLY BOUNDARY OF SAID "LOT 3 AFTER ADJUSTMENT" SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33-24-19 DEGREES AN ARC LENGTH OF 102.03 FEET TO THE BEGINNING OF A TANGENT CURVE; THENCE SOUTH 15-15-03 EAST A DISTANCE OF 211.26 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 225.00 FEET, CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36-39-50 DEGREES AND ARC LENGTH OF 143.98 FEET TO THE BEGINNING OF A TANGENT LINE; THENCE SOUTH 21-24-47 WEST A DISTANCE OF 47.58 FEET; THENCE SOUTH 68-35-13 EAST A DISTANCE OF 662.20 FEET TO THE BEGINNING OF

A TANGENT CURVE HAVING A RADIUS OF 1004.00 FEET, CONCAVE NORTHEASTERLY; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05-58-42 DEGREES AN ARC LENGTH OF 42.29 FEET TO THE BEGINNING OF A TANGENT LINE; THENCE SOUTH 74-33-55 EAST A DISTANCE OF 350.90 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 499.00 FEET, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32-33-57 DEGREES AN ARC LENGTH OF 283.62 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 415.57, CONCAVE TO THE SOUTHEAST, A RADIAL TO SAID POINT OF REVERSE CURVATURE BEARING SOUTH 17-07-53 EAST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16-43-01 DEGREES AND ARC LENGTH OF 121.25 FEET TO THE BEGINNING OF A NON-TANGENT LINE; THENCE NORTH 32-47-36 EAST A DISTANCE OF 36.62 FEET; THENCE SOUTH 57-12-24 EAST A DISTANCE OF 20.00 FEET TO A POINT ON THAT SOUTHERLY BOUNDARY OF LAND AS SHOWN ON THAT RECORD OF SURVEY RECORDED IN BOOK 149 PAGES 82 THROUGH 93, INCLUSIVE, AS INSTRUMENT NUMBER 96-436038, RECORDED IN SAID COUNTY, SAID POINT BEING 29.75 FEET SOUTHWESTERLY OF THE NORTHEAST TERMINUS OF THAT LINE SHOWN BEARING NORTH 32-47-36 A DISTANCE OF 50.08 FEET ON SAID RECORD OF SURVEY; THENCE NORTH 32-47-36 EAST A DISTANCE OF 29.75 FEET ALONG SAID SOUTHERLY BOUNDARY OF SAID RECORD OF SURVEY; THENCE NORTH 21-52-56 EAST A DISTANCE OF 0.82 FEET ALONG SAID SOUTHERLY BOUNDARY OF SAID RECORD OF SURVEY; THENCE DEPARTING SAID SOUTHERLY BOUNDARY OF SAID RECORD OF SURVEY NORTH 45-14-58 WEST A DISTANCE OF 2212.74 FEET ALONG THE SOUTHWESTERLY BOUNDARY OF LOT 2 IN THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED AS INSTRUMENT NUMBER 04-3404726 OF OFFICIAL RECORDS, SAID LINE ALSO BEING THE CORPORATION BOUNDARY OF THE CITY OF LOS ANGELES; THENCE DEPARTING SAID SOUTHWESTERLY BOUNDARY SOUTH 24-01-22 WEST A DISTANCE OF 39.22 FEET; THENCE SOUTH 54-08-42 EAST A DISTANCE OF 99.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 506.50 FEET, CONCAVE SOUTHWESTERLY, A RADIAL TO SAID POINT BEARS SOUTH 49-09-54 WEST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08-21-20 DEGREES AN ARC LENGTH OF 73.86 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 354.95 FEET, CONCAVE TO THE SOUTHWEST, A RADIAL TO SAID POINT BEARS SOUTH 45-52-29 WEST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37-23-39 AN ARC LENGTH OF 231.66 FEET MORE OR LESS, TO A NON-TANGENT LINE; THENCE ALONG SAID NON-TANGENT LINE NORTH 83-17-35 WEST A DISTANCE OF 111.99 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

A PORTION OF LOT "B" AS SHOWN ON THE MAP OF THE PARTITION OF LOTS 275, 276, 277 AND 278 AND PART OF THE RIVERBED ADJOINING IN THE LANKERSHIM RANCH LAND AND WATER COMPANY'S SUBDIVISION, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 31 PAGES 39 THROUGH 44, INCLUSIVE, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID MAP OF THE PARTITION BEING FILED IN CASE NO. 70672 OF THE SUPERIOR COURT OF SAID COUNTY, A CERTIFIED COPY OF SAID DECREE BEING RECORDED IN BOOK 4341 PAGE 75 OF DEEDS, RECORDS OF SAID COUNTY, TOGETHER WITH A PORTION OF THAT LAND DESCRIBED AS LOT 1 IN THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED AS INSTRUMENT NUMBER 04-3404726 OF OFFICIAL RECORDS, SAID CERTIFICATE OF COMPLIANCE FILED WITH COUNTY RECORDER IN SAID COUNTY ON DECEMBER 30, 2004, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT ON THE NORTHERLY BOUNDARY OF LOT 1 IN SAID CERTIFICATE OF COMPLIANCE, SAID POINT BEING THE SOUTHWESTERLY TERMINUS OF THAT LINE SHOWN AS BEARING NORTH 76-13-44 EAST A DISTANCE OF 597.98 FEET, SAID POINT ALSO BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF LANKERSHIM BOULEVARD; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY OF LANKERSHIM BOULEVARD NORTH 24-17-17 WEST A

DISTANCE OF 9.70 FEET; THENCE DEPARTING SAID RIGHT OF WAY OF LANKERSHIM SOUTH 88-53-29 EAST A DISTANCE OF 37.12 FEET; THENCE SOUTH 76-13-44 WEST A DISTANCE OF 34.11 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

A PORTION OF LOT "B" AS SHOWN ON THE MAP OF THE PARTITION OF LOTS 275, 276, 277 AND 278 AND PART OF THE RIVERBED ADJOINING IN THE LANKERSHIM RANCH LAND AND WATER COMPANY'S SUBDIVISION, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 31 PAGES 39 THROUGH 44, INCLUSIVE, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID MAP OF THE PARTITION BEING FILED IN CASE NO. 70672 OF THE SUPERIOR COURT OF SAID COUNTY, A CERTIFIED COPY OF SAID DECREE BEING RECORDED IN BOOK 4341 PAGE 75 OF DEEDS, RECORDS OF SAID COUNTY, TOGETHER WITH A PORTION OF THAT LAND DESCRIBED AS LOT 1 IN THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED AS INSTRUMENT NUMBER 04-3404726 OF OFFICIAL RECORDS, SAID CERTIFICATE OF COMPLIANCE FILED WITH COUNTY RECORDER IN SAID COUNTY ON DECEMBER 30, 2004, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT ON THE NORTHERLY BOUNDARY OF LOT 1 IN SAID CERTIFICATE OF COMPLIANCE, SAID POINT BEING THE NORTHEASTERLY TERMINUS OF THAT LINE SHOWN AS BEARING NORTH 76-13-44 EAST A DISTANCE OF 597.98 FEET, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY OF THE LOS ANGELES COUNTY FLOOD CONTROL CHANNEL AS PER THAT CERTAIN GRANT DEED RECORDED AS INSTRUMENT NUMBER 2787 IN BOOK 36979 PAGES 328 THROUGH 331, INCLUSIVE, RECORDED AUGUST 13, 1951 IN SAID COUNTY RECORDERS OFFICE; THENCE SOUTH 76-13-44 WEST A DISTANCE OF 69.54 FEET ALONG SAID NORTHERLY BOUNDARY OF LOT 1 IN SAID CERTIFICATE OF COMPLIANCE; THENCE NORTH 00-43-31 EAST A DISTANCE OF 19.23 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY OF THE LOS ANGELES COUNTY FLOOD CONTROL CHANNEL; THENCE SOUTH 87-43-35 EAST ALONG SAID SOUTHERLY RIGHT OF WAY OF THE LOS ANGELES COUNTY FLOOD CONTROL CHANNEL TO THE POINT OF BEGINNING.

PARCEL 6:

PORTIONS OF LAND WITHIN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

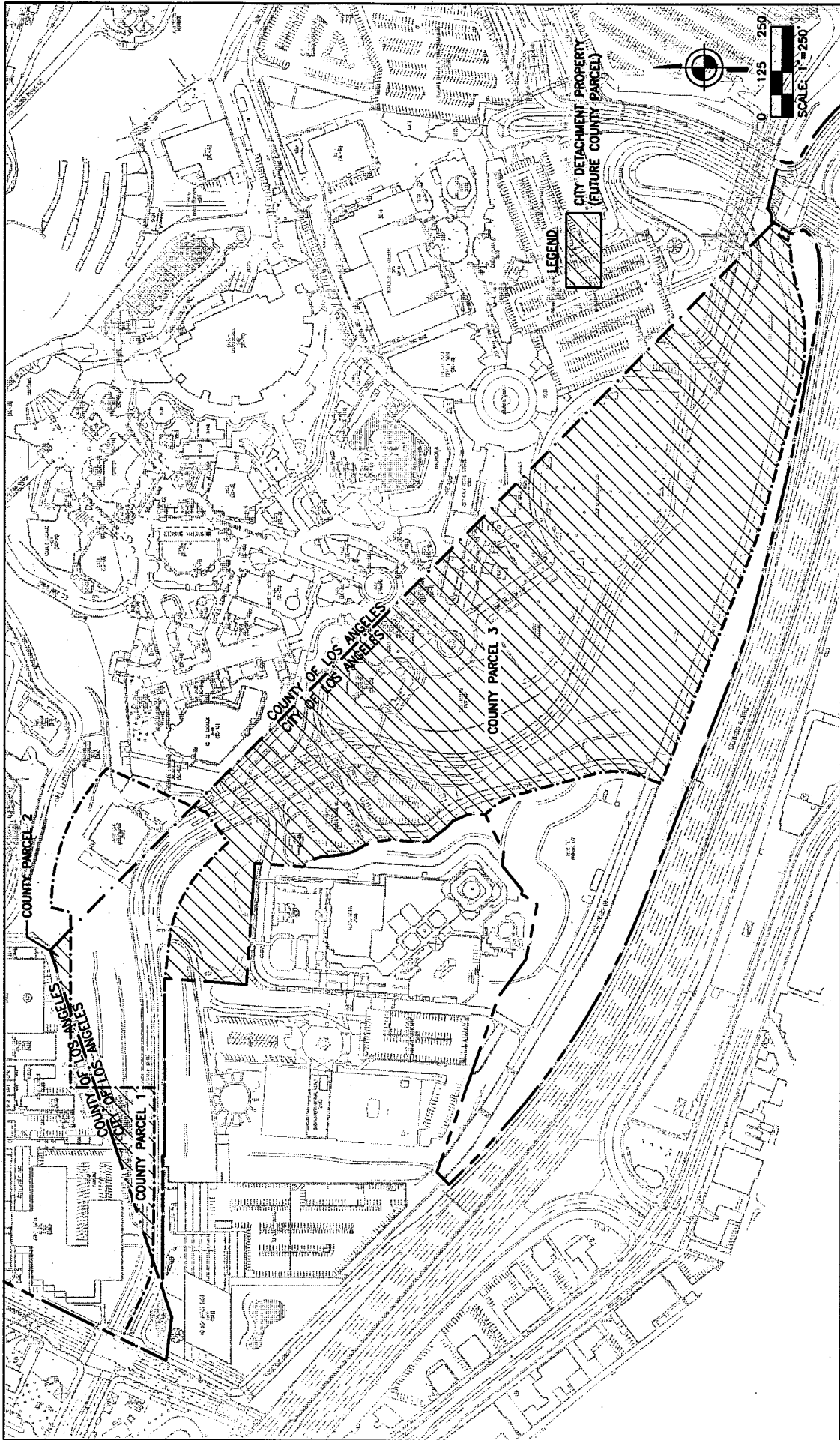
THOSE CERTAIN PORTIONS OF LAND BOUND TO THE WEST BY THE NORTHWESTERLY AND WESTERLY BOUNDARY OF LOT 1 OF THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED AS INSTRUMENT NUMBER 04-3404726, OFFICIAL RECORDS OF SAID COUNTY,

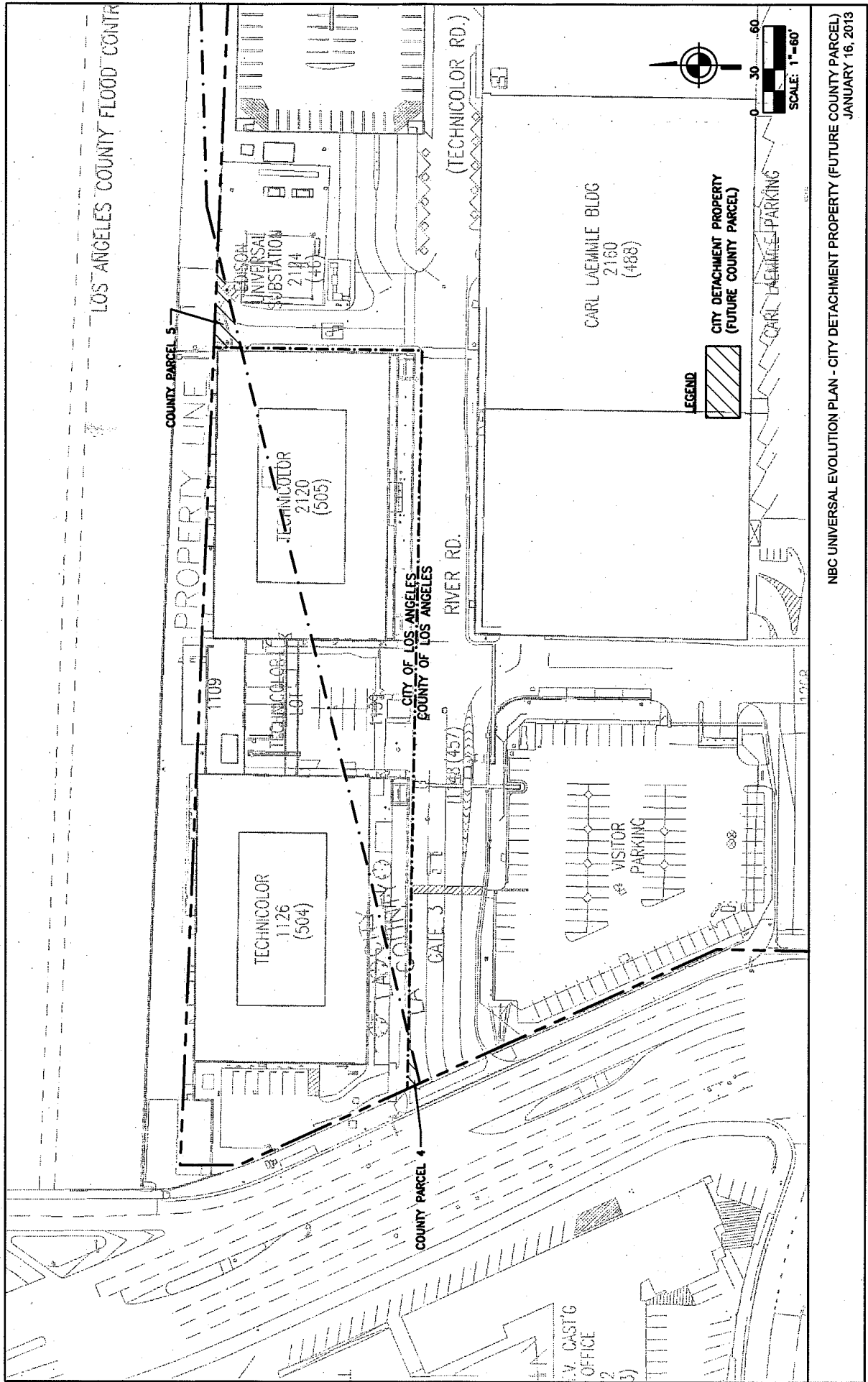
BOUND TO THE NORTH BY THE SOUTHERLY RIGHT OF WAY OF THE LOS ANGELES COUNTY FLOOD CONTROL CHANNEL AS PER THAT CERTAIN GRANT DEED RECORDED AS INSTRUMENT NUMBER 2787 IN BOOK 36979 PAGES 328 THROUGH 331, INCLUSIVE, RECORDED AUGUST 13, 1951 IN SAID COUNTY RECORDERS OFFICE,

BOUND TO THE SOUTH BY THE NORTHERLY LINE OF THAT LAND DESCRIBED AS LOT 1 IN THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED AS INSTRUMENT NUMBER 04-3404726 OF OFFICIAL RECORDS, SAID CERTIFICATE OF COMPLIANCE FILED WITH COUNTY RECORDER IN SAID COUNTY ON DECEMBER 30, 2004 BOUND TO THE EAST BY THE EXTENSION OF THAT CERTAIN LINE LYING IN THE EASTERLY BOUNDARY OF SAID LOT 1 BEARING NORTH 14-46-10 EAST A DISTANCE OF 219.09 FEET EXTENDING NORTHERLY TO THE CENTERLINE OF THE LOS ANGELES RIVER, AS PER LOS ANGELES FLOOD CONTROL FIELD BOOK 2025 PAGES 15 THROUGH 17, INCLUSIVE.

EXHIBIT E

Maps of Detachment Property





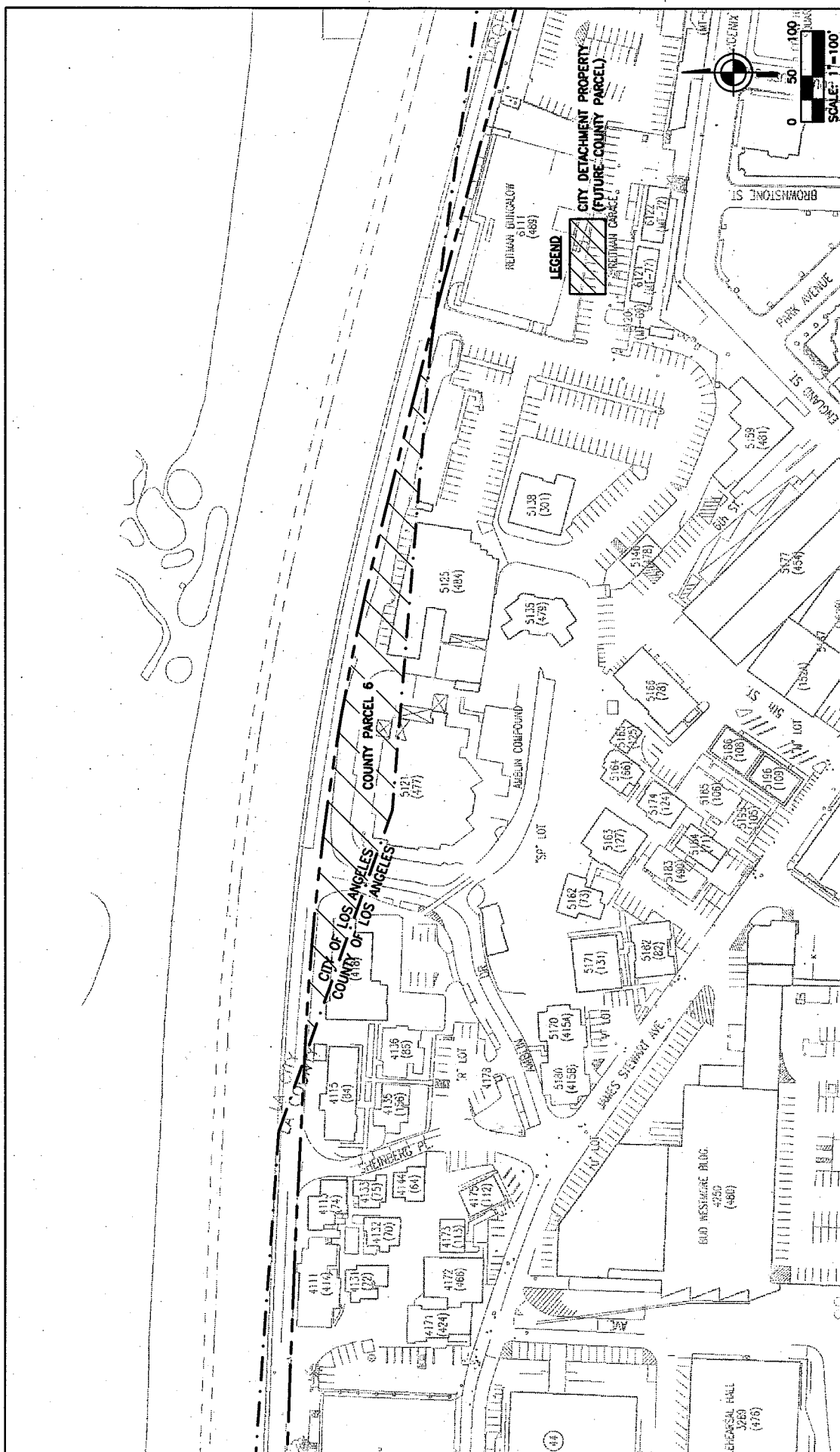


EXHIBIT F

Mitigation Monitoring and Reporting Program

**Mitigation Monitoring and Reporting Program
NBC Universal Evolution Plan
Project No. TR068565**

Table of Contents

A.1 LAND USE – LAND USE PLANS/ZONING	4
A.2 LAND USE – PHYSICAL LAND USE	4
B.1 TRAFFIC / ACCESS – TRAFFIC/CIRCULATION	4
B.2 TRAFFIC / ACCESS – PARKING	12
C. NOISE	12
D. VISUAL QUALITIES – AESTHETICS	15
E.1 LIGHT AND GLARE – NATURAL LIGHT	15
E.2 LIGHT AND GLARE – ARTIFICIAL LIGHT	16
E.3 LIGHT AND GLARE - GLARE	16
F. GEOTECHNICAL	17
G.1.A WATER RESOURCES – SURFACE WATER-DRAINAGE	22
G.1.B WATER RESOURCES – SURFACE WATER QUALITY	23
G.2 WATER RESOURCES – GROUNDWATER	26
H. AIR QUALITY	26
I. BIOTA	30
J.1 CULTURAL RESOURCES – HISTORIC RESOURCES	46
J.2 CULTURAL RESOURCES – ARCHAEOLOGICAL RESOURCES	47
J.3 CULTURAL RESOURCES – PALEONTOLOGICAL RESOURCES	50
K.1 PUBLIC SERVICES – FIRE	54
K.2 PUBLIC SERVICES – POLICE/SHERIFF	57
K.3 PUBLIC SERVICES – SCHOOLS	58
K.4 PUBLIC SERVICES – PARKS AND RECREATION	59
K.5 PUBLIC SERVICES – LIBRARIES	59
L.1 UTILITIES – SEWER	59

L.2 UTILITIES – WATER.....	60
L.3 UTILITIES – SOLID WASTE.....	62
L.4 UTILITIES – ELECTRICITY.....	63
L.5 UTILITIES – NATURAL GAS.....	65
M. ENVIRONMENTAL SAFETY.....	66
N.1 EMPLOYMENT.....	70
N.2 HOUSING.....	71
N.3 POPULATION.....	71
O. CLIMATE CHANGE.....	71

Introduction

As of January 1, 1989, the California Environmental Quality Act (CEQA) requires a Mitigation Monitoring and Reporting Program (MMRP) for projects where mitigation measures are a condition of their approval and development. This MMRP has been prepared in compliance with the requirements of CEQA, Public Resources Code Section 21081.6 and Section 15097 of the CEQA Guidelines. The MMRP describes the procedures the Project Applicant or its successor will use to implement the Mitigation Measures adopted in connection with the approval of the Project and the methods of monitoring and reporting on such actions. Monitoring refers to the observation of mitigation activities at the Project Site, in the design of plans or in the operation of designated agencies. The County of Los Angeles is a Responsible Agency for implementation of the NBC Universal Evolution Plan Project. A MMRP is necessary only for impacts which would be significant if not mitigated.

An Environmental Impact Report (EIR) was prepared to address the potential environmental impacts of the NBC Universal Evolution Plan Project (Project). Where appropriate, the EIR includes recommended mitigation measures to avoid or substantially lessen the significant environmental impacts associated with the Project. The City of Los Angeles and the County entered into a Memorandum of Understanding concerning cooperative efforts to process the Project's environmental documents and entitlements. The City of Los Angeles Department of City Planning served as the lead agency for the EIR, however, the City and County were each involved in the preparation and evaluation of the EIR as set forth in the Memorandum of Understanding. The Project as approved by the City of Los Angeles is "Alternative 10: No Residential Alternative," which the EIR identified as the environmentally superior alternative to the originally proposed project. This MMRP is designed to monitor implementation of these measures that would reduce the Project impacts that are expressly identified as "Mitigation Measures." In addition to Mitigation Measures, which would lessen an otherwise significant Project impact, the Environmental Impact Report includes Project Design Features, which are measures proposed by the Applicant as a feature of the Project, and were taken into consideration in the evaluation of the Project's impacts. As a result, this MMRP lists CEQA Mitigation Measures and Project Design Features together.

Not all Project Design Features and Mitigation Measures will be applicable to all development areas within the Project Site. This MMRP references the Business, Entertainment, Studio, and Back Lot Areas including the streets and roadways in the vicinity as illustrated on Attachment A to this MMRP.

The Project Applicant shall be obligated to provide documentation concerning implementation of the listed Project Design Features and Mitigation Measures to the appropriate Monitoring Agency as listed in the table below. Unless otherwise specified in Project Design Features or Mitigation Measures, the County of Los Angeles shall have sole authority with regard to projects built pursuant to the County Specific Plan and the City of Los Angeles shall have sole authority with regard to projects built within the City's jurisdiction. Project Design Features and Mitigation Measures applicable only to County of Los Angeles Projects are noted (Co), those Project Design Features and Mitigation Measures applicable only to City of Los Angeles

Projects are noted (Ci), and Project Design Features and Mitigation Measures applicable to both City and County Projects are noted (Ci/Co). For those Project Design Features and Mitigation Measures applicable only to the City of Los Angeles Projects noted (Ci), only the alpha-numeric designation is provided to identify those Project Design Features and Mitigation Measures as the responsibility of the City of Los Angeles to enforce. Please refer to the City MMRP for those Project Design Features and Mitigation Measures applicable to projects developed within the City of Los Angeles.

Enforcement

The MMRP for the Project will be in place throughout all phases of development of the Project. The entity responsible for implementing each Project Design Feature or Mitigation Measure is set forth within the text of the Project Design Feature or Mitigation Measure itself. The entity responsible for implementing the Project Design Feature or Mitigation Measure shall also be obligated to provide certification, as identified below, to the appropriate Monitoring Agency that compliance with the required Project Design Feature or Mitigation Measure has been implemented.

Program Modification

The City of Los Angeles as the Lead Agency approved and adopted the final Project MMRP for the Evolution Plan Project on November 14, 2012. Minor changes and modifications to the MMRP are permitted, but can only be made by the Project Applicant or its successor subject to the approval by the Lead Agency for Project Design Features and Mitigation Measures applicable to the Lead Agency. In conjunction with any appropriate agencies or departments, the Lead Agency will determine the adequacy of any proposed change or modification. The County of Los Angeles and other responsible agencies have the authority and requirement under CEQA to approve their own MMRPs for the Project, provided that Mitigation Measures therein address only the direct or indirect environmental effects of those parts of the Project, which the responsible agency decides to carry out, finance, or approve. (Pub. Resources Code § 21081.6(a); CEQA Guidelines §§ 15096(g)(1), 15097(d).) Minor changes and modifications to any MMRP approved by a responsible agency can only be made by the Project Applicant or its successor subject to the approval by that responsible agency. Any revisions to a Mitigation Measure in the final MMRP or any MMRP adopted thereafter by a responsible agency must achieve the same level or more of mitigation as the original mitigation measure and not result in new or more severe environmental impacts.

MMRP Attachments

Attachment A	Project Development Areas
Attachment B	Los Angeles Department of Transportation Assessment Letter
Attachment C	Vibration Mitigation Area in southern portion of the Back Lot
Attachment D	Maximum Allowable Heights
Attachment E	Report of Geotechnical Investigation NBC Universal Evolution Plan (March 2010)
Attachment F	Drainage Areas
Attachment G	Universal Studios Potential Historic District Preservation Plan
Attachment H	Areas designated as high, moderate or low sensitivity for the presence of buried prehistoric archaeological sites (<i>DEIR Fig. 202</i>)
Attachment I	Areas designated as high sensitivity for the presence of buried historical period archaeological sites (<i>DEIR Fig. 203</i>)

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
A.1 LAND USE – Land Use Plans/Zoning					
Project Design Features					
No Project Design Features are identified in the Environmental Impact Report for this environmental issue.	None	N/A	N/A	N/A	N/A
Mitigation Measures					
No Mitigation Measures are identified in the Environmental Impact Report for this environmental issue.	None	N/A	N/A	N/A	N/A
A.2 LAND USE – Physical Land Use					
Project Design Features					
No Project Design Features are identified in the Environmental Impact Report for this environmental issue.	None	N/A	N/A	N/A	N/A
Mitigation Measures					
No Mitigation Measures are identified in the Environmental Impact Report for this environmental issue.	None	N/A	N/A	N/A	N/A
B.1 TRAFFIC / ACCESS – Traffic/Circulation					
The Traffic Access / Traffic Circulation Project Design Features and Mitigation Measures set forth in the Environmental Impact Report and this MMRP include several off-site improvements and fair-share funding obligations. These traffic-related Project Design Features and Mitigation Measures are all part of the Transportation Improvement Program for the Project. The Transportation Improvement Program shall be implemented according to the final adopted phasing program presented in Attachment B to this MMRP, as may be modified and approved by the City of Los Angeles Department of Transportation in accordance with these provisions. The Transportation Improvement Program phasing program may be revised, where appropriate and as determined, by the City of Los Angeles Department of Transportation: (1) upon demonstration that Mitigation Measures for each phase in the revised phasing plan are equivalent or superior to the original Project Design Feature and/or Mitigation Measures, and/or (2) upon demonstration that approval or implementation of Project Design Features or Mitigation Measures have been delayed by other governmental entities, provided that the Project Applicant or its successor has demonstrated reasonable efforts and due diligence to the satisfaction of the City of Los Angeles Department of Transportation.					
Project Design Features					
PDF B-1 (Ci/Co): The Project Applicant or its successor shall prepare and implement a Transportation Demand Management program to reduce traffic impacts of the Project encouraging Project employees and patrons to reduce vehicular	a. Provide documentation satisfactory to the Director that a Preliminary TDM plan	Preliminary TDM plan prior to the issuance of the first Substantial Conformance	Applicant	Director of Regional Planning in consultation with the Department of Public Works, Traffic and	____/____/____

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
traffic on the street and freeway system during the most congested time periods of the day. The Transportation Demand Management program shall include implementation of several Transportation Demand Management strategies, which may include, but are not limited to the following: • Flexible work schedules and telecommuting programs; • Alternative work schedules; • Bicycle and pedestrian-friendly environment (i.e., established and clear pedestrian networks, intersections, and built environments); • Bicycle amenities; • Rideshare/carpool/vanpool promotion and support; • Mixed-use development; • Education and information on alternative transportation modes; • Transportation Information Center; • Guaranteed Ride Home Program; • Join an existing or form a new Transportation Management Association; • On-site flex cars; • Discounted employee and tenant transit passes; and • Financial mechanisms and/or programs to provide for the implementation of the Transportation Demand Management program. The Transportation Demand Management program shall be subject to the approval of the applicable jurisdiction. In the City, it shall be subject to the approval of the Los Angeles Department of Transportation. In the County, it shall be subject to the approval of the Director of Regional Planning.	has been prepared to the satisfaction of the City of Los Angeles Department of Transportation. b. Provide documentation satisfactory to the Director that a Final TDM plan has been prepared to the satisfaction of the City of Los Angeles Department of Transportation.	Review for the first Project developed under this Specific Plan. Final TDM plan prior to the issuance of the permanent certificate of occupancy for the first Project developed under this Specific Plan.		Lighting Division. (See City MMRP for projects in the City.) Director of Regional Planning in consultation with County Department of Public Works, Traffic and Lighting Division. (See City MMRP for projects in the City.)	
PDF B-2: Deleted due to selection of Alternative 10.	None	N/A	N/A	N/A	N/A

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
PDF B-3 (Ci/Co): Buddy Holly Drive between Barham Boulevard and the US 101 northbound off-ramp shall be widened from its current configuration of two westbound lanes to three westbound lanes. The roadway shall continue to accommodate only westbound traffic on this section.	Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed roadway improvements by County for improvements in County (See Attachment B).	At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (See Attachment B).	Applicant	Department of Public Works. (See City MMRP for projects in the City.)	___/___/___
PDF B-4 (Ci/Co): Buddy Holly Drive between the US 101 northbound off-ramp to Donald O'Connor Drive shall be widened to accommodate between four and five lanes. At the approach to Donald O'Connor Drive, a dedicated right-turn lane shall be provided, and a dedicated left-turn lane onto the northbound US-101 Freeway shall be provided.	Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed roadway improvements by County for improvements in County (See Attachment B).	At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (See Attachment B).	Applicant	Department of Public Works. (See City MMRP for projects in the City.)	___/___/___
PDF B-5 (Ci/Co): The final segment of Buddy Holly Drive between Donald O'Connor Drive and Universal Studios Boulevard/Universal Center Drive may be widened to accommodate four westbound travel lanes and two eastbound travel lanes. If this segment of Buddy Holly Drive is widened, the US 101 northbound on-ramp at Universal Studios Boulevard/Buddy Holly Drive shall be relocated maintaining the existing 12-foot travel lane, an 8-foot left shoulder, and a 6-foot right shoulder. Entrance to the on-ramp shall be reconfigured from the	Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed roadway improvements by County for	At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (See Attachment B).	Applicant	Department of Public Works. (See City MMRP for projects in the City.)	___/___/___

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
existing northbound right-turn lane off of Universal Studios Boulevard to a right-turn off the new westbound lanes on Buddy Holly Drive between Donald O'Connor Drive and Universal Studios Boulevard/Universal Center Drive. If operated under two-way flow, the westbound approach on Buddy Holly Drive would include two left-turn lanes, one through lane, and two free-flow right-turn lanes. Also, Universal Studios Boulevard would be restriped to provide a northbound right-turn lane, and the eastbound approach would be restriped to provide one left-turn lane and one shared through/right-turn lane. The entire improvement described above would not be needed if Buddy Holly remains a one-way eastbound street.	Improvements in County (See Attachment B).				
PDF B-6 (Ci): For more information see Attachment B to this MMRP.	See Attachment B.	See Attachment B.	Applicant	City of Los Angeles	___/___/___
PDF B-7 (Ci/Co): The new development calls for the realignment and widening of Universal Hollywood Drive, which extends between the Universal Tram stop east of Lankershim Boulevard and Universal Studios Boulevard, providing access to parking structures within Universal Studios Hollywood and the entrance to CityWalk near Universal CityWalk, to improve overall circulation both on-site and off-site.	Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed roadway improvements by County for improvements in County (See Attachment B).	At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (See Attachment B).	Applicant	Department of Public Works. (See City MMRP for projects in the City.)	___/___/___
PDFs B-8, B-9, B-10, B-11 and B-12 (Ci): For more information see Attachment B to this MMRP.	See Attachment B.	See Attachment B.	Applicant	City of Los Angeles.	___/___/___
PDF B-13: Deleted due to selection of Alternative 10.	N/A	N/A	N/A	N/A	N/A
Mitigation Measures					
MMs B-1 and B-2 (Ci): For more information see Attachment B to this MMRP.	See Attachment B.	See Attachment B.	Applicant	City of Los Angeles.	___/___/___

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
MMs B-3 and B-4 (Ci): For more information see Attachment B to this MMRP.	See Attachment B.	See Attachment B.	Applicant	City of Los Angeles; CALTRANS.	___/___/___
MM B-5 (Ci): For more information see Attachment B to this MMRP.	See Attachment B.	See Attachment B.	Applicant	City of Los Angeles.	___/___/___
MM B-6 (Ci/Co): The Project Applicant or its successor shall implement the following Lankershim Boulevard Corridor improvements: a. Deleted due to selection of Alternative 10; b. Deleted due to selection of Alternative 10; c. Restripe James Stewart Avenue at its intersection with Lankershim Boulevard to provide one left-turn, one shared through/left-turn, and dual right-turn lanes in the westbound direction (Co); d. (Ci) For more information see Attachment B to this MMRP; e. Widen Main Street at its intersection with Lankershim Boulevard to improve ingress/egress to/from the Project Site (Co); f. Deleted due to selection of Alternative 10; g. (Ci) For more information see Attachment B to this MMRP; h. (Ci) For more information see Attachment B to this MMRP; i. (Ci) For more information see Attachment B to this MMRP; j. Widen Universal Hollywood Drive at its intersection with Lankershim Boulevard to provide a separate westbound left-turn lane and additional signal equipment for protected left-turn phasing on the east-west approach (Ci/Co); k. (Ci) For more information see Attachment B to this MMRP; l. (Ci) For more information see Attachment B to this MMRP; and m. Deleted due to selection of Alternative 10.	Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed roadway improvements by County for improvements in County (See Attachment B).	At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (See Attachment B).	Applicant	Department of Public Works. (See City MMRP for projects in the City.)	___/___/___

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
MMs B-7, B-8, B-9 and B-10 (Ci): For more information see Attachment B to this MMRP.	See Attachment B.	See Attachment B.	Applicant	City of Los Angeles.	___/___/___
MM B-11: Deleted due to selection of Alternative 10.	None	N/A	N/A	N/A	N/A
MMs B-12 and B-13 (Ci): For more information see Attachment B to this MMRP.	See Attachment B.	See Attachment B.	Applicant	City of Los Angeles.	___/___/___
MM B-14: Deleted due to selection of Alternative 10.	None	N/A	N/A	N/A	N/A
MMs B-15 and B-16(Ci): For more information see Attachment B to this MMRP.	See Attachment B.	See Attachment B.	Applicant	City of Los Angeles.	___/___/___
MM B-17: Deleted due to selection of Alternative 10.	None	N/A	N/A	N/A	N/A
MMs B-18, B-19 and B-20 (Ci): For more information see Attachment B to this MMRP.	See Attachment B.	See Attachment B.	Applicant	City of Los Angeles.	___/___/___
MM B-21: Deleted due to selection of Alternative 10.	None	N/A	N/A	N/A	N/A
MMs B-22 and B-23 (Ci): For more information see Attachment B to this MMRP.	See Attachment B.	See Attachment B.	Applicant	City of Los Angeles; CALTRANS.	___/___/___
MMs B-24 and B-25: Deleted due to selection of Alternative 10.	None	N/A	N/A	N/A	N/A
MM B-26 (Ci): For more information see Attachment B to this MMRP.	See Attachment B.	See Attachment B.	Applicant	City of Los Angeles; CALTRANS.	___/___/___
MMs B-27, B-28 and B-29 (Ci): For more information see Attachment B to this MMRP.	See Attachment B.	See Attachment B.	Applicant	City of Los Angeles; City of Burbank.	___/___/___
MM B-30 (Ci): For more information see Attachment B to this MMRP.	See Attachment B.	See Attachment B.	Applicant	City of Los Angeles; City of Burbank; CALTRANS.	___/___/___
MM B-31 (Ci): For more information see Attachment B to this MMRP.	See Attachment B.	See Attachment B.	Applicant	City of Los Angeles; City of Burbank.	___/___/___
MM B-32: Deleted due to selection of Alternative 10.	None	N/A	N/A	N/A	N/A
MMs B-33, B-34, B-35, B-36, B-37, B-38, B-39, B-40 and B-41 (Ci): For more information see Attachment B to this MMRP.	See Attachment B.	See Attachment B.	Applicant	City of Los Angeles; City of Burbank.	___/___/___
MM B-42: Deleted due to selection of Alternative 10.	None	N/A	N/A	N/A	N/A
MM B-43 (Ci/Co): All construction workers shall be prohibited from parking on neighborhood streets offsite. To the extent that parking would not be	Include prohibiting construction worker parking on	On-going during construction.	Applicant / Contractor	Department of Public Works.	___/___/___

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party (See City MMRP for projects in the City.)	Date Completed
available on-site, parking shall be provided by the Project Applicant or its successor at offsite locations. A construction worker shuttle service shall be provided if an offsite parking lot is not within reasonable walking distance of the Project Site.	neighborhood streets off-site in construction traffic management plan.			(See City MMRP for projects in the City.)	
MM B-44 (Ci/Co): The Project Applicant or its successor shall prepare construction traffic management plans, including but not limited to street closure information, detour plans, haul routes, and staging plans, satisfactory to the affected jurisdictions. The construction traffic management plans shall be based on the nature and timing of the specific construction and other projects in the vicinity of the Project Site, and shall include the following elements as appropriate: 1. Provisions to configure construction parking to minimize traffic interference; 2. Provisions for temporary traffic control during all phases of construction activities to improve traffic flow on public roadways (e.g., flag person); 3. Scheduling construction activities to reduce the effect on traffic flow on public roadways; 4. Rerouting construction trucks to reduce travel on congested streets; 5. Consolidating construction truck deliveries; 6. Provision of dedicated turn lanes for movement of construction trucks and equipment on- and off-site; 7. Construction-related vehicles shall not park on any residential street; 8. Provision of safety precautions for pedestrians and bicyclists through such measures as alternate routing, and protection barriers; 9. All contractors shall be required to participate in a common carpool registry during all periods of contract performance monitored and maintained by the contractor; 10. Schedule construction-related deliveries, other	Prepare construction traffic management plan with required plan provisions as set forth in mitigation measure.	Prior to issuance of building permit.	Applicant / Contractor	Department of Public Works. (See City MMRP for projects in the City.)	____/____/____

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
than concrete and earthwork-related deliveries to reduce travel during peak travel periods; 11. Construction vehicle travel through neighboring jurisdictions other than the City of Los Angeles shall be conducted in accordance with the standard rules and regulations established by the respective jurisdictions where such jurisdictions would be subject to construction impacts. These include allowable operating times for construction activities, truck haul routes, clearance requirements, etc.; 12. Prior to the issuance of any permit for the Project, required permits for the truck haul routes, if applicable, shall be obtained from the City of Los Angeles; 13. Obtain a Caltrans transportation permit for use of oversized transport vehicles on Caltrans facilities; and 14. Submit a traffic management plan to Caltrans for approval to avoid potential access restrictions to and from Caltrans facilities. 15. In order to facilitate coordination with funeral processions, the Applicant shall provide the Forest Lawn Memorial-Park Association 72-hour notice of major improvements to Forest Lawn Drive. 16. During construction, lane closures on Forest Lawn Drive shall be limited in terms of scope and duration to the extent feasible. A minimum of one lane of through traffic shall be maintained on Forest Lawn Drive in each direction at all times. MM B-45 (Ci): For more information see Attachment B to this MMRP. MMs B-46 and B-47 (Ci): For more information see Attachment B to this MMRP.					
	See Attachment B.	See Attachment B.	Applicant	City of Los Angeles.	___/___/___
	See Attachment B.	See Attachment B.	Applicant	City of Los Angeles; CALTRANS.	___/___/___

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
B.2 TRAFFIC / ACCESS – Parking					
Project Design Features					
<i>No Project Design Features are identified in the Environmental Impact Report for this environmental issue.</i>	None	N/A	N/A	N/A	N/A
Mitigation Measures					
<i>No Mitigation Measures are identified in the Environmental Impact Report for this environmental issue.</i>	None	N/A	N/A	N/A	N/A
C. NOISE					
Project Design Features					
PDF C-1 (Ci/Co): The Project shall not utilize pile driving machinery as part of its construction equipment mix.	Include in Construction Management Plan.	Prior to issuance of building permit.	Applicant / Contractor	Department of Public Works. (See City MMRP for projects in the City.)	___/___/___
PDFs C-2 and C-3 (Ci): Not applicable to development in the County.	None by County.	See City MMRP.	See City MMRP.	City of Los Angeles.	Not applicable to County.
Mitigation Measures					
MM C-1 (Ci/Co): When Project construction staging occurs within 500 feet of an occupied residential structure that is located outside of the combined boundaries of the Universal Studios Specific Plan and the City jurisdiction, or along the frontage of Forest Lawn Memorial Park, Hollywood Hills, the contractor shall: Locate stationary construction equipment away from the occupied residential structure or install temporary acoustic barriers around stationary construction noise sources; and Shut off construction equipment that is not in use.	Include in Construction Management Plan.	Prior to issuance of building permit.	Applicant / Contractor	Department of Public Works. (See City MMRP for projects in the City.)	___/___/___
MM C-2 (Ci/Co): Project construction or grading activity shall be permitted during the following times: - Monday through Friday (non-legal Holidays) between 7:00 A.M. and 7:00 P.M.; - Saturdays between 8:00 A.M. and 6:00 P.M.;	Include in Construction Management Plan.	Prior to issuance of building permit.	Applicant / Contractor	Department of Public Works. (See City MMRP for projects in the City.)	___/___/___

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
except that no hauling shall occur along Forest Lawn Drive during this time. <u>Exceptions</u> Notwithstanding the above permitted times, the following construction activities may occur between 7:00 P.M. and 7:00 A.M. Monday through Friday (non-legal holidays), between 6:00 P.M. and 8:00 A.M. on Saturdays, and on Sundays and legal Holidays: • Construction activities conducted within an enclosed structure that either: (1) do not result in an audible sound outside of the combined boundaries of the proposed Universal Studios Specific Plan and the City jurisdiction; or (2) are located more than 400 feet from an occupied residential structure that is located outside of the combined boundaries of the proposed Universal Studios Specific Plan and the City jurisdiction. • Those construction activities which must occur during otherwise prohibited hours due to restrictions imposed by a public agency. • Roofing activities in the Studio, Entertainment, and Business Areas which cannot be conducted during daytime hours due to weather conditions, provided at least 72 hour advance written notice is submitted to the County Department of Public Works or City Building and Safety Department, as appropriate to jurisdiction. • Emergency repairs, such as repairs to damaged utility infrastructure. • Project construction activities which cannot be interrupted (e.g., continuous concrete pours and other activities which affect health and safety as approved by the County Department of Public Works or City Building and Safety Department, as appropriate to jurisdiction).					
MM C-3 (C): <i>Not applicable to development in the County.</i>	<i>None by County.</i>	<i>See City MMRP.</i>	<i>See City MMRP.</i>	<i>City of Los Angeles.</i>	<i>Not applicable to County.</i>

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
MM C-4: Deleted due to selection of Alternative 10.	None	N/A	N/A	N/A	N/A
MM C-5 (Ci/Co): In the event that there are concurrent cumulative hauling activities from the Project and related projects along or adjacent to Forest Lawn Drive that result in 78 haul trips per hour, the Applicant or its successor shall monitor whether such hauling results in increases of noise greater than 5 decibels above ambient within the Rancho Neighborhood in the City of Burbank. If noise increases generated by the concurrent hauling from the Project and related projects along Forest Lawn Drive exceed 5 decibels above ambient, the Applicant or its successor shall install or contribute to the installation of a sound wall consistent with the following: - The installation of a noise barrier shall occur along the north end of Forest Lawn Drive. The barrier shall extend approximately 0.4 mile along Forest Lawn Drive across from the Rancho Neighborhood. The barrier may consist of plywood panels (fifteen feet in height) and each panel shall overlap each end by 4 inches. - The Applicant or its successor shall post notices on the temporary noise barrier adjacent to the north side of Forest Lawn Drive that no unauthorized materials (such as graffiti or posters) may be posted on the temporary barrier and shall visually inspect and remove graffiti and/or unauthorized posters from the temporary barrier within 24 hours, as necessary.	Include in Construction Management Plan for Projects that would require hauling on Forest Lawn Drive in excess of 78 haul trips per hour.	Prior to issuance of grading or building permit, if applicable.	Applicant	Department of Regional Planning. (See City MMRP for projects in the City.)	____/____/____
MM C-6 (Ci/Co): During Project construction, the Applicant or its successor shall: Prior to initiation of Project hauling along Forest Lawn Drive, the Applicant shall coordinate with the Los Angeles Department of Transportation to determine the number of haul truck trips scheduled to occur along Forest Lawn Drive at that time in connection with the Forest Lawn	Include in Construction Management Plan for Projects that would require hauling on Forest Lawn Drive.	Prior to issuance of grading or building permit, if applicable.	Applicant	Department of Regional Planning. (See City MMRP for projects in the City.)	____/____/____

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
Memorial-Park Master Plan and the Oakwood Garden Apartments expansion. - The Applicant shall limit the Project's haul truck trips such that cumulative haul truck trips on Forest Lawn Drive from the Project, Forest Lawn Memorial-Park Master Plan, and the Oakwood Garden Apartments expansion does not exceed 140 haul truck trips per hour. - At such time as the haul truck trips from the Forest Lawn Memorial-Park Master Plan and the Oakwood Garden Apartments expansion are reduced from the level established at the time Project hauling is initiated, the Los Angeles Department of Transportation may allow the Applicant to increase the Project's haul truck trips up to a cumulative total of 140 haul trips per hour.					
MM C-7 (Ci/Co): Prior to the issuance of a City of Los Angeles haul route permit for hauling on Forest Lawn Drive, the Applicant shall have provided notice to Forest Lawn Memorial-Park Association 10 days in advance of any hearing on a haul route permit for Project hauling on Forest Lawn Drive.	Provide notice to Forest Lawn Memorial-Park Association.	10-days prior to hearing for City of Los Angeles haul route permit.	Applicant	Department of Regional Planning. (See City MMRP for projects in the City.)	____/____/____
D. VISUAL QUALITIES – Aesthetics					
Project Design Features					
PDFs D-1, D-2, D-3 and D-4 (Ci): Not applicable to development in the County.	None by County.	See City MMRP.	See City MMRP.	City of Los Angeles.	Not applicable to County.
Mitigation Measures					
No Mitigation Measures are identified in the Environmental Impact Report for this environmental issue.	None	N/A	N/A	N/A	N/A
E.1 LIGHT AND GLARE – Natural Light					
Project Design Features					
No Project Design Features are identified in the Environmental Impact Report for this environmental	None	N/A	N/A	N/A	N/A

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
<i>issue.</i>					
Mitigation Measures					
MM E.1-1 (Ci/Co): Prior to issuance of a building permit for structures proposed to be built within 560-feet of Lankershim Boulevard and 440-feet of Universal Hollywood Drive within the 850-foot or 890-foot MSL Height Zones, the Project Applicant or its successor shall submit a site specific shadow study that illustrates that the proposed structure would not cause the Campo de Cahuenga historic site to be shaded for more than 3.0 continuous hours between 9:00 A.M. and 3:00 P.M. PST during the Spring Equinox or add shading to an area of the Campo de Cahuenga historic site already shaded continuously for 3.0 hours during the Winter Solstice.	Provide shadow study for applicable structure(s).	Prior to issuance of building permit for applicable structure(s).	Applicant / Project Architect	Department of Regional Planning. (See City MMRP for projects in the City.)	___/___/___
MM E.1-2 (Co): Structures proposed to be built within the 850-foot MSL Height Zone shall conform with the Project's height limitations and setback requirements as shown on Attachment D to this MMRP.	Provide drawings showing building heights and setbacks for applicable structure(s).	Prior to issuance of building permit for applicable structure(s).	Applicant / Project Architect	Department of Regional Planning.	___/___/___
MMs E.1-3 and E.1-4: Deleted due to selection of Alternative 10.	None	N/A	N/A	N/A	N/A
E.2 LIGHT AND GLARE – Artificial Light					
Project Design Features					
PDF E-2-1 (Ci): Not applicable to development in the County.	None by County.	See City MMRP.	See City MMRP.	City of Los Angeles.	Not applicable to County.
Mitigation Measures					
<i>No Mitigation Measures are identified in the Environmental Impact Report for this environmental issue.</i>	None	N/A	N/A	N/A	N/A
E.3 LIGHT AND GLARE - Glare					
Project Design Features					
PDF E-3-1 (Ci): Not applicable to development in the County.	None by County.	See City MMRP.	See City MMRP.	City of Los Angeles.	Not applicable to County.

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
Mitigation Measures					
No Mitigation Measures are identified in the Environmental Impact Report for this environmental issue.	None	N/A	N/A	N/A	N/A
F. GEOTECHNICAL					
Project Design Features					
PDF F-1 (Ci/Co): All Project construction would conform to the requirements of the applicable building code, including all provisions related to seismic safety.	Provide drawings with Project pursuant to the applicable building code.	Prior to issuance of building permit.	Applicant / Project Engineer / Project Architect	Department of Public Works. (See City MMRP for projects in the City.)	/ /
PDF F-2 (Ci/Co): As part of Project grading, erosion and sedimentation control measures would be implemented during site grading to reduce erosion impacts. The Project Applicant or its successor would also comply with all construction site runoff control and implement construction "Best Management Practices" under applicable state and local requirements, as discussed further in Section IV.G.1.b, Water Resources – Surface Water Quality of the Draft EIR.	Provide Construction Management Plan including applicable Best Management Practices.	Prior to issuance of grading permits.	Applicant / Contractor	Department of Public Works. (See City MMRP for projects in the City.)	/ /
PDF F-3 (Ci/Co): Dewatering activities would be conducted in accordance with the applicable permit requirements, as discussed further in Section IV.G.1.b, Water Resources – Surface Water Quality of the Draft EIR.	Obtain permit for discharge of construction dewatering.	Prior to issuance of grading and/or building permits, if required.	Applicant / Project Engineer	Department of Public Works. If NPDES permit also required, Regional Water Quality Control Board. (See City MMRP for projects in the City.)	/ /
PDF F-4 (Ci): Not applicable to development in the County.	None by County.	See City MMRP.	See City MMRP.	City of Los Angeles.	Not applicable to County.
Mitigation Measures					
MM F-1 (Ci/Co): Prior to issuance of the building permit for a building or structure, a site-specific geotechnical report shall be prepared for each Project (not including sets/façades or temporary uses), pursuant to the City's Department of Building and Safety regulations, and as the term is defined in	a. Preparation of site-specific geotechnical report. b. Incorporate	Prior to issuance of building permit.	Applicant / Project Engineer	Department of Public Works. (See City MMRP for projects in the City.)	/ /
		Prior to issuance of	Applicant /	Department of Public	/ /

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
the County Specific Plan, in accordance with the City or County of Los Angeles requirements to the satisfaction of the applicable jurisdiction. The recommendations contained within these site-specific geotechnical reports, including those pertaining to site preparation, fill placement, and compaction; foundations; pavement design; footings; and pile foundations shall be implemented. The site-specific geotechnical reports shall include all applicable recommendations included in the <i>Report of Geotechnical Investigation NBC Universal Evolution Plan</i> (March 2010) prepared by Shannon & Wilson, Inc. included as Attachment E to this MMRP. The site specific study shall determine which mitigation measures listed in Mitigation Measures F-3 to F-19 below are applicable for implementation of the Project, required by the City's Department of Building and Safety, and as that term is defined in the County Specific Plan, the study is considering.	applicable site-specific geotechnical recommendations in building design as shown on Project drawings.	building permit.	Project Engineer	Works. (See City MMRP for projects in the City.)	
MM F-2 (Ci/Co): During construction, geotechnical observation and testing shall be completed during the placement of new compacted fills, foundation construction, buttresses, stabilization fills, ground improvement, and any other geotechnical-related construction for each Project, pursuant to the City's Department of Building and Safety regulations, and as that term is defined in the County Specific Plan, in accordance with the City or County of Los Angeles requirements to the satisfaction of the applicable jurisdiction. The geotechnical firm performing these services for locations within the City of Los Angeles shall be approved by the City of Los Angeles when work is occurring within its jurisdiction.	Undertake on-site geotechnical observation and testing as required by mitigation measure.	As necessary and appropriate during construction.	Applicant / Contractor	Department of Public Works. (See City MMRP for projects in the City.)	____/____/____
MM F-3 (Ci/Co): For slope stability hazards identified in Attachment E to this MMRP, such locations shall be mitigated by either reorienting the cut slopes, reducing the slope angle to the angle of the bedding or flatter, or by construction of buttress and stabilization fills. Site-specific geotechnical	If determined applicable by the site-specific study prepared pursuant to MM F-1, incorporate site-specific	Prior to issuance of building permit.	Applicant / Project Engineer	Department of Public Works. (See City MMRP for projects in the City.)	____/____/____

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
Investigations shall be performed to the satisfaction of the applicable jurisdiction for the design of all cut and fill slopes in accordance with the City or County of Los Angeles requirements, as applicable.	geotechnical recommendations in design as shown on Project drawings.				
MM F-4 (Ci): <i>Not applicable to development in the County.</i>	<i>None by County.</i>	See City MMRP.	See City MMRP.	City of Los Angeles.	Not applicable to County.
MM F-5 (Ci/Co): Grading within the hillside areas shall address slope stability. Where favorable bedding exists, the slopes shall be constructed no steeper than a 2:1 (horizontal to vertical) inclination. If the bedding dips unfavorably out of the slopes, the slopes shall either be flattened to the angle of the bedding (or flatter), or the slopes shall be stabilized. The degree of stabilization would depend on the orientation of the bedding with respect to the final slope and the depth of the excavation. Where the bedding dips out of the slopes, buttress fills shall be provided. If the bedding is approximately parallel to the slopes, thinner stabilization fills will suffice. The design of the buttress or stabilization fills and specific design criteria for each slope shall be included to the satisfaction to the applicable jurisdiction in the site-specific geotechnical report prepared prior to construction of each Project, pursuant to the City's Department of Building and Safety regulations, and as that term is defined in the County Specific Plan, in accordance with the City or County of Los Angeles requirements, as applicable.	If determined applicable by the site-specific study prepared pursuant to MM F-1, incorporate site-specific geotechnical recommendations in design as shown on Project drawings.	Prior to issuance of building permits.	Applicant / Project Engineer	Department of Public Works. (See City MMRP for projects in the City.)	____/____/____
MM F-6 (Ci/Co): Site-specific liquefaction hazard studies shall be required to the satisfaction to the applicable jurisdiction for each Project (not including sets/façades or temporary uses), pursuant to the City's Building and Safety regulations, and as the term is defined in the County Specific Plan, within a liquefaction hazard area identified in Attachment E to this MMRP in accordance with the City or County of Los Angeles requirements, as applicable. For areas with a high liquefaction potential, identified in	a. If determined applicable by the site-specific study prepared pursuant to MM F-1, prepare site-specific liquefaction hazard study within a liquefaction hazard area as identified in the mitigation	Prior to issuance of building permit.	Applicant / Project Engineer	Department of Public Works. (See City MMRP for projects in the City.)	____/____/____

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
Attachment E to this MMRP, where there is potential for more than four inches of settlement resulting from liquefaction, and areas of moderate liquefaction potential, where there is a potential for between one and four inches of settlement resulting from liquefaction, the liquefaction hazard shall be mitigated to the satisfaction with the applicable City or County of Los Angeles requirements. Mitigation for high liquefaction potential could include ground improvement or deep foundations extending through the potentially liquefiable soils and structurally-supported floor slabs. Mitigation for moderate liquefaction potential could include ground improvement, deep foundations, or special foundation design procedures, such as extra reinforcement and strengthening of building foundations and floor slab systems.	measure. b. Incorporate site-specific liquefaction hazard study recommendations, if applicable, in building design as shown on Project drawings.	Prior to issuance of building permits.	Applicant / Project Engineer	Department of Public Works. (See City MMRP for projects in the City.)	___/___/___
MM F-7 (Co): Deep foundations shall be provided for any structures located over waste in the closed landfill in accordance with the requirements of the County of Los Angeles. These foundations shall extend through the closed landfill and into the underlying bedrock. Downdrag loads resulting from decomposition and settlement of the closed landfill shall be added to the design loads on the piles.	If determined applicable by the site-specific study prepared pursuant to MM F-1, incorporate required foundation design on Project drawings for applicable structures.	Prior to issuance of building permits.	Applicant / Project Engineer	Department of Public Works. (See City MMRP for projects in the City.)	___/___/___
MM F-8 (Ci/Co): Any required fill shall be placed in loose lifts not more than 8 inches thick and compacted to the standard as determined by the American Society for Testing and Materials (ASTM) Designation D1557 method of compaction. The fill shall be compacted in accordance with the applicable City or County of Los Angeles requirements to the satisfaction of the applicable jurisdiction. Cohesive fills shall be compacted to 90%. Granular, non-cohesive soil shall be compacted to at least 95%. Where deep fills are required a greater degree of compaction may be	If determined applicable by the site-specific study prepared pursuant to MM F-1, incorporate required fill and soil specifications on Project drawings.	Prior to issuance of building permits.	Applicant / Project Engineer	Department of Public Works. (See City MMRP for projects in the City.)	___/___/___

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
required to reduce the settlement of the completed fills.					
MM F-9 (Ci/Co): The on-site excavated materials, less any debris or organic matter, may be used in required fills in accordance with the City or County of Los Angeles requirements, as applicable. On-site clayey soils shall not be used within one foot of the subgrade for floor slabs, walks, and other slabs. Cobbles larger than 4 inches in diameter shall not be used in fill. Any required import material shall consist of relatively non-expansive soils with an Expansion Index of less than 35. The imported materials shall contain sufficient fines (binder material) so as to be relatively impermeable and result in a stable subgrade when compacted. All proposed import materials shall be approved by the geotechnical consultant-of-record prior to being placed at the site.	If determined applicable by the site-specific study prepared pursuant to MM F-1, incorporate required fill and soils specifications on Project drawings.	Prior to issuance of building permits.	Applicant / Project Engineer	Department of Public Works. (See City MMRP for projects in the City.)	/ /
MM F-10: Deleted due to selection of Alternative 10.	None	N/A	N/A	N/A	N/A
MM F-11 (Ci/Co): All concrete slabs on grade shall be underlain by at least one foot of non-expansive soil with an Expansion Index less than 35 to minimize the expansion potential. In addition, subsurface cutoff walls shall be provided between landscaped and hardscape areas. The cutoff walls shall consist of a concrete-filled trench at least six inches wide and two feet deep. The cutoff walls shall extend at least six inches below any adjacent granular non-expansive material or the paving base course. Drain lines shall also be installed adjacent to landscaped areas.	If determined applicable by the site-specific study prepared pursuant to MM F-1, incorporate required design specifications on Project drawings.	Prior to issuance of building permits.	Applicant / Project Engineer	Department of Public Works. (See City MMRP for projects in the City.)	/ /
MM F-12 (Ci/Co): The geotechnical engineer-of-record shall be provided with a copy of the hardscape and landscaping plans in order to review in terms of movement of water and expansive soils prior to final design.	Provide hardscape and landscape plans to project engineer for review.	Prior to issuance of building permits.	Applicant / Project Engineer	Department of Public Works. (See City MMRP for projects in the City.)	/ /

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
MM F-13 (Ci/Co): During construction non-engineered fills shall be excavated, and replaced as compacted fill properly benched into suitable materials, to the satisfaction to the applicable jurisdiction, in accordance with the City or County of Los Angeles requirements, as applicable. In general, most of the excavated materials can be reused in the compacted fills. The suitability of the materials shall be confirmed during the site-specific geotechnical report prepared for the individual development.	If determined applicable by the site-specific study prepared pursuant to MM F-1, incorporate required design specifications on Project drawings.	Prior to issuance of building permits.	Applicant / Project Engineer	Department of Public Works. (See City MMRP for projects in the City.)	___/___/___
MM F-14 (Ci/Co): For new buildings, surface water runoff shall be removed by subdrains from behind building basement walls and retaining walls to prevent development of damaging hydrostatic pressures and to avoid detrimental effects on the strength and compressibility of compacted fills, to the satisfaction to the applicable jurisdiction, in accordance with the City or County of Los Angeles requirements, as applicable.	If determined applicable by the site-specific study prepared pursuant to MM F-1, incorporate required design specifications on Project drawings.	Prior to issuance of building permits.	Applicant / Project Engineer	Department of Public Works. (See City MMRP for projects in the City.)	___/___/___
MMs F-15, F-16, F-17, F-18 and F-19: Deleted due to selection of Alternative 10.	None	N/A	N/A	N/A	N/A
G.1.A WATER RESOURCES – Surface Water-Drainage					
Project Design Features					
PDF G.1.a-1 (Ci/Co): The Project Applicant or its successor shall construct new storm drains as needed that shall be designed and sized using the Los Angeles County Hydrology Manual method for a minimum 50-year frequency storm event capacity.	If new storm drains needed, provide required storm drain specifications on Project drawings.	Prior to issuance of building permits.	Applicant / Project Engineer	Department of Public Works. (See City MMRP for projects in the City.)	___/___/___
PDF G.1.a-2: Deleted due to selection of Alternative 10.	None	N/A	N/A	N/A	N/A
Mitigation Measures					
MM G.1.a-1 (Ci/Co): The Project Applicant or its successor shall prepare detailed drainage plans for each Project, pursuant to City of Los Angeles Department of Public Works and Bureau of Engineering requirements, and as that term is	Provide detailed drainage plans, as applicable, with required specifications on Project drawings.	Prior to issuance of grading or building permits, as applicable.	Applicant / Project Engineer	Department of Public Works. (See City MMRP for projects in the City.)	___/___/___

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
defined in the County Specific Plan, for review and approval by the appropriate responsible agency (i.e., Los Angeles County Department of Public Works or the City of Los Angeles Department of Public Works) at the time that grading or building permit applications are submitted. These drainage plans shall include detailed hydrologic/hydraulic calculations, as necessary, and drainage improvement plans, and show quantitatively how projected stormwater runoff in each drainage area of the Project Site would be conveyed to off-site stormwater conveyance facilities.					
G.1.B WATER RESOURCES – Surface Water Quality					
Project Design Features					
PDF G.1.b-1 (Ci/Co): Prior to the issuance of grading permits for Projects (not including sets/facades or temporary uses), pursuant to the City's Department of Public Works and Bureau of Engineering regulations, and as that term is defined in the County Specific Plan, that are expected to disturb one acre or more of land, the Project Applicant, its successor, or authorized agent (i.e., contractor) shall provide proof to the applicable jurisdiction (the City or County Department of Public Works), as appropriate, with evidence that a Notice of Intent has been filed with the State Water Resources Control Board for coverage under the General Construction Permit and a certification that a Storm Water Pollution Prevention Program has been prepared. Such evidence shall consist of a copy of the Notice of Intent stamped by the State Water Resources Control Board or Regional Board, or a letter from either agency stating that the Notice of Intent has been filed. The Stormwater Pollution Prevention Plan shall include a menu of Best Management Practices to be selected and implemented based on the phase of construction and the weather conditions to effectively control erosion, sediment, and other construction-related pollutants to	a. Preparation and approval of Stormwater Pollution Prevention Plan, if applicable.	Prior to issuance of grading permits, if applicable.	Applicant / Contractor	Department of Public Works. (See City MMRP for projects in the City.)	____/____/____
	b. Submit documentation to County substantiating the Notice of Intent having been filed with the State Water Resources Control Board.	Prior to issuance of grading permits, if applicable.	Applicant / Contractor	Department of Public Works. (See City MMRP for projects in the City.)	____/____/____

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
meet the Best Available Technology Economically Achievable/Best Conventional Pollutant Control Technology standards. The Best Management Practices to be implemented during construction shall address the following: • Erosion Control; • Sediment Control; • Waste and Materials Management; • Non-stormwater Management; • Training and Education; and • Maintenance, Monitoring, and Inspections. The construction site management Best Management Practices shall be implemented for the Project during the dry season and wet season as necessary depending upon the phase of construction and weather conditions. As required by the Construction General Permit, during all phases of construction, the Project shall implement Best Management Practices consistent with the Best Available Technology Economically Achievable/Best Conventional Pollutant Control Technology standards.					
PDF G.1.b-2 (CI/Co): For individual Projects (pursuant to the City Department of Public Works and Bureau of Engineering regulations, and as that term is defined in the County Specific Plan), that may occur over time that disturb less than one acre, prior to receiving a grading permit from either the City of Los Angeles or the County of Los Angeles, the Project Applicant or its successor shall certify to the satisfaction of the City or County Department of Public Works, dependent upon the location of the Project, that the Project Applicant or its successor understands and shall implement all applicable Best Management Practices meeting the minimum requirements contained in the Municipal Separate Storm Sewer System Permit (National Pollutant Discharge Elimination System Permit No.	Provide Construction Management Plan including applicable Best Management Practices, if applicable.	Prior to issuance of grading permits, if applicable.	Applicant / Contractor	Department of Public Works. (See City MMRP for projects in the City.)	____/____/____

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
CAS00400) including: - Retaining sediments generated on the Project Site using adequate Treatment Control or Structural Best Management Practices; - Retaining construction-related materials, wastes, spills, or residues at the Project Site; - Containing non-storm water runoff from equipment and vehicle washing and any other activity at the Project Site; and - Controlling erosion from slopes and channels by implementing an effective combination of Best Management Practices.					
PDF G.1.b-3 (C/Co): Prior to issuance of a B-Permit or building permit for any Project, (pursuant to the City's Department of Public Works and Bureau of Engineering regulations, and as that term is defined in the County Specific Plan), that triggers the Standard Urban Stormwater Mitigation Plan requirements, the Project Applicant or its successor shall prepare and submit a Standard Urban Stormwater Mitigation Plan to the City of Los Angeles or County of Los Angeles to the satisfaction to the applicable jurisdiction, as applicable, for review. In addition, drawings and specifications of the proposed permanent stormwater quality Best Management Practices, including continuous deflection separator units and media filters (or Best Management Practices of similar technology with equivalent treatment or pollutant removal performance) in Drainage Areas A, D, E, F, J, L, M and O as shown on Attachment F to this MMRP, and bioswales and bioretention/underdrains (or Best Management Practices of similar technology with equivalent treatment or pollutant removal performance) in Drainage Areas M, R and S, as applicable, shall be submitted for review to the City of Los Angeles or County of Los Angeles, as applicable.	a. Prepare and submit Standard Urban Stormwater Mitigation Plan and proposed permanent stormwater quality Best Management Practices, if required. b. Implement approved Standard Urban Stormwater Mitigation Plan and permanent stormwater quality Best Management Practices, if required.	Prior to issuance of building permits, if applicable. During construction as applicable.	Applicant / Project Engineer / Contractor Applicant / Contractor	Department of Public Works. (See City MMRP for projects in the City.) Department of Public Works. (See City MMRP for projects in the City.)	____/____/____ ____/____/____

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
PDFs G.1.b-4 and G.1.b-5: Deleted due to selection of Alternative 10.	None	N/A	N/A	N/A	N/A
Mitigation Measures					
No Mitigation Measures are identified in the Environmental Impact Report for this environmental issue.	None	N/A	N/A	N/A	N/A
G.2 WATER RESOURCES – Groundwater					
Project Design Features					
PDF G.2-1 (Ci/Co): Should a groundwater monitoring well be discovered during construction, the abandonment or removal of the well shall be in accordance with the applicable guidelines of the California Department of Water Resources, and the California Department of Health Services. As part of the abandonment process, a Well Abandonment Permit shall be obtained from the Los Angeles County Department of Public Health.	a. If during construction a well is discovered, obtain well abandonment permit. b. Abandon well pursuant to Well Abandonment Permit, if required.	Prior to well abandonment, if well discovered. During construction as applicable.	Applicant / Contractor Applicant / Contractor	County Department of Public Health in consultation with the Department of Public Works. (See City MMRP for projects in the City.) County Department of Public Health in consultation with the Department of Public Works. (See City MMRP for projects in the City.)	/ / / /
Mitigation Measures					
No Mitigation Measures are identified in the Environmental Impact Report for this environmental issue.	None	N/A	N/A	N/A	N/A
H. AIR QUALITY					
Project Design Features					
PDF H-1 (Ci/Co): The Project Applicant or its successor shall implement fugitive dust control measures during Project construction in accordance with South Coast Air Quality Management District Rule 403. The Project Applicant or its successor shall include in construction contracts the fugitive dust control measures in accordance with South	Include fugitive dust control measures in Construction Management Plan.	Prior to issuance of demolition or grading permits.	Applicant / Contractor	South Coast Air Quality Management District. Regional Planning in consultation with the Department of Public	/ /

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
Coast Air Quality Management District Rule 403, with construction controls being at least as effective as the following: • Watering active construction areas at least twice daily to minimize fugitive dust emissions; • Maintaining soil stabilization of inactive construction areas with exposed soil via water, non-toxic soil stabilizers, or replaced vegetation; • Suspending earthmoving operations or requiring additional watering to meet Rule 403 criteria if wind gusts exceed 25 mph; • Covering all haul trucks or maintaining at least six inches of freeboard; • Minimizing track-out emissions; and • Limiting vehicle speeds to 15 miles per hour or less in staging areas and on-site haul roads.				Works. (See City MMRP for projects in the City.)	
PDF H-2 (Ci/Co): Project Site haul roads during vertical construction shall be paved temporary or permanent paving.	Include in Construction Management Plan.	Prior to issuance of building permit.	Applicant / Contractor	Department of Public Works. (See City MMRP for projects in the City.)	___/___/___
PDF H-3 (Ci/Co): Diesel-emitting construction equipment greater than 200 horsepower shall use diesel particulate filters having 85% removal efficiency based on California Air Resources Board verified technologies.	Include in Construction Management Plan.	Prior to issuance of building permit.	Applicant / Contractor	Regional Planning in consultation with the Department of Public Works. South Coast Air Quality Management District. (See City MMRP for projects in the City.)	___/___/___
PDFs H-4 and H-5: Deleted due to selection of Alternative 10.	None	N/A	N/A	N/A	N/A
PDF H-6 (Ci/Co): New on-site facility NOx emissions shall be minimized through the use of emission control measures (e.g., use of best available control technology for new combustion sources such as boilers and water heaters) as required by South	Incorporate emission control measures in building design as applicable.	Prior to issuance of building permit.	Applicant / Project Architect Project Engineer	Department of Public Works. South Coast Air Quality Management District.	___/___/___

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
Coast Air Quality Management District Regulation XIII, New Source Review.				(See City MMRP for projects in the City.)	
Mitigation Measures					
MM H-1 (Ci/Co): The Project Applicant or its successor shall include in construction contracts the following control measures: • Keep all construction equipment in proper tune and maintained in accordance with manufacturer's specifications. • All contractors shall operate in compliance with the California Air Resource Board in-use off-road diesel engine rule.¹ • Limit truck and equipment idling time to five minutes or less. • Require the use of 2010 and newer diesel haul trucks (e.g., material delivery trucks and soil import/export), to the extent available. • Rely on the electricity infrastructure surrounding the construction sites rather than electrical generators powered by internal combustion engines to the extent feasible. • Use coatings and solvents with a VOC content lower than that required under AQMD Rule 1113, to the extent available. • Appoint a construction relations officer to act as a community liaison concerning on-site construction activity including resolution of issues related to PM₁₀ generation. • Require the use of pre painted construction materials, to the extent available.	Include control measures in construction contracts and Construction Management Plan.	Prior to issuance of grading or building permits, as applicable.	Applicant / Contractor	Department of Public Works. South Coast Air Quality Management District. (See City MMRP for projects in the City.)	____/____/____

¹ CARB, 2007. Regulation for In-Use Off-Road Diesel Vehicles. Article 4.8, Section 2449. <http://www.arb.ca.gov/regact/2007/ordies07/ordies07.htm>; <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
MM H-2 (Ci/Co): Construct or build with materials that do not require painting, to the extent available.	Incorporate in building design as applicable.	Prior to issuance of building permits.	Applicant / Contractor	Department of Public Works. (See City MMRP for projects in the City.)	___ / ___ / ___
MM H-3 (Ci/Co): During Project construction, all internal combustion engines/construction equipment used on the Project Site for purposes of the Project construction shall be designed or retrofitted to meet EPA-Certified Tier 2 emissions standards, or higher, according to the following: - January 1, 2012, to December 31, 2014: All off-road diesel-powered construction equipment greater than 50 hp shall meet Tier 3 off-road emissions standards, to the extent available. In addition, construction equipment shall be outfitted with BACT devices certified by CARB to the extent available for such construction equipment. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations to the extent available for such equipment. - Post-January 1, 2015: All off-road diesel-powered construction equipment greater than 50 hp shall meet the Tier 4 emission standards, to the extent available. In addition, construction equipment shall be outfitted with BACT devices certified by CARB to the extent available for such construction equipment. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations to the extent available for such equipment.	Incorporate in Construction Management Plan, to the extent equipment is available.	Prior to issuance of building permit.	Applicant / Contractor	Regional Planning in consultation with the Department of Public Works. South Coast Air Quality Management District. (See City MMRP for projects in the City.)	___ / ___ / ___

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
For each applicable unit of construction equipment, a copy of the certified tier specification, BACT documentation, and CARB or SCAQMD operating permit, to the extent such are available for such construction equipment, shall be maintained and made available upon request by the lead agency.					
MM H-4 (Ci/Co): The Project Applicant or its successor shall minimize delivery truck idling times to a maximum of five (5) minutes, per the California Air Resources Board's Airborne Toxic Control Measure.	Post limitation in loading dock area.	Annually at time of MMRP compliance report.	Applicant	Department of Public Works. (See City MMRP for projects in the City.)	___/___/___
MM H-5 (Ci/Co): The Project Applicant or its successor shall route delivery trucks via the most efficient route on the Project Site.	Include in security manual.	Annually at time of MMRP compliance report.	Applicant	Department of Public Works. (See City MMRP for projects in the City.)	___/___/___
I. BIOTA					
Project Design Features					
PDF I-1 (Co): The Project Applicant or its successor shall mitigate consistent with Mitigation Measure I-5 below for all impacted oak woodlands that are located within the current County jurisdiction, regardless of the proposed annexation of some of this habitat into the City under the proposed Project.	See Mitigation Measure I-5.	See Mitigation Measure I-5.	Applicant / Contractor	Department of Regional Planning in consultation with the County Fire Department, Forestry Division.	___/___/___
PDF I-2: Deleted due to selection of Alternative 10.	None	N/A	N/A	N/A	N/A
PDF I-3 (Ci/Co): Three sensitive reptile species (silvery legless lizard, coastal western whiptail, and San Bernardino ringneck snake) have low potential to occur on-site and, if present, are likely to exist in small numbers due to the fragmented and/or disturbed habitat conditions and the Project Site's prolonged isolation, a situation that might lead to their eventual extirpation. The proposed Project includes the following project design feature to avoid or minimize potential impacts to sensitive reptile species:	a. Perform field surveys. b. Prepare and obtain approval of plans, if applicable.	Prior to construction operations in the Back Lot area within the applicable time protocols set forth in the mitigation measure. Prior to implementation and prior to vegetation removal or ground	Applicant / Project Biologist / Contractor Applicant / Project Biologist / Contractor	Department of Regional Planning. California Department of Fish and Game Department of Regional Planning. California Department of Fish and Game	___/___/___ ___/___/___

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
- Prior to construction activities, field surveys would be conducted in oak woodland and scrub habitat in the Back Lot Area during the peak activity season and time of day for each species (ranging from February to May for silvery legless lizard, April to August for coastal western whiptail, and late spring through summer for San Bernardino ringneck snake) to determine the presence or absence of the aforementioned three special status reptiles on the Project Site, and their approximate population size and distribution if present. Surveys would be conducted by a qualified biologist according to standard methods of surveying for reptiles. A report would be submitted to the City Planning Department, County Department of Regional Planning, and California Department of Fish and Game documenting the survey methods and results, including number and location of individuals observed, if any, and estimated population sizes. - Based on the field survey results, a plan would be prepared by a qualified biologist to trap special status reptile individuals present on-site prior to and during ground-disturbing construction activities and release them to nearby suitable protected habitat. This may include preserved habitat areas on-site or public lands in the vicinity if approved through a Memorandum of Understanding with the landholding agency (i.e. the City for Griffith Park, or the Santa Monica Mountains National Recreation Area). This plan would be submitted to and be approved by the City Planning Department and/or County Department of Regional Planning and California Department of Fish and Game prior to implementation and prior to vegetation removal or ground disturbance. A follow-up report documenting trapping and	c. Implement approved plan(s), if applicable.	disturbance. During construction.	Applicant / Project Biologist / Contractor	Department of Regional Planning. California Department of Fish and Game	____/____/____

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
relocation methods and results would also be submitted to the City Planning Department and County Department of Regional Planning and California Department of Fish and Game following construction. If special status reptiles are relocated to preserved habitat on-site, this area would be protected during Project construction using silt fencing or other fencing as approved by a qualified biologist. The protective fencing would be installed prior to any ground disturbance or vegetation removal, and would be maintained during all phases of Project construction occurring within or adjacent to suitable habitat for the species; fence maintenance would be regularly monitored by a qualified biologist. No construction-related activities would be allowed in the protected habitat, including storage of materials or equipment, or trespass by construction crew members. This preserved on-site habitat would also be protected in perpetuity from the adjacent development by appropriate permanent fencing as recommended and approved in the relocation plan described above. If special status reptiles are present on-site based on the field survey results, a qualified biologist would be present during vegetation removal and grading activities conducted in the oak woodland and scrub habitat in the Back Lot Area to monitor activities and relocate any special status reptiles in accordance with the above plan in order to avoid impacts to any individuals remaining on-site following pre-construction trapping and relocation activities.					
Mitigation Measures					
MM I-1 (Co): In order to avoid and compensate for impacts to Southern California black walnut trees within the County portion of the Project Site, the following measures shall be implemented:	a. Implement tree protective measures, if applicable.	Prior to issuance of grading or building permits as applicable.	Applicant / Contractor	Department of Regional Planning in consultation with the County Fire	____/____/____

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
a) Southern California black walnut trees that are avoided shall be protected during site development activities in compliance with protective measures described for avoided trees under Mitigation Measure I-4. b) Southern California black walnut trees impacted within the County portion of the Project Site shall be replaced at a minimum 2:1 ratio. Impact includes cutting, relocating, inflicting damage, or encroaching into the root zone or filling the drip line area. Replacement shall generally follow the Oak Tree Removal Regulations of the proposed County Specific Plan, but shall relate specifically to Southern California black walnut trees, including the following: 1. The Project Applicant or its successor shall provide and plant two replacement trees for each single Southern California black walnut tree impacted. The replacement trees shall meet the following minimum requirements: i. shall consist of a range of plant sizes, at a minimum of one gallon in size, in order to approximate a natural habitat condition and the range of sizes of the individuals impacted; ii. shall consist exclusively of indigenous trees and certified as being grown from a seed source collected from an indigenous habitat within valley regions of Los Angeles County; iii. if planted off-site, the replacement walnut trees shall be planted at a location approved by the County Forester, in consultation with the Supervisor's Office; and 2. Additional Requirements. i. The Project Applicant or its successor shall monitor the replacement trees for a minimum of 5 years, to evaluate the	b. Implement tree replacement requirements, if applicable. c. Monitor replacement trees, if applicable.	Prior to issuance of permanent certificate of occupancy, if applicable. Once a year for five years following replacement, if applicable.	Applicant / Contractor Applicant / Contractor	Department, Forestry Division. (See City MMRP for projects in the City.) Department of Regional Planning in consultation with the County Forester. (See City MMRP for projects in the City.) Department of Regional Planning in consultation with the County Forester. (See City MMRP for projects in the City.)	____/____/____ ____/____/____ ____/____/____

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
growth, health and condition of the replacement trees. ii. The soil for new tree plantings shall be appropriately inoculated with beneficial mycorrhizal fungi. iii. The Project Applicant or its successor shall design landscapes and irrigation systems which are adjacent to the replacement trees in a manner that is compatible for the survival of the replacement trees. iv. Trees which are determined to be healthy and structurally sound shall be considered as candidates for relocation, to the extent feasible.					
MM I-2 (Ci/Co): Avoidance of Special Status Plants. To avoid impacts to special-status plants that may not have been detected during focused surveys in June 2006, prior to vegetation clearing for construction in the Back Lot Area, focused surveys for the special-status plants identified below shall be conducted in the Back Lot Area during the blooming period for the species. If any species identified below are detected, then prior to vegetation clearing for construction the plants shall be censused and a special-status plant relocation plan shall be developed and implemented to provide for translocation of the plants. The plan shall be prepared by a biologist and shall include the following components: (1) identify an area of appropriate habitat on-site; (2) depending on the species detected, determine if translocation will take the form of seed collection and deposition, or transplanting the plants and surrounding soil as appropriate; (3) develop protocols for irrigation and maintenance of the translocated plants where appropriate; (4) set forth performance criteria (e.g., establishment of quantitative goals, expressed in percent cover or number of individuals, comparing	a. Prepare focused survey.	Prior to issuance of grading permit and vegetation clearing for construction in the Back Lot Area.	Applicant / Project Biologist or Contractor	Department of Regional Planning. (See City MMRP for projects in the City.)	____/____/____
	b. Prepare and implement relocation plan, if required.	Prior to issuance of certificate of occupancy for buildings in Back Lot Area, if applicable.	Applicant / Project Biologist or Contractor	Department of Regional Planning. (See City MMRP for projects in the City.)	____/____/____
	c. Monitor relocated special-status plants, if applicable.	Every five years following relocation of special-status plant, if applicable.	Applicant / Project Biologist or Contractor	Department of Regional Planning. (See City MMRP for projects in the City.)	____/____/____

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
the restored and impacted population) and remedial measures for the translocation effort; and (5) establish a five-year monitoring procedures/protocols for the translocated plants. The following species will be targeted for focused pre-construction surveys: - Catalina mariposa lily (<i>Calochortus catalinae</i>) - Club-haired mariposa lily (<i>Calochortus clavatus</i> var. <i>clavatus</i>) - Plummer's mariposa lily (<i>Calochortus plummerae</i>) - Many-stemmed dudleya (<i>Dudleya multicaulis</i>) - Robinson's pepper grass (<i>Lepidium virginicum</i> var. <i>robinsonii</i>) - Coulter's matilija poppy (<i>Romneya coulteri</i>)					
MM I-3 (GiCo): To avoid impacting nesting birds, including migratory birds and raptors, one of the following shall be implemented: - Conduct vegetation removal associated with building demolition and construction from September 1st through January 31st, when birds are not nesting. Initiate grading activities prior to the breeding season (which is generally February 1st through August 31st) and keep disturbance activities constant throughout the breeding season to prevent birds from establishing nests in surrounding habitat (in order to avoid possible nest abandonment); if there is a lapse in activities of more than five days, pre-construction surveys shall be necessary as described in the bullet below. - OR - - Conduct pre-construction surveys for nesting birds if vegetation removal, building demolition or grading is initiated during the nesting season. A qualified wildlife biologist shall conduct a weekly pre-construction bird survey no more than 30 days prior to initiation of grading to provide	Remove vegetation as specified during applicable time protocol stated in mitigation measure OR conduct pre-construction surveys during nesting season.	Prior to issuance of grading permit according to applicable time protocols stated in mitigation measure.	Applicant / Contractor or Project Biologist	Department of Regional Planning. (See City MMRP for projects in the City.)	____/____/____

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
confirmation on the presence or absence of active nests in the vicinity (at least 300 to 500 feet around the individual construction site, as access allows). The last survey should be conducted no more than three days prior to the initiation of clearance/construction work. If active nests are encountered, clearing and construction in the vicinity of the nest shall be deferred until the young birds have fledged and there is no evidence of a second attempt at nesting. A minimum exclusion buffer of 300 feet (500 feet for raptor nests) or as determined by a qualified biologist, shall be maintained during construction depending on the species and location. The perimeter of the nest-setback zone shall be fenced or adequately demarcated with staked flagging at 20-foot intervals, and construction personnel and activities restricted from the area. Construction personnel should be instructed on the sensitivity of the area. A survey report by the qualified biologist documenting and verifying compliance with the mitigation and with applicable state and federal regulations protecting birds shall be submitted to the City of Los Angeles, Department of Building and Safety, or County of Los Angeles, Department of Public Works, as applicable, in charge of Mitigation Monitoring, depending on within which jurisdiction the construction activity is occurring. The qualified biologist shall serve as a construction monitor during those periods when construction activities would occur near active nest areas to ensure that no inadvertent impacts on these nests would occur.	a. Implement tree protective measures, if applicable.	Prior to issuance of grading or building permits, if applicable.	Applicant / Contractors / Registered Consulting Arborist	County Fire Department, Forestry Division. Department of Regional Planning.	____/____/____
MM I-4 (Ci/Co): In order to prevent damage to any protected trees that would be avoided within the City or County area during Project construction, the following measures shall be implemented for any such trees within 20 feet of an active construction					

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party (See City MMRP for projects in the City.)	Date Completed
area: <u>Pre-Construction</u> Fencing: Chain link fencing, not less than 4 feet high with tree - protection signs, shall be erected around all undisturbed trees (or tree groups). The protective fence shall be installed at the protected zone boundary of each tree (or tree group), which is defined as five (5) feet beyond the tree canopy dripline. The intent of protection fencing is to prevent root damage and/or compaction by grading equipment. A Registered Consulting Arborist may be required on-site if grading activities occur within the tree protected zone. The fencing shall be secured to 6-foot, heavy gauge t-bar line posts, pounded in the ground a minimum of 18-inches and spaced a minimum of 8-feet on-center. Fencing shall be attached to t-bar posts with minimum 14-gage wire fastened to the top, middle and bottom of each post. Tree protection signs shall be attached to every fourth post. The contractor shall maintain the fence to keep it upright, taut and aligned at all times. Fencing shall be removed only after all construction activities are complete. Pre-Construction Meeting: A pre-construction meeting shall be held between all contractors (including grading, tree removal/pruning, builders, etc.) and a Registered Consulting Arborist. The meeting shall focus on instructing the contractors on tree protection practices and to answer any questions. All equipment operators and spotters, assistants, or those directing operators from the ground shall provide written acknowledgement of their receiving tree protection training. This training shall include information on the location and marking of protected trees, the necessity of preventing damage, and the discussion of work practices	b. Implement construction period and post-construction protocols, if applicable. c. Monitoring of protected trees and submittal of monitoring report, if applicable.	During and following construction, if applicable. Quarterly during post-construction for seven years following construction, if applicable.	Applicant / Contractors / Registered Consulting Arborist Applicant / Contractors / Registered Consulting Arborist	County Fire Department, Forestry Division. Department of Regional Planning. (See City MMRP for projects in the City.) Department of Regional Planning; County Fire Department, Forestry Division. (See City MMRP for projects in the City.)	_____ / _____ / _____

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
that shall accomplish such. <u>During Construction</u> <i>Equipment Operation and Storage:</i> Contractors shall avoid using heavy equipment operation around the undisturbed, protected trees. Operating heavy machinery around the root zones of trees would increase soil compaction, which decreases soil aeration and subsequently reduces water penetration into the soil. All heavy equipment and vehicles shall, at minimum, stay out of the fenced protected tree zone, unless where specifically approved in writing and under the supervision of a Registered Consulting Arborist. <i>Materials Storage and Disposal:</i> Contractors shall not store or discard any supply or material, including paint, lumber, concrete overflow, etc. within the protected zone, and shall remove all foreign debris within the protected zone. However, the contractors shall leave the duff, mulch, chips, and leaves around the retained trees for water retention and nutrient supply. In addition, contractors shall avoid draining or leakage of equipment fluids near retained trees. Fluids such as gasoline, diesel, oils, hydraulics, brake and transmission fluids, paint, paint thinners, and glycol (anti-freeze) shall be disposed of properly. The contractors shall ensure that equipment be parked at least 50 feet from the protected zone to avoid the possibility of leakage of equipment fluids into the soil. The effect of toxic equipment fluids on the retained trees could result in tree decline and/or mortality. <i>Grade Changes:</i> Contractors shall ensure that grade changes, including adding fill, shall not be permitted within the protected zone without special written authorization and under supervision by a Registered Consulting Arborist. Lowering the grade within the protected zone					

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
would necessitate cutting main support and feeder roots, thus jeopardizing the health and structural integrity of the tree(s). Adding soil, even temporarily, on top of the existing grade would compact the soil further, and decrease both water and air availability to the tree roots. Contractors shall ensure that grade changes made outside of the protected tree zone shall not create conditions that allow water to pond at the base of the tree. Water trapped at the base of a tree could lead to root rot and other detrimental tree impacts. <i>Moving Construction Materials:</i> Contractors shall ensure that care be exercised when moving construction equipment or supplies near the protected trees, especially overhead. Contractors shall ensure that damage to the tree(s) be avoided when transporting or moving construction materials and working around the tree (even outside of the fenced protected zone). Contractors shall flag above ground tree parts that could be damaged (e.g., low limbs, scaffold branches, trunks) with high visibility flagging, such as florescent red or orange. If contact with the tree crown is unavoidable, conflicting branch(es) may be pruned by an ISA Certified Tree Worker under the supervision of a Registered Consulting Arborist and shall adhere to ISA standards. <i>Trenching:</i> Except where specifically approved in writing beforehand, all trenching shall be outside of the fenced protected zone. Roots primarily extend in a horizontal direction forming a support base to the tree similar to the base of a wineglass. Where trenching is necessary in areas that contain roots from retained trees, contractors shall use trenching techniques that include the use of either a root pruner (Dosko root pruner or equivalent) or an Air-Spade to limit					

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
root impacts. A Registered Consulting Arborist shall ensure that all pruning cuts shall be clean and sharp, to minimize ripping, tearing, and fracturing of the root system. Root damage caused by backhoes, earthmovers, dozers, or graders is severe and may ultimately result in tree mortality. Use of both root pruning and Air-Spade equipment shall be accompanied only by hand tools to remove soil from trench locations. The trench shall be made no deeper than necessary. • <i>Irrigation:</i> Irrigation of native oaks retained on-site shall seek to mimic natural rainfall patterns in Southern California. Supplemental irrigation for trees adjacent to construction activity may be necessary during winter or spring months. Summer and fall irrigation may be necessary based on variable climatic and site conditions, but should be conducted judiciously to avoid over-watering. One irrigation cycle should thoroughly soak the root zones of the trees to a depth of 3 feet. The soil should be allowed to dry out between watering to avoid keeping a consistently wet soil. The contractors shall be responsible for irrigating (deep watering) the trees. Soil moisture shall be checked with a soil probe before irrigating. Irrigation is best accomplished by installing a temporary above ground micro-spray system that would distribute water slowly (to avoid runoff) and evenly throughout the fenced protection zone. Over watering of native oak trees may promote the growth of tree-damaging agents, such as Oak Root Fungus, so proper soil moisture monitoring is critical to prolonged tree health. For any trees that have been substantially root pruned (30% or more of their root zone), irrigation shall be required for the first twelve months. The first irrigation shall occur within 48 hours of root pruning. The tree(s) should be deep watered					

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
every two weeks during the summer and once a month during the winter (adjusted accordingly with rainfall). • <i>Canopy Pruning:</i> The contractor shall not prune trees until all construction is completed, unless standard pruning would reduce conflict between canopy and equipment. This would help protect the tree canopies from damage. All pruning shall be conducted by an ISA Certified Tree Worker under the supervision of a Registered Consulting Arborist and shall adhere to ISA pruning standards. • <i>Canopy Washing:</i> During construction, the contractors shall wash the foliage of trees adjacent to construction activity with a strong water stream every two weeks in early hours before 10:00 a.m. to control mite and insect populations. • <i>Inspection:</i> A Registered Consulting Arborist shall inspect the preserved trees adjacent to grading and construction activity on a monthly basis for the duration of the Project. A report summarizing site conditions, observations, tree health, and recommendations for minimizing tree damage shall be submitted by the Registered Consulting Arborist or Registered Professional Forester following each inspection. <u>Post-construction</u> • <i>Mulch:</i> The contractors shall ensure that the natural duff layer under all trees shall be maintained. This would stabilize soil temperatures in root zones, conserve soil moisture, and reduce erosion. The contractors shall ensure that the mulch be kept clear of the trunk base to avoid creating conditions favorable to the establishment and growth of decay causing fungal pathogens. Should it be necessary to add organic mulch beneath retained oak trees, packaged or commercial oak					

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
leaf mulch shall not be used as it may contain Oak Root Fungus. Also, the use of Redwood chips shall be avoided as certain inhibitive chemicals may be present in the wood. Other wood chips and crushed walnut shells can be used, but the best mulch that provides a source of nutrients for the tree is its own leaf litter. Any added organic mulch added by the contractors shall be applied to a maximum depth of 4- inches where possible. • <i>Pruning:</i> Regular pruning of the trees is not required. An ISA Certified Tree Worker under the supervision of a Registered Consulting Arborist shall only prune trees to maintain clearance and remove broken, dead or diseased branches. No more than 15% of the canopy shall be removed at any one time. All pruning shall conform to ISA standards. • <i>Watering:</i> The trees should not require irrigation other than the twelve months following substantial root pruning, if applicable. However, soil probing shall be necessary to accurately monitor moisture levels. Especially in years with low winter rainfall supplemental irrigation for the trees that sustained root pruning and any newly planted trees may be necessary. • <i>Watering Adjacent Plant Material:</i> All plants near the trees shall require moderate to low levels of water. The contractor shall water surrounding plants infrequently with deep soaks and allow them to dry out in-between, rather than frequent light irrigation. The soil shall not be allowed to become saturated or stay continually wet, nor should drainage allow ponding of water beneath the canopy of the oak trees. Irrigation spray shall not hit the trunk of any tree. The contractors shall maintain a 30-inch dry-zone around all tree trunks. An above ground micro-spray irrigation system shall be used in lieu of					

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
- typical underground pop-up sprays. <i>Chemical Applications:</i> If the trees are maintained in a healthy state, regular spraying for insect or disease control would not be necessary. If a problem does develop, a Registered Consulting Arborist shall be consulted as the trees may require the application of insecticides to prevent the intrusion of bark-boring beetles and other invading pests. All chemical spraying shall be performed by a licensed applicator under the direction of a licensed pest control advisor. <i>Monitoring:</i> A Registered Consulting Arborist shall inspect the trees preserved on-site for a period of seven (7) years following the completion of construction activity. Monitoring visits shall be completed quarterly, totaling twenty-eight (28) visits. Following each monitoring visit, a report summarizing site conditions, observations, tree health, and recommendations for promoting tree health shall be submitted. Additionally, any tree mortality shall be noted and any tree dying during the seven year monitoring period shall be replaced according to regulations of the City's Department of Public Works, or provisions of the County Specific Plan, as applicable.					
MM I-5 (Co): Mitigation for impacts to oak woodland habitat shall be accomplished through one or a combination of the options presented below. Oak Woodland Conservation Easements – Protect existing oak woodlands on or off the Project Site in perpetuity at a 2:1 acreage ratio through a conservation easement approved by the County and the Department of Fish and Game. Priority should be given to oak habitat that is (1) of equal or greater ecological value as the habitat to be removed, and (2) is contiguous with or adjacent to larger areas of existing	a. Implement mitigation as set forth, if applicable. b. Monitor replacement trees, if applicable.	Prior to issuance of permanent certificate of occupancy for building(s) in Oak Woodlands habitat. Annually.	Applicant	Department of Regional Planning in consultation with the County Fire Department, Forestry Division.	____/____/____
			Applicant	Department of Regional Planning in consultation with the County Fire Department, Forestry Division.	____/____/____

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
woodlands under conservation easements, public lands, or open space lands. Approval should be contingent on demonstrating that such lands meet these criteria to the maximum extent feasible and available. Mitigation for individual developments shall be clustered into the fewest areas possible, to avoid habitat fragmentation. 2. Plant Replacement Trees - Plant and maintain replacement trees on or off the Project Site at a 2:1 tree ratio, with the intention of recreating the acreage of oak woodlands impacted. The goal is to restore declining woodlands or re-establish them where they once grew. The selection of off-site planting should follow the same criteria as noted in option 1 above (equivalent habitat replacement, contiguous with other protected woodland habitat, consolidation of mitigation to avoid fragmentation). Restoration should result in species composition and density similar to the Project Site and appropriate to the restoration site. This type of mitigation shall not fulfill more than one-half of the mitigation requirements for the Project. The replacement of oak woodland habitat, if pursued as a mitigation option, should be coordinated with the replacement of oak trees during implementation of the proposed County Specific Plan Oak Tree Removal regulations. An option is to propose planting a range of sizes including seedlings, 1 gallon, 5 gallon, 15 gallon, 24-inch box, 36-inch box, 48-inch box, and 60-inch box trees (depending on the planting area and the ability to irrigate). The goal is to stress sustainability and replicate natural oak woodlands by creating a diversity of size and age classes. The mitigation oaks shall be maintained for a period of no less than seven (7) years from the date of planting, and replaced if mortality should occur during that seven year period.				Division.	

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
3. Oak Woodlands Conservation Funding – This final mitigation alternative involves contributing funds to the California Wildlife Conservation Board's Oak Woodlands Conservation Fund or, a segregated trust fund maintained or selected by the County. The contribution amount would equal an in lieu fee of \$2,700 for each removed Oak Tree. This fee shall be adjusted by the County Forester consistent with the Consumer Price Index for the Los Angeles-Long Beach metropolitan statistical area on the annual anniversary of the adoption of the proposed County Specific Plan. The contribution should specify that funds should be prioritized for use in acquiring or restoring oak woodland habitat within Los Angeles County. The in lieu fee (\$2,700) is the calculated average value of all trees that may be impacted by the proposed Project and the No Annexation scenario. The value of each impacted tree was calculated using the Trunk Formula Method presented in the "Guide for Plant Appraisal," published by the International Society of Arboriculture (Council of Tree and Landscape Appraisers, 2000). Compliance with the proposed County Specific Plan oak tree regulations would also satisfy the Oak Woodland mitigation requirements, except that on-site or off-site tree replacement may only satisfy up to half of the mitigation to oak woodland habitat.					
MM I-6 (Ci/Co): Prior to removal of trees within oak woodland habitat of eight inch diameter at breast height or greater, as well as native or non-native palm trees greater than ten feet in height, which may provide roosting habitat for special-status bat species, conduct pre-construction surveys for bats in the immediate vicinity of the affected trees using sonic bat detectors (e.g. Anabat). The surveys shall	a. Conduct pre-construction survey. b. Implementation of exclusion device or	Prior to removal of oak tree(s) of specified size within the oak woodland habitat. Prior to removal of oak tree(s) of	Applicant / Project Biologist / Contractor Applicant / Project Biologist	Department of Regional Planning in consultation with the County Fire Department, Forestry Division. Department of Regional Planning in	/ / / /

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
be conducted at dusk and after nightfall by a biologist. If special-status bats are detected, and based upon the experience of the biologist conducting the surveys, the detected bats are likely roosting in the trees to be removed, then exclusion devices (e.g., netting, canvas, or similar materials) shall be employed once bats have emerged from identified roosts to block access to tree cavities or other roost entry points. If tree removal is to occur during the maternity season (March 1 to September 30), and if during this period the biologist detects maternity roosts, then removal of the trees shall be delayed for the remainder of the maternity season until the young are sufficiently mature to leave the maternity roost as determined by the biologist.	delay of tree(s) removal if required under the mitigation measure.	specified size within the oak woodland habitat.	/ Contractor	consultation with the County Fire Department, Forestry Division.	
MM I-7 (Ci): Not applicable to development in the County.	None by County.	See City MMRP.	See City MMRP.	City of Los Angeles.	Not applicable to County.
J.1 CULTURAL RESOURCES – Historic Resources					
Project Design Features					
PDF J.1-1 (Co): As part of the Project, the alteration of contributing buildings, structures and sites within the potential Universal Studios Historic District shall comply with the Universal Studios Historic District Preservation Plan (see Attachment G to this MMRP). The Plan provides appropriate guidance for the alteration of contributing buildings, structures, and sites within the potential Universal Studios Historic District and establishes criteria for new construction to ensure that the historic integrity of the district is maintained. The Plan should serve as the framework for future repair, maintenance, and rehabilitation, and guide architects and designers in designing compatible new construction in the areas identified as potential sites for new buildings within the district. The Plan also includes guidelines for the documentation of historic resources.	Provide documentation of compliance from a Historic Preservation Expert.	Prior to issuance of demolition or building permit(s) for contributing buildings or building permits for new buildings within the potential Universal Studios Historic District.	Applicant / Project Historic Preservation Expert / Contractor	Department of Regional Planning in consultation with the Department of Public Works.	/ /

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
Mitigation Measures					
MM J.1-1 (Co): Retain and/or relocate the 1946 Film Vault (#6237) to avoid its demolition.	Provide relocation plans for 1946 Film Vault (#6237), if applicable.	Prior to issuance of relocation permit for the 1946 Film Vault (#6237).	Applicant / Contractor	Department of Public Works.	/ /
MM J.1-2 (Co): Retain and/or relocate the Jack Webb (#2250) and William Goetz (#2252) buildings to avoid their demolition.	Provide relocation plans for the Jack Webb (#2250) and/or William Goetz (#2252) buildings, if applicable.	Prior to issuance of relocation permit(s) for the Jack Webb (#2250) and/or William Goetz (#2252) buildings.	Applicant / Contractor	Department of Public Works.	/ /
MM J.1-3 (Co): Maintain the Universal Studios Back Lot Area identified on Attachment G to this MMRP as an area of open space primarily used for outdoor filming using large-scale, semi-permanent sets. Retain important character-defining features including: (1) the location in the northeastern portion of the Studio Area, adjacent to the motion picture production facilities; (2) the circulation pattern of streets, roads and trails; and (3) the large scale sets recreating different streetscapes and locations and arranged along key segments of the circulation system.	Maintain Back Lot Area as identified on Attachment G as set forth in mitigation measure.	On-going with report included at time of MMRP compliance report.	Applicant	Department of Regional Planning in consultation with the Department of Public Works.	/ /
MM J.1-4: Deleted due to selection of Alternative 10.	None	N/A	N/A	N/A	N/A
J.2 CULTURAL RESOURCES – Archaeological Resources					
Project Design Features					
<i>No Project Design Features are identified in the Environmental Impact Report for this environmental issue.</i>	None	N/A	N/A	N/A	N/A
Mitigation Measures					
MM J.2-1 (Ci/Co): During construction, an archaeologist and Native American monitor shall be retained by the Project Applicant or its successor to monitor any earth-moving activities, including grading, in areas designated as high, moderate or low sensitivity for the presence of buried prehistoric	Retain archaeologist and Native American monitor, if applicable.	Prior to issuance of grading or building permit for Projects in designated areas.	Applicant / Archaeologist / Native American Monitor / Contractor	Regional Planning in consultation with the Department of Public Works. (See City MMRP for projects in the City.)	/ /

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
archaeological sites (see Attachment H to this MMRP).					
MM J.2-2 (Ci): <i>Not applicable to development in the County.</i>	<i>None by County.</i>	<i>See City MMRP.</i>	<i>See City MMRP.</i>	<i>City of Los Angeles.</i>	<i>Not applicable to County.</i>
MM J.2-3 (Ci/Co): If potentially significant archaeological resources are encountered during Project development, site preparation/ construction activities in the area of potential impact shall be halted until the archaeological consultant and/or Native American monitor, as appropriate, have evaluated the resources and, if necessary, developed a plan to mitigate associated impacts. The construction manager at the Project Site shall be notified, and shall notify the responsible lead agency of the discovery. The archaeologist and/or the Native American monitor, as appropriate, with the concurrence of the City or County, as applicable, shall determine the area of potential impact and the timing when construction activities can resume. a) Discovered cultural resources shall be stored in a protected environment to prevent vandalism, damage, or theft until such time as they are examined by an archaeologist and/or Native American monitor, as appropriate. b) The identification and handling of archaeological resources at the site shall be conducted by a qualified archaeologist and overseen by local Native American monitor. c) All Project-related notes, records, photographs, and artifacts, both prehistoric and historical period, shall be curated at a repository in accordance with 36 Code of Federal Regulations 79. Any items of cultural patrimony, however, shall be returned to an appropriate Native American community, which shall be responsible for the disposition of these materials.	Development and implementation of mitigation plan if resources encountered.	Periodic, as required, if resources encountered.	Applicant / Contractor / Archaeological Consultant and/or Native American Monitor, as appropriate	Department of Regional Planning in consultation with the Department of Public Works. (See <i>City MMRP</i> for projects in the City.)	____/____/____
MM J.2-4 (Ci/Co): If human remains are encountered during construction, work in the affected	Notify required parties and undertake	Periodic, as required, if human	Applicant / Contractor /	Department of Regional Planning in	____/____/____

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
area and the immediate vicinity shall be halted immediately. The construction manager at the Project Site shall be notified, and shall notify the archaeologist and Native American monitor, if they are not on-site at the time, as well as the responsible lead agency of the discovery, who in turn shall notify the Native American Heritage Commission and the County Coroner pursuant to procedures and requirements set forth in California Health and Safety Code Section 7050.5. Disposition of the human remains and any associated grave goods shall also be in accordance with this regulation and Public Resources Code 5097.91 and 5097.98, as amended. The archaeologist and the Native American monitor, with the concurrence of the City or County, as applicable, shall determine the area of potential impact and the timing when construction activities can resume.	disposition in accordance with County and State regulations, if human remains encountered.	remains encountered.	Archaeologist / Native American Monitor	consultation with the Department of Public Works. (See City MMRP for projects in the City.)	
MM J.2-5 (Ci/Co): All construction-phase employees shall undergo a cultural resources orientation and awareness training prior to commencing work activities on the Project Site. Such training shall include familiarization with the stop-work restrictions, noticing, and handling procedures, and ultimate disposition of cultural resources as described below. The construction manager shall provide the responsible lead agency with a verification list of the employees completing the orientation.	Include training of construction employees in Construction Management Plan.	Prior to issuance of grading permit.	Applicant / Contractor	Department of Regional Planning in consultation with the Department of Public Works. (See City MMRP for projects in the City.)	/ /
MM J.2-6 (Ci): Not applicable to development in the County.	None by County.	See City MMRP.	See City MMRP.	City of Los Angeles.	Not applicable to County.
MM J.2-7 (Ci/Co): An archaeologist shall be retained by the Project Applicant or its successor to monitor any earthmoving activities, including grading, in areas designated as high sensitivity for the presence of buried historical period archaeological sites (see Attachment I to this MMRP).	Retain archaeologist, if applicable.	Prior to issuance of grading permits for designated areas.	Applicant / Contractor / Archaeologist	Department of Regional Planning in consultation with the Department of Public Works. (See City MMRP for projects in the City.)	/ /

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
J.3 CULTURAL RESOURCES – Paleontological Resources					
Project Design Features					
<i>No Project Design Features are identified in the Environmental Impact Report for this environmental issue.</i>	None	N/A	N/A	N/A	N/A
Mitigation Measures					
MM J.3-1 (Ci/Co): The services of a qualified paleontologist approved by the City or County of Los Angeles, as applicable, and the Los Angeles County Natural History Museum Vertebrate Paleontology Department shall be retained prior to earth-moving activities associated with construction in a particular development area or with a particular development phase. Prior to these earth-moving activities, the paleontologist shall develop a site-specific mitigation plan to be implemented in support of the activities in the particular development area or during a particular development phase. The plan shall specify the level and types of mitigation efforts as set forth below, based on the types and depths of any earth-moving activity and the rock unit in which the activity would be conducted.	Retain paleontologist and prepare site-specific mitigation plan, if applicable.	Prior to issuance of grading permits.	Applicant / Contractor / Paleontologist	Department of Regional Planning in consultation with the Department of Public Works. (See City MMRP for projects in the City.)	___/___/___
MM J.3-2 (Ci/Co): Earth-moving activities shall be monitored by the paleontologist or a monitor only in those areas of the Project Site where these activities would disturb previously undisturbed strata. Monitoring shall be conducted on a full-time basis in areas underlain by the Upper Topanga Formation and at depths greater than 10 feet below current grade in areas underlain by younger alluvium. If no fossil remains are found once 50 percent of earth-moving activities have been completed in an area underlain by one or the other rock unit, monitoring can be reduced or suspended in the remainder of that area following approval from the City or County of Los Angeles, as applicable. Monitoring shall consist of visually inspecting debris piles and freshly exposed strata for larger fossil remains, and	Paleontologist monitoring of designated areas, if applicable.	On-going full time or periodic during earthmoving activities as described in the mitigation measure, if applicable.	Applicant / Contractor / Paleontologist	Department of Regional Planning in consultation with the Department of Public Works. (See City MMRP for projects in the City.)	___/___/___

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
periodically dry test screening sediment, rock, and debris for smaller fossil remains. As soon as practicable, the monitor shall recover all vertebrate fossil specimens, a representative sample of invertebrate or plant fossils, or any fossiliferous rock sample that can be recovered easily. If recovery of a large or unusually productive fossil occurrence is warranted, earth-moving activities shall be diverted temporarily around the fossil site and a recovery crew shall be mobilized as necessary to remove the occurrence as quickly as possible. If the paleontologist or monitor is not on site when a fossil occurrence is uncovered by these activities, the activities shall be diverted temporarily around the fossil site and the monitor called to the site to evaluate and, if warranted, remove the occurrence. If the fossil site is determined by the paleontologist or monitor to be too unproductive or the fossil remains not worthy of recovery, no further action shall be taken to preserve the fossil site or remains, and earth-moving activities shall be allowed to proceed through the site immediately. The location and proper geologic context of any fossil occurrence shall be documented, as appropriate. As part of the monitoring effort, rock or sediment samples of the Upper Topanga Formation and younger alluvium shall be collected from each construction site and processed to allow for the recovery of smaller fossil remains. The total weight of all processed samples from either rock unit at each construction site shall not exceed 6,000 pounds (12,000 pounds total). The results of processing 250-pound test samples shall be used by the paleontologist or monitor in determining how much of the remainder of the total collected shall be processed. More of the samples or more of each sample shall be processed if the recovered remains are sufficiently common (at least 4-5 identifiable specimens per test sample), generally identifiable to genus or species level, and represent a					

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
taxonomically diverse faunal assemblage. With the development of each successive construction site, the paleontologist or monitor may specify that less than 6,000 pounds shall be processed, based on the amount of excavation and other earth-moving activities that would occur in areas underlain by either rock unit, and on the results of processing samples from the same rock unit at previous construction sites. Unless potentially fossilized remains are discovered at or near the surface, no paleontological monitoring of earth-moving activities in the younger alluvium shall be conducted at depths less than 10 feet below current grade, and no sample shall be collected or processed.					
MM J.3-3 (Ci/Co): Before the mitigation program begins, the paleontologist or monitor shall coordinate with the appropriate construction contractor personnel to provide information regarding City or County of Los Angeles requirements, as applicable, for the protection of paleontological resources. Contractor personnel shall be briefed on procedures to be followed in the event that fossil remains and a previously unrecorded fossil site are encountered by earth-moving activities, particularly when the monitor is not on site. The briefing shall be presented to new contractor personnel as necessary. Names and telephone numbers of the monitor and other appropriate mitigation program personnel shall be provided to appropriate contractor personnel. The Project's construction superintendent shall be instructed by the paleontologist or monitor regarding the identification of conditions whereby potential paleontological resources could occur. The construction superintendent shall be sufficiently informed that he/she will be able to recognize when fossil remains have been uncovered and require that grading be temporarily diverted around the fossil site until the monitor has evaluated and, if warranted,	Include contractor training for applicable procedures in Construction Management Plan, if applicable.	Prior to issuance of grading permits.	Applicant / Contractor / Paleontologist	Department of Regional Planning in consultation with the Department of Public Works. (See City MMRP for projects in the City.)	___/___/___

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
recovered the remains. Similarly, and if necessary, the monitor shall be empowered to temporarily divert grading around an exposed fossil specimen to facilitate evaluation and, if warranted, recovery.					
MM J.3-4 (Ci/Co): The paleontologist shall reach a formal agreement with a recognized museum repository, such as the Los Angeles County Natural History Museum, before the mitigation program begins, regarding final disposition and permanent storage and maintenance of any fossil remains that might be recovered as a result of the mitigation program, the archiving of associated specimen data and corresponding geologic and geographic site data, and the level of treatment (preparation, identification, curation, and cataloguing) of the remains that would be required before the entire mitigation program fossil collection would be accepted by the repository for storage. The fossil collection shall be donated to a public, nonprofit institution, such as the Los Angeles County Natural History Museum, with a research interest in the collection. The costs to be charged by the repository for curating and permanently storing the collection should be specified in the agreement.	Include written verification in contract with paleontologist, if applicable.	Prior to issuance of grading permits, if applicable.	Applicant / Contractor / Paleontologist / Selected Museum	Department of Regional Planning. (See City MMRP for projects in the City.)	/ /
MM J.3-5 (Ci/Co): All fossil specimens recovered at the Project Site as a result of the mitigation program, including those recovered as the result of processing fossiliferous rock samples, shall be prepared, identified, curated, and catalogued in accordance with designated museum repository requirements. Rock samples from the Upper Topanga Formation and the younger alluvium shall be submitted to commercial laboratories for microfossil, pollen, or radiometric dating analysis.	Include written verification in contract with paleontologist, if applicable.	Prior to issuance of grading permits, if applicable.	Applicant / Contractor / Paleontologist,	Department of Regional Planning. (See City MMRP for projects in the City.)	/ /
MM J.3-6 (Ci/Co): The paleontologist or monitor shall maintain daily monitoring logs that record the particular tasks accomplished, locations where earth-moving activities and monitoring were conducted, rock unit(s) encountered, any fossil specimen	Maintain monitoring logs per mitigation measure, if applicable.	On-going during grading, if applicable.	Applicant / Paleontologist	Department of Regional Planning in consultation with the Department of Public	/ /

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
recovered, and associated specimen data and geologic and geographic site data.				Works. (See City MMRP for projects in the City.)	
MM J.3-7 (Ci/Co): A final technical report of results and findings shall be prepared by the paleontologist in accordance with any City or County of Los Angeles requirements, as applicable. Copies of the final report and any supporting documentation, including the paleontologist's or monitor's field notes and fossil site maps shall be archived at the designated museum repository. The final report shall be prepared upon completion of grading activities for the first Project requiring monitoring by a paleontologist, pursuant to the City's Department of Building and Safety regulations, and as that term is defined in the County Specific Plan. Subsequent Project reports shall be issued as addenda to the first final report. Projects whose grading activities are completed within a one-year time period may be addressed collectively in one report or addenda.	Prepare final technical report as set forth in mitigation measure, if applicable.	Prior to issuance of permanent certificate of occupancy, if applicable.	Applicant / Paleontologist	Department of Regional Planning. (See City MMRP for projects in the City.)	___/___/___
K.1 PUBLIC SERVICES – Fire					
Project Design Features					
PDFs K.1-1, K.1-2, K.1-3, K.1-4 and K.1-5 (Ci): Not applicable to development in the County.	None by County.	See City MMRP.	See City MMRP.	City of Los Angeles.	Not applicable to County.
PDF K.1-6 (Co): In conjunction with the building permit process in the County, the Project Applicant or its successor shall consult with the County Fire Department and incorporate fire prevention and suppression features appropriate to the design of the Project.	Provide Project drawings with fire prevention and suppression features designed pursuant to County Fire Department requirements.	Prior to issuance of building permit.	Applicant / Project Architect / Project Engineer	Department of Public Works County Fire Department.	___/___/___
PDF K.1-7 (Co): Project development in the County shall comply with all applicable County code and ordinance requirements for construction, access, water mains, fire flows and fire hydrants.	Provide Project drawings with Project designed pursuant to the applicable codes and ordinances.	Prior to issuance of building permit.	Applicant / Project Architect / Project Engineer	Department of Public Works. County Fire Department.	___/___/___

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
PDF K.1-8 (Co): The Project shall continue to provide fire flows up to 8,000 gallons per minute at 20 pounds per square inch residual pressure for up to a four-hour duration in the County. Final fire flows will be based on the square footage of the buildings, the types of construction used, and the type of sprinkler system within the structure.	Provide Project drawings with fire flows pursuant to County Fire Department requirements.	Prior to issuance of building permits.	Applicant / Project Architect / Project Engineer	Department of Public Works. County Fire Department.	___/___/___
PDF K.1-9 (Co): Future buildings in the County shall be designed with sprinklers in accordance with the County of Los Angeles Building and Fire Codes. An automatic fire sprinkler system shall be provided for all buildings with four stories or greater above Los Angeles County Fire Department vehicular access (e.g. street level).	Provide Project drawings with sprinklers pursuant to County of Los Angeles Building and Fire Codes.	Prior to issuance of building permits.	Applicant / Project Architect / Project Engineer	Department of Public Works. County Fire Department.	___/___/___
PDF K.1-10 (Co): All new permanent outdoor facades that fall within the scope of the current edition of Los Angeles County, Fire Department Regulation #29 shall be constructed and maintained in accordance with that Regulation.	Provide drawings with outdoor façade design pursuant to Regulation #29 requirements.	Prior to issuance of Regulation 29 approval.	Applicant / Project Architect / Project Engineer	Department of Public Works. County Fire Department.	___/___/___
PDF K.1-11 (Co): Prior to the removal of Park Lake (see Attachment A to this MMRP), a drafting reservoir and drafting appliances shall be provided and maintained with the ability to draft 1.5 million gallons of water designed to the satisfaction of the Los Angeles County Fire Department.	Provide drawings with replacement facilities.	Prior to issuance of permit for removal of Park Lake.	Applicant / Contractor	Department of Public Works. County Fire Department.	___/___/___
PDF K.1-12: Deleted due to selection of Alternative 10.	None	N/A	N/A	N/A	N/A
Mitigation Measures					
MMs K.1-1, K.1-2 and K.1-3 (Ci): Not applicable to development in the County.	None by County.	See City MMRP.	See City MMRP.	City of Los Angeles.	Not applicable to County.
MM K.1-4 (Co): Upon the issuance of the first building permit for new construction in the County portion of the Project Site, the Project Applicant or its successor shall enter into an agreement with the County to reimburse the County for the cost of staffing Fire Station 51 with a permanent fire inspector to serve the needs of implementation of the	Complete reimbursement agreement.	Prior to issuance of first building permit for new project construction.	Applicant	Department of Public Works. County Fire Department.	___/___/___

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
Project during construction activities and ongoing expanded operations.					
MM K.1-5 (Co): Expanded County fire fighting facilities shall be provided to serve the Project. The expanded facilities may be a new fire station or remodeling of the existing Fire Station 51 to accommodate additional equipment and staffing (Facility Improvements). The decision to remodel the existing station or construct a second additional station is solely the County Fire Department's based upon its determination of service needs. The new fire station, if this option is selected, shall be a "four-man" station built to County Fire Department's specifications that could accommodate a new "tiller-quint", or similar equipment approved by the County Fire Department, with a minimum of four firefighter positions. The Project Applicant or its successor shall construct or cause to be constructed and furnish the Facility Improvements at no cost to the County as well as providing the quint and ancillary equipment for the quint, or similar equipment at no cost to the County. The County Fire Department shall be responsible for staffing costs. The Facility Improvements shall be constructed / conveyed to the County Fire Department before building permits are issued for: (a) the first new building that is 75-feet or greater in height; (b) the first new building that is 70,000 square-feet in total net new floor area; or (c) the last of multiple buildings less than 75 feet in height that cumulatively exceed 100,000 square feet of net new floor area in the same vicinity. The Project Applicant or its successor and the County Fire Department shall work together to appropriately locate the station.	Completion / conveyance of improvement to County.	Prior to issuance of first building permit(s) for buildings meeting stated criteria.	Applicant	Department of Public Works. County Fire Department.	____/____/____
MM K.1-6 (Co): The Project Applicant or its successor shall engage in an annual review through Project build-out with the County Fire Department to determine fire service needs of the Project Site.	Perform annual review.	Prior to submittal of annual MMRP compliance report.	Applicant	County Fire Department.	____/____/____

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
MM K.1-7 (Co): Prior to the issuance of a certificate of occupancy, the Project Applicant or its successor shall contact the local water purveyor, if the fire hydrant is public, or a private sprinkler contractor, if the fire hydrant is private, to have the closest existing fire hydrant(s) to the location under review verified and tested to the satisfaction of the County Fire Department by conducting a fire flow availability test.	Verify fire flow availability to satisfaction of Fire Department.	Prior to issuance of temporary or permanent certificate of occupancy.	Applicant / Contractor	County Fire Department.	___/___/___
MM K.1-8 (Ci/Co): When the Applicant provides to County Fire Station 51 the tiller-quit pursuant to Mitigation Measure K.1-5 and the City Fire Department obtains the rescue ambulance pursuant to Mitigation Measure K.1-2, the City Fire Department and County Fire Department shall agree upon use of their respective equipment on an automatic response basis pursuant to a mutually acceptable automatic aid agreement.	Provide written verification specified equipment has been provided.	After Applicant provides equipment required by mitigation measure and City and County have reached agreement.	Applicant / City of Los Angeles Fire Department. County Fire Department.	City of Los Angeles Fire Department. County Fire Department.	___/___/___
K.2 PUBLIC SERVICES – Police/Sheriff					
Project Design Features					
PDF K.2-1 (Ci/Co): During Project construction, the Project Applicant or its successor shall implement security measures at Project construction sites that are accessible to the general public. Security measures could include, but are not limited to, fencing, security lighting, and providing security personnel to patrol construction sites.	Include security measures in Construction Management Plan.	Prior to issuance of building permit.	Applicant / Contractor	County Sheriff (See City MMRP for projects in the City.)	___/___/___
PDF K.2-2 (Ci): Not applicable to development in the County.	None by County.	See City MMRP.	See City MMRP.	City of Los Angeles.	Not applicable to County.
PDF K.2-3 (Ci/Co): The Project Applicant or its successor shall design on-site streets, street lighting, and street signage for public streets in accordance with the emergency access requirements of the applicable jurisdiction (i.e., City of Los Angeles or County of Los Angeles). The Project Applicant or its successor shall submit to the applicable jurisdiction (i.e., City or County) for review the design plans for on-site street widths, street lighting, and street	Provide on-site design plans complying with applicable requirements.	Prior to issuance of applicable permits for on-site street widths, street lighting, and street signage.	Applicant / Project Engineer	Department of Public Works in consultation with County Sheriff. (See City MMRP for projects in the City.)	___/___/___

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
signage.					
Mitigation Measures					
MM K.2-1: Deleted due to selection of Alternative 10.	None	N/A	N/A	N/A	N/A
MM K.2-2 (Co): The Project Applicant or its successor shall provide a new up to 16,000 square foot facility within the County portion of the Project Site, for the shared use of the County Sheriff's Department, contract security, and corporate security for the Project Site. Construction of the facility shall meet the operational needs of the County Sheriff's Department and comply with applicable California Code of Regulations Title 15 requirements and County standards. The facility shall include holding cells, office space, locker room, and several access points. The Project Applicant or its successor shall improve the facility at its cost. The facility shall be available once certificates of occupancy have been issued for a cumulative total of 765,000 square feet of net new Project development within County portions of the Project Site or 2022, whichever comes first, and once constructed shall replace the existing on-site County Sheriff's Department facility.	Provide 16,000 square-foot County facility as set forth in mitigation measure.	At the time of issuance of certificate of occupancy for cumulative total of 765,000 square feet or year 2022, whichever comes first.	Applicant	Department of Public Works. County Sheriff.	___/___/___
MM K.2-3 (Ci/Co): Extra private security personnel shall be deployed at important entertainment events (i.e., visits to the Project Site by state, national, or international dignitaries and red carpet events), in order to reduce the need for sworn officer response.	Provide extra security.	At the time of applicable event.	Applicant	County Sheriff. (See City MMRP for projects in the City.)	___/___/___
MMs K.2-4 and K.2-5: Deleted due to selection of Alternative 10.	None	N/A	N/A	N/A	N/A
K.3 PUBLIC SERVICES – Schools					
Project Design Features					
No Project Design Features are identified in the Environmental Impact Report for this environmental issue.	None	N/A	N/A	N/A	N/A

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
Mitigation Measures					
MM K.3-1 (Ci/Co): The Project Applicant or its successor shall pay all applicable school fees to the Los Angeles Unified School District to offset the impact of additional student enrollment at schools serving the Project area.	Payment of LAUSD fees.	Prior to issuance of first building permit for each building.	Applicant	Department of Regional Planning in consultation with the Department of Public Works. (See City MMRP for projects in the City.)	___/___/___
K.4 PUBLIC SERVICES – Parks and Recreation					
Project Design Features					
PDFs K.4-1, K.4-2, and K.4-3: Deleted due to selection of Alternative 10.	None	N/A	N/A	N/A	N/A
Mitigation Measures					
No Mitigation Measures are identified in the Environmental Impact Report for this environmental issue.	None	N/A	N/A	N/A	N/A
K.5 PUBLIC SERVICES – Libraries					
Project Design Features					
No Project Design Features are identified in the Environmental Impact Report for this environmental issue.	None	N/A	N/A	N/A	N/A
Mitigation Measures					
MMs K.5-1, K.5-2, K.5-3 and K.5-4: Deleted due to selection of Alternative 10.	None	N/A	N/A	N/A	N/A
L.1 UTILITIES – Sewer					
Project Design Features					
PDF L.1-1 (Ci/Co): Prior to the development of a new building, the capacity of the on-site sewer lines serving the building shall be evaluated and replacement or new sewer lines shall be installed as necessary.	Provide required specifications on Project drawings.	Prior to issuance of permits for sewer lines.	Applicant / Project Engineer	County of Los Angeles Sanitation District. City of Los Angeles, Department of Public Works, Bureau of Sanitation. (See City MMRP for projects in	___/___/___

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
PDF L.1-2 (Ci/Co): Gauging stations shall be installed in the proposed sewer lines in the County areas of the Project Site at the point of connection with the City-owned sewer for wastewater flows to pass through before entering a City-owned sewer.	Provide required specifications on Project drawings	Prior to issuance of permits for the sewer connection.	Applicant / Project Engineer / Contractor	County of Los Angeles Sanitation District. City of Los Angeles, Department of Public Works, Bureau of Sanitation. (See City MMRP for projects in the City.)	/ /
PDF L.1-3 (Ci/Co): New sanitary sewers in the City areas of the Project Site shall be designed to conform to the standards of the City's Bureau of Sanitation. New sanitary sewers in the County areas of the Project Site shall be designed to conform to the standards of the County of Los Angeles Sanitation District. The Project Applicant or its successor shall construct the additional on-site sanitary sewer system improvements required to support the additional development per these standards.	Provide required specifications on Project drawings.	Prior to issuance of permits for sewers.	Applicant / Project Engineer	County of Los Angeles Sanitation District. City of Los Angeles, Department of Public Works, Bureau of Sanitation. (See City MMRP for projects in the City.)	/ /
Mitigation Measures					
<i>No Mitigation Measures are identified in the Environmental Impact Report for this environmental issue.</i>	None	N/A	N/A	N/A	N/A
L.2 UTILITIES – Water					
Project Design Features					
PDF L.2-1 (Ci/Co): Any additional water lines and hydrants that may be needed to provide additional fire flows to new buildings shall be constructed as necessary. The new water lines shall be designed and installed in accordance with applicable City and County standards and would be sized to accommodate both fire flow demand and peak day domestic demand.	If applicable, include new lines and hydrants in Project drawings.	Prior to issuance of building permits.	Applicant / Project Engineer / Contractor	Department of Public Works. County Fire Department (See City MMRP for projects in the City.)	/ /
PDF L.2-2 (Ci/Co): All water lines that are constructed that deliver both domestic and fire water	If applicable, include new lines in Project	Prior to issuance of building permits.	Applicant / Project Engineer	Department of Public Works.	/ /

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
shall be constructed with the necessary materials and appropriate size to deliver the highest instantaneous demand on the individual water line.	drawings.		/ Contractor	County Fire Department (See City MMRP for projects in the City.)	
PDF L.2-3 (Ci/Co): The following water conservation features shall be incorporated into the proposed outdoor and indoor areas of the Project: <u>Outdoor</u> • Use recycled water for landscape irrigation. • Installation of the infrastructure to deliver and use recycled water. • Expanded use of high efficiency irrigation systems, including weather-based irrigation controllers with rain shutoff technology or smart irrigation controllers for any area that is either landscaped or designated for future landscaping. • Use of native/drought tolerant plant materials (for at least 25 percent of new landscaping) and use of water efficient landscaping such as proper hydro-zoning, turf minimization, and landscaping contouring (to minimize precipitation runoff) for new landscaping in areas other than production activities, entertainment attractions, sets/façades, the theme park, and visitor entries to the theme park and Universal CityWalk. Other than the exempted areas described above, areas of the Project Site within the County's jurisdiction would also comply with the County's landscaping design regulations, as applicable. • Provide education on water conservation for employees. <u>Indoor</u> • Install high efficiency toilets that use 1.28 gallons per flush or less. • Install high efficiency urinals that use 0.5 gallons per flush or less for commercial applications. • Install restroom faucets that use 1.5 gallons per	Include water conservation measures set forth in mitigation measure on Project drawings.	Prior to issuance of building permits.	Applicant / Project Architect / Project Engineer	Department of Public Works. (See City MMRP for projects in the City.)	/ /

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
- minute or less for all applications. - Install pre-rinse spray valves that use 1.6 gallons per minute or less for commercial kitchens. - Install self-closing faucets for public restrooms for commercial applications. - Install high efficiency clothes washers with a water savings factor of 7.5 or less for commercial applications. - Install cooling tower conductivity controllers or cooling tower pH conductivity controllers, as applicable.					
PDFs L.2-4 and L.2-5 (Ci): Not applicable to development in the County.	<i>None by County.</i>	<i>See City MMRP.</i>	<i>See City MMRP.</i>	<i>City of Los Angeles.</i>	<i>Not applicable to County.</i>
Mitigation Measures					
MM L.2-1 (Ci): Not applicable to development in the County.	<i>None by County.</i>	<i>See City MMRP.</i>	<i>See City MMRP.</i>	<i>City of Los Angeles.</i>	<i>Not applicable to County.</i>
L.3 UTILITIES – Solid Waste					
Project Design Features					
PDF L.3-1 (Ci/Co): During new construction a minimum of 65 percent of the non-hazardous demolition and construction debris by weight from construction of new Project buildings (not including sets/façades, production activities, and temporary uses) shall be recycled and/or salvaged for reuse.	Include recycling requirement in Construction Management Plan.	Prior to issuance of building permit.	Applicant / Contractor	Department of Public Works. (See City MMRP for projects in the City.)	___/___/___
PDFs L.3-2, L.3-3 and L.3-4: Deleted due to selection of Alternative 10.	<i>None</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>
PDF L.3-5 (Ci/Co): During occupancy and operations, the Project shall have a solid waste diversion target of 65 percent of the non-hazardous waste (not including production activities and temporary uses), pursuant to the City's Department of Building and Safety, and Bureau of Sanitation regulations and County Specific Plan.	Documentation of agreement with waste hauler(s).	Annually at time of MMRP compliance report.	Applicant	County of Los Angeles Sanitation District. (See City MMRP for projects in the City.)	___/___/___
Mitigation Measures					
<i>No Mitigation Measures are identified in the</i>	<i>None</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>

Project Design Feature / Mitigation Measure <i>Environmental Impact Report for this environmental issue.</i>	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
L.4 UTILITIES – Electricity					
Project Design Features					
PDF L.4-1 (Ci/Co): Where available, spare conduits in the existing underground cable and conduit system within the Project Site would be utilized in lieu of providing new conduits. For areas with no spare conduits, additional conduits would be provided. New cables, electrical lines, and facilities would be provided for the Project in currently underdeveloped areas.	For new conduits, include in Project drawings.	Prior to issuance of building permits.	Applicant / Project Architect / Project Engineer	Department of Public Works. (See City MMRP for projects in the City.)	___/___/___
PDF L.4-2 (Co): Under the Project, additional power would be supplied to meet the increased demand for the County portion of the Project Site through relocation of the Studio Master Substation and upgrades to the substation owned and operated by Southern California Edison. Specifically: - A new Project Applicant-owned and operated distribution substation would be located east of the existing Studio Master Substation. The Project Applicant-owned facility currently housed within the existing Studio Master Substation would be relocated and expanded with new equipment to the new location. - Additional electricity would be supplied to the existing Studio Master Substation through an additional 66kV transmission line for an additional 60 MVA for the Project Site, which will increase the total capacity of the existing Studio Master Substation to 100 MVA. The substation would also be equipped with an outdoor 66kV Gas Insulated Switchgear which would be configured in an operating and transfer bus arrangement. All 66kV lines and transformer bank feeders would enter the Gas Insulated Switchgear equipment by means of an underground riser pedestal. The substation	Completion of new substation and related electrical system improvements by the applicant.	As determined by Southern California Edison.	Applicant / Project Engineer	Department of Public Works in consultation with Southern California Edison.	___/___/___

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
would also have a Mechanical-Electrical Equipment Room to house all controls, switches, relay protection equipment, alarms, meters, batteries, HVAC and the station AC and DC distribution panels. - Once expanded, operation of the existing Studio Master Substation facility would transfer from the Project Applicant or its successor to Southern California Edison, and the substation would be connected to the Edison Universal Substation via subterranean electrical lines on Southern California Edison's 66kV subtransmission system. The Edison Universal Substation has an existing capacity of 22 MVA. The combined substations that would be operated by Southern California Edison would have a total capacity of 122 MVA and would supply power to the new Project Applicant-owned and operated distribution substation, which would distribute electricity within the County portion of the Project Site. - The private on-site electrical system would have new electrical lines to serve new buildings constructed as part of the Project.					
PDFs L-4-3 and L-4-4 (Ci): Not applicable to development in the County.	None by County.	See City MMRP.	See City MMRP.	City of Los Angeles.	Not applicable to County. ____/____/____
PDF L-4-5 (Ci/Co): Each of the Project's buildings would be subject to the State Energy Conservation Standards for New Non-Residential Buildings (Title 24, Part 6, Article 2, California Code of Regulations). The Project shall incorporate energy conservation measures to exceed Title 24 (2005) requirements by 15 percent. In the event Title 24 is amended such that the energy conservation requirements exceed Title 24 (2005) by more than 15 percent, the Project shall comply with the amended Title 24.	Provide required specifications on Project drawings.	Prior to issuance of building permits.	Applicant / Project Architect / Project Engineer	Department of Public Works. (See City MMRP for projects in the City.)	____/____/____
PDF L-4-6 (Ci/Co): Install efficient lighting and lighting control systems.	Provide required specifications on	Prior to issuance of building permits.	Applicant / Project Architect	Department of Public Works.	____/____/____

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
	Project drawings.		/ Project Engineer	(See City MMRP for projects in the City.)	
PDF L.4-7 (Ci/Co): Install light colored "cool" roofs.	Provide required specifications on Project drawings.	Prior to issuance of building permits.	Applicant / Project Architect / Project Engineer	Department of Public Works. (See City MMRP for projects in the City.)	/ /
PDF L.4-8 (Ci/Co): Install energy efficient heating and cooling systems, appliances (e.g., ENERGY STAR) and equipment, and control systems.	Provide required specifications on Project drawings.	Prior to issuance of building permits.	Applicant / Project Architect / Project Engineer	Department of Public Works. (See City MMRP for projects in the City.)	/ /
PDF L.4-9 (Ci/Co): Install light-emitting diodes for private on-site traffic and street lighting.	Provide required specifications on Project drawings.	Prior to issuance of applicable permits.	Applicant / Project Engineer	Department of Public Works. (See City MMRP for projects in the City.)	/ /
PDF L.4-10: Deleted due to selection of Alternative 10.	None	N/A	N/A	N/A	N/A
PDF L.4-11 (Ci/Co): Provide education on energy efficiency, water conservation, waste diversion, and recycling services to the Project Applicant's employees through new employee orientation materials and three times annually through the company website, exhibits, or meetings on energy conservation.	Provide employee education as specified in the mitigation measure.	At employee orientation and three times annually.	Applicant	Department of Regional Planning. (See City MMRP for projects in the City.)	/ /
Mitigation Measures					
No Mitigation Measures are identified in the Environmental Impact Report for this environmental issue.	None	N/A	N/A	N/A	N/A
L.5 UTILITIES – Natural Gas					
Project Design Features					
PDFs L.5-1 and L.5-2: Deleted due to selection of Alternative 10.	None	N/A	N/A	N/A	N/A
PDF L.5-3 (Ci/Co): A portion of the existing gas main located beneath Universal Hollywood Drive shall be removed and relocated by the Project Applicant or its successor to the extent necessary in connection with	Submit plans for replacement gas main as required.	Prior to issuance of applicable permit(s) for new gas main and realignment of	Applicant / Project Engineer	Department of Public Works Southern California	/ /

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
the proposed re-alignment of the road. The relocation of this line would not impact its capacity nor its ability to supply natural gas to the Project Site, as the relocated line would be fully operational prior to abandoning the existing line.		Universal Hollywood Drive		Gas Company. (See City MMRP for projects in the City.)	
PDF L.5-4 (Ci/Co): State Energy Conservation Standards for New Non-Residential Buildings, pursuant to Title 24, Part 6, Article 2, California Code of Regulations (Title 24) (2005), shall be exceeded by 15 percent. In the event Title 24 is amended such that the energy conservation requirements exceed Title 24 (2005) by more than 15 percent, Project shall comply with the amended Title 24.	Provide required specifications on Project drawings.	Prior to issuance of building permits.	Applicant / Project Architect / Project Engineer	Department of Public Works. (See City MMRP for projects in the City.)	___/___/___
PDF L.5-5 (Ci/Co): Install energy efficient heating and cooling systems, appliances (e.g., ENERGY STAR) and equipment, and control systems.	Provide required specifications on Project drawings.	Prior to issuance of building permits.	Applicant / Project Architect / Project Engineer	Department of Public Works. (See City MMRP for projects in the City.)	___/___/___
PDF L.5-6: Deleted due to selection of Alternative 10.	None	N/A	N/A	N/A	N/A
PDF L.5-7 (Ci/Co): Provide education on energy efficiency, water conservation, waste diversion, and recycling services to the Project Applicant's employees through new employee orientation materials and three times annually through company website, exhibits, or meetings on energy conservation.	Provide employee education as specified in the mitigation measure.	At employee orientation and three times annually.	Applicant	Department of Regional Planning. (See City MMRP for projects in the City.)	___/___/___
Mitigation Measures					
No Mitigation Measures are identified in the Environmental Impact Report for this environmental issue.	None	N/A	N/A	N/A	N/A
M. ENVIRONMENTAL SAFETY					
Project Design Features					
PDF M-1 (Ci/Co): Prior to the issuance of any demolition permit or building permit for remodeling of existing buildings, the Project Applicant or its successor shall provide evidence to the City of Los	Provide written verification of qualified asbestos abatement contract, as	Prior to issuance of demolition or building permits.	Applicant / Contractor	Department of Public Works. (See City MMRP for projects in the City.)	___/___/___

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable, that the demolition contract provides for a qualified asbestos abatement contractor/specialist to remove or otherwise abate or manage asbestos during demolition or renovation activities in accordance with all applicable federal, state and local regulations.	applicable.				
PDF M-2 (Ci/Co): Prior to the issuance of any demolition permit or building permit for remodeling of existing buildings, the Project Applicant or its successor shall provide evidence to the City of Los Angeles, Department of Building and Safety, or County of Los Angeles, Department of Public Works, as applicable, that the demolition contract provides for a qualified lead-based paint abatement contractor/specialist to remove or otherwise abate or manage lead-based paint during demolition or renovation activities in accordance with all applicable federal, state and local regulations.	Provide written verification of qualified lead-based paint abatement contract, as applicable.	Prior to issuance of demolition or building permits.	Applicant / Contractor	Department of Public Works. (See <i>City MMRP for projects in the City.</i>)	___ / ___ / ___
PDF M-3 (Ci/Co): The Project Applicant or its successor shall implement a soil management plan, or other applicable plan, approved by the Department of Toxic Substances Control, pursuant to Department of Toxic Substances Control's Voluntary Cleanup Program, or other applicable state or local regulatory agency providing oversight, to address contamination in soil in the Back Lot Area. The approved soil management plan or other applicable plan shall include procedures for soil sampling and remedial options that may include removal (excavation), treatment (<i>in-situ</i> or <i>ex-situ</i>), or other measures, as appropriate.	Include soil management plan, or other applicable plan, in Construction Management Plan.	Prior to issuance of grading, foundation, other earth-moving, or building permits for work in the Back Lot Area.	Applicant / Project Environmental consultant / Contractor	Department of Public Works. California State Department of Toxic Substances Control. (See <i>City MMRP for projects in the City.</i>)	___ / ___ / ___
PDF M-4 (Ci/Co): The Project Applicant or its successor shall submit to the County Fire Department, City Fire Department, and Los Angeles County Department of Public Works, and City Department of Building and Safety, as applicable, an updated emergency response and/or evacuation	Submit updated emergency response and/or evacuation plan.	Annually prior to MMRP compliance report.	Applicant	County Fire Department. (See <i>City MMRP for projects in the City.</i>)	___ / ___ / ___

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
plan, as appropriate, to include operation of the Project. The emergency response plan shall include but not be limited to the following: mapping of evacuation routes for vehicles and pedestrians, and the location of the nearest hospital and fire departments.					
Mitigation Measures					
MM M-1 (CI/Co): If soil contamination is suspected to be present, prior to excavation and grading, the South Coast Air Quality Management District's Rule 1166 shall be implemented, as appropriate. If soil contamination is not suspected, but is observed (i.e., by sight, smell, visual, etc.) by a qualified professional during excavation and grading activities, excavation and grading within such an area shall be temporarily halted and redirected around the area until the appropriate evaluation and follow-up measures are implemented, as contained in Southern California Air Quality Management District's Rule 1166, so as to render the area suitable for grading activities to resume. The contaminated soil discovered shall be evaluated and excavated/disposed of, treated <i>in-situ</i> (in-place), or otherwise managed in accordance with all applicable regulatory requirements.	Implement Rule 1166 as applicable.	Prior to issuance of grading or excavation permits if contamination suspected in advance of work, or as soon as contaminated soils encountered during grading and excavation activities.	Applicant / Contractor / Project Environmental Consultant	Department of Public Works. South Coast Air Quality Management District (See City MMRP for projects in the City.)	___/___/___
MM M-2 (CI/Co): As required by the Occupational Safety and Health Administration, Construction Worker Safety Plan shall be developed by each contractor working within the footprint of the landfill. The Construction Worker Safety Plan shall comply with Occupational Safety and Health Administration Safety and Health Standards 29 Code of Federal Regulations, Title 8, the California Code of Regulations, Title 8, General Industry Safety orders, and U.S. Occupational Safety and Health Administration. The Plan shall include requirements associated with potential exposure to landfill gases. In addition, construction personnel shall wear protective equipment and clothing and other safety	Prepare Construction Worker Safety Plan for Projects within the footprint of the landfill and include in the Construction Management Plan, if applicable.	Prior to issuance of building permits for buildings within the footprint of the landfill.	Applicant / Contractor	Department of Public Works. Occupational Safety and Health Administration. (See City MMRP for projects in the City.)	___/___/___

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
equipment, as appropriate, in accordance with the Construction Worker Safety Plan and/or Project site-specific safety plans, as applicable.					
MM M-3 (Co): Construction of all new development within 1,000 feet of the landfill shall be designed and constructed to prevent gas migration into the buildings in accordance with the recommendations of a licensed civil engineer. The recommendations shall be subject to the review and approval of the Los Angeles County, Department of Public Works.	Provide required specifications on Project drawings for buildings within 1,000 feet of landfill.	Prior to issuance of building permits for buildings within 1,000 feet of landfill.	Applicant / Contractor	Department of Public Works.	/ /
MM M-4 (Ci): Not applicable to development in the County.	None by County.	See City MMRP.	See City MMRP.	City of Los Angeles.	Not applicable to County.
MM M-5 (Ci/Co): During operation, monitoring of methane safety systems shall occur in accordance with County or City requirements, as applicable.	Monitoring of methane safety systems, if applicable.	During operations.	Applicant	Department of Public Works (See City MMRP for projects in the City.)	/ /
MM M-6 (Ci/Co): The Project Applicant or its successor shall locate and operate satellite-uplink antennas with an absolute minimum of 1 foot of separation between the eye level and all waveguide connections, waveguide components, and flexible waveguide. Exposure within 1 to 3 feet from waveguide shall be limited to less than one minute.	Provide required specifications on Project drawings.	Prior to issuance of applicable permit.	Applicant	Department of Public Works. Department of Regional Planning. (See City MMRP for projects in the City.)	/ /
MM M-7 (Ci/Co): The Project Applicant or its successor shall develop and use a simple lockout, tagout procedure prior to the maintenance activities of satellite-uplink antennas (i.e., reflector antennas) to ensure that the high-power amplifiers cannot be energized while anyone is working on an antenna.	Provide maintenance and safety procedures for applicable antennas.	Prior to installation of applicable antenna(s).	Applicant	Department of Public Works. (See City MMRP for projects in the City.)	/ /
MM M-8 (Ci/Co): If a 2.4-meter-diameter antenna is installed so that the bottom lip of the antenna is less than 7 feet above ground, the Project Applicant or its successor shall install a barrier, such as a chain and stanchion barrier to be added in front of the antenna, to prevent access to the area directly in front of the antenna. As appropriate, the width of the restricted access area shall be 10 feet wide, to ensure that no	Provide required specifications on Project drawings, as applicable.	Prior to issuance of applicable permits.	Applicant / Contractor	Department of Public Works. (See City MMRP for projects in the City.)	/ /

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
access to the area is possible by leaning over the chain. The distance in front of the antenna shall be determined based on the minimum elevation angle and height of the bottom lip of the antenna above the ground. The bottom lip of the antenna shall be a minimum of 7 feet above ground level at the chain. In addition, a warning/notice sign shall be hung on each side of the enclosure. As an alternative, 2.4-meter-diameter antenna(s) shall be mounted on a platform, with a chain and warning/notice sign on the platform stairs. The bottom lip of the antenna shall be a minimum of 7 feet above ground level.					
MM M-9 (CI/Co): The Project Applicant or its successor shall restrict access to the beam of the 2.4-meter-diameter antenna(s) only to workers trained in radio frequency safety.	Provide maintenance and safety procedures for applicable antennas.	Prior to installation of applicable antenna(s).	Applicant	Department of Public Works Department of Regional Planning. (See City MMRP for projects in the City.)	___/___/___
MM M-10 (CI/Co): Prior to operation of new antennas on the Project Site, the Project Applicant's or its successor's existing Radio Frequency Radiation Safety and Health Program shall be updated and additional training given to maintenance personnel, as appropriate.	Provide maintenance and safety procedures for applicable antennas.	Prior to operation of new antenna(s).	Applicant	Department of Regional Planning. (See City MMRP for projects in the City.)	___/___/___
N.1 EMPLOYMENT					
Project Design Features					
<i>No Project Design Features are identified in the Environmental Impact Report for this environmental issue.</i>	None	N/A	N/A	N/A	N/A
Mitigation Measures					
<i>No Mitigation Measures are identified in the Environmental Impact Report for this environmental issue.</i>	None	N/A	N/A	N/A	N/A

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
N.2 HOUSING					
Project Design Features					
No Project Design Features are identified in the Environmental Impact Report for this environmental issue.	None	N/A	N/A	N/A	N/A
Mitigation Measures					
No Mitigation Measures are identified in the Environmental Impact Report for this environmental issue.	None	N/A	N/A	N/A	N/A
N.3 POPULATION					
Project Design Features					
No Project Design Features are identified in the Environmental Impact Report for this environmental issue.	None	N/A	N/A	N/A	N/A
Mitigation Measures					
No Mitigation Measures are identified in the Environmental Impact Report for this environmental issue.	None	N/A	N/A	N/A	N/A
O. CLIMATE CHANGE					
Project Design Features					
PDF O-1 (Ci/Co): Construction of new buildings shall exceed Title 24 (2005) energy requirements by 15 percent. In the event Title 24 is amended such that the energy conservation requirements exceed Title 24 (2005) by more than 15 percent, the building shall comply with the amended Title 24.	Provide required specifications on Project drawings.	Prior to issuance of building permits.	Applicant / Project Architect / Project Engineer	Department of Public Works. (See City MMRP for projects in the City.)	____ / ____ / ____
PDF O-2 (Ci): Not applicable to development in the County.	None by County.	See City MMRP.	See City MMRP.	City of Los Angeles.	Not applicable to County.
PDF O-3 (Ci/Co): The Project shall include the following energy saving and emission reducing features that would be implemented during the design and construction of each new building (other than sets/facades): • Installing energy efficient heating and cooling	Provide required specifications on Project drawings.	Prior to issuance of building permits.	Applicant / Project Architect / Project Engineer	Department of Public Works. (See City MMRP for projects in the City.)	____ / ____ / ____

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
- systems, equipment, and control systems; - Installing energy efficient appliances (e.g., Energy Star refrigerators, clothes washers, clothes dryers, dishwashers, ventilation fans, and ceiling fans); - Installing efficient lighting and lighting control systems; - Installing light-emitting diodes for private on-site traffic and street lighting; - Installing light colored 'cool' roofs; - Providing education on energy efficiency, waste diversion, recycling services to the Project Applicant's employees through new employee orientation materials and three times annually through company website, exhibits, or meetings on energy conservation; - Prohibit Heating, Ventilation, and Air-Conditioning, refrigeration, and fire suppression equipment that contains banned chlorofluorocarbons; - For mechanically or naturally ventilated spaces in the building, meet the minimum requirements of Section 121 of the California Energy Code or the applicable local code, whichever is more stringent; - Adhesives, Paints, Stains, Coatings, and Carpet shall be low volatile organic compound; and - Minimum Efficiency Reporting Value 6 or higher filters are installed on central air and heating systems.					
PDF O-4: Deleted due to selection of Alternative 10.	None	N/A	N/A	N/A	N/A
PDF O-5 (Ci/Co): The Project shall implement the following indoor and outdoor water conservation project design features: <u>Outdoor:</u> Use of native/drought tolerant plant materials (for	Provide required specifications on Project drawings.	Prior to issuance of building permits.	Applicant / Project Architect / Project Engineer	Department of Public Works. (See City MMRP for projects in the City.)	____/____/____

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
at least 25 percent of new landscaping) and use of water efficient landscaping such as proper hydro-zoning, turf minimization, and landscaping contouring (to minimize precipitation runoff) for new landscaping in areas other than production activities, entertainment attractions, sets/facades, the theme park, and visitor entries to the theme park and Universal CityWalk. Other than the exempted areas described above, areas of the Project Site within the County's jurisdiction would also comply with the County's landscaping design regulations, as applicable; • Use of available reclaimed water for landscape irrigation; • Installation of the infrastructure to deliver and use reclaimed water; • Expanded use of high efficiency irrigation systems, including weather-based irrigation controllers with rain shutoff technology or smart irrigation controllers for any area that is either landscaped or designated for future landscaping; and • Provide education on water conservation to the Project Applicant's employees through new employee orientation materials and three times annually through company website, exhibits, or meetings on energy conservation. <u>Indoor:</u> • High Efficiency Toilets: 1.28 gallons/flush or less (All Applications); • High Efficiency Urinals: 0.5 gallons/flush or less (Commercial Applications); • Restroom Faucets: 1.5 gallons/minute or less (All Applications); • Pre-rinse Spray Valve: 1.6 gallons per minute or less for commercial kitchens; • Public Restroom: self-closing faucets					

Mitigation Monitoring and Reporting Program

Project Design Feature / Mitigation Measure	Action Required	Mitigation Timing	Responsible Party	Monitoring Agency or Party	Date Completed
(Commercial Applications); - High efficiency clothes washers (water factor of 7.5 or less) (Commercial Applications); and - Cooling tower conductivity controllers or cooling tower pH conductivity controllers, as applicable.					
PDF O-6 (Ci/Co): The Project shall implement the following: - Establish a solid waste diversion target of 65 percent for non-hazardous operational waste (not including production activities and temporary uses); - During new construction, a minimum of 65 percent of non-hazardous demolition and construction debris by weight from construction of new Project buildings (not including sets/façades, production activities and temporary uses) would be recycled and/or salvaged for reuse; and - Recycling Centers: Provide readily accessible areas to serve the entire building for depositing, storage, and collection of non-hazardous materials for recycling.	- Documentation of agreement with waste hauler(s). - Include recycling requirement in Construction Management Plan. - Include in design of Project.	- Annually at time of MMRP compliance report. - Prior to issuance of building permit. - Prior to issuance of building permit.	- Applicant - Applicant / Contractor - Applicant / Contractor / Project Architect	County of Los Angeles Sanitation District; Department of Regional Planning. (See City MMRP for projects in the City.)	___ / ___ / ___
Mitigation Measures					
No Mitigation Measures are identified in the Environmental Impact Report for this environmental issue.	None	N/A	N/A	N/A	N/A

EXHIBIT G

Community Benefits

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

EXHIBIT G

COMMUNITY BENEFITS

1. In connection with the plan for the development of a proposed regional river bikeway along the Los Angeles River between the existing bikeway at Griffith Park and Studio City ("River Bikeway Plan"), Property Owner shall provide funding in the amount of \$10,000,000 to the Los Angeles County Bikeway Fund to be used by the Los Angeles County Department of Public Works for (i) environmental review pursuant to CEQA and NEPA, as required, of the River Bikeway Plan; (ii) regulatory approvals from governmental agencies having jurisdiction over the River Bikeway Plan, including, but not limited to, the Army Corps of Engineers; (iii) planning, design, and engineering for the River Bikeway Plan; and (iv) construction of a 12-foot wide Bikeway along the Los Angeles River north of the Property between Barham Boulevard and Lankershim Boulevard, including a connection at Lankershim Boulevard allowing for the Bikeway to cross under Lankershim Boulevard or at grade at Lankershim Boulevard, or other alternative connection identified during the planning and environmental review of the River Bikeway Plan.

Property Owner shall reasonably cooperate with the County Department of Public Works, the Army Corps of Engineers, and other public agencies on the development of the regional river bikeway.

The funding from Property Owner shall be provided following the earlier of (i) the issuance of the first County building permit for construction of new floor area (not including sets/facades, interior modifications, or temporary uses) within the Property following the Initial Project Approvals or (ii) the favorable resolution of litigation, if any, challenging the Initial Project Approvals. In no event shall funding commence later than January 31, 2014, and funding shall be provided in accordance with the following schedule: \$500,000 by January 31, 2014; \$2,500,000 by January 31, 2015; \$3,000,000 by January 31, 2016; and \$4,000,000 by January 31, 2017. In the event that the Bikeway along the Los Angeles River north of the Property between Barham Boulevard and Lankershim Boulevard is wider than 12 feet such that Property Owner reasonably determines that a road for use by Property Owner adjacent to the Bikeway on a portion of River Road cannot be constructed in such a manner to provide access to the Property, Property Owner shall not be obligated to fund \$4,000,000 of the \$10,000,000 described herein and in which case Property Owner shall have no further rights to use River Road.

2. In addition to the amounts set forth above, and as provided for in that certain Development Agreement dated April 5, 2013 by and between Property Owner and the City of Los Angeles (the "City Development Agreement"), Property Owner shall provide funding in the amount of \$500,000 to the Los Angeles County Bikeway Fund to be used by the Los Angeles County Department of Public Works for planning and design of the regional river bikeway between the existing bikeway at Griffith Park and Whitsett Avenue/Studio City. Such funding shall be provided pursuant to the timing set forth in the City Development Agreement.

3. In addition to the amounts set forth above, and as provided for in the City Development Agreement, Property Owner shall provide funding in the amount of \$3,000,000 to the Los Angeles County Bikeway Fund to be used by the Los Angeles County Department of Public Works for construction of a regional river bikeway along the Los Angeles River north of the Project Site between Barham Boulevard and Lankershim Boulevard. The amount shall be contributed by the Property Owner pursuant to the timing set forth in the City Development Agreement.
4. As provided for in the City Development Agreement, Property Owner shall create a 0.92 acre Trailhead Park to provide a recreation amenity to area employees, tourists and residents pursuant to the timing and development requirements set forth in the City Development Agreement.
5. Upon construction of a 12-foot wide Bikeway along the Los Angeles River north of the Property between Barham Boulevard and Lankershim Boulevard, Property Owner shall, in consultation with the Director of City Planning, dedicate an easement to the satisfaction of the County Director of Planning, providing for permanent public access from Barham Boulevard along Lakeside Plaza Drive to Trailhead Park and the Bikeway to be developed on a portion of River Road along the Los Angeles River north of the Property between Barham Boulevard and Lankershim Boulevard.
6. Property Owner shall provide funding in the amount of \$100,000 to a City of Los Angeles segregated fund for neighborhood improvements and beautification for the Island community in Studio City. The segregated fund shall be administered by the City in consultation with Council District 2. The \$100,000 shall be payable in two equal annual installments of \$50,000, with the first installment to be paid upon issuance of the first County building permit for construction of new floor area (not including sets/facades, interior modifications, or temporary uses) within the Property following the Initial Project Approvals and the favorable resolution of litigation, if any, challenging the Initial Project Approvals.
7. Property Owner shall provide funding in the amount of \$100,000 to a City of Los Angeles segregated fund for improvements and beautification of Toluca Estates Drive as determined by the Toluca Estates Drive Homeowners Association. The segregated fund shall be administered by the City in consultation with Council District 4. The \$100,000 shall be payable in two equal annual installments of \$50,000, with the first installment to be paid upon issuance of the first County building permit for construction of new floor area (not including sets/facades, interior modifications, or temporary uses) within the Property following the Initial Project Approvals and the favorable resolution of litigation, if any, challenging the Initial Project Approvals.
8. Property Owner shall provide funding in the amount of \$150,000 to the City of Burbank for neighborhood transportation improvements. The fund shall be administered by the City of Burbank. The \$150,000 will be paid in three equal annual installments of \$50,000, with the first installment to be paid upon issuance of the first County building permit for construction of new floor area (not including sets/facades, interior modifications, or temporary uses) within the Property following the Initial Project

Approvals and the favorable resolution of litigation, if any, challenging the Initial Project Approvals.

9. Prior to the issuance of the first County building permit for construction of new floor area (not including sets/facades, interior modifications, or temporary uses) within the Property following the Initial Project Approvals and the favorable resolution of litigation, if any, challenging the Initial Project Approvals, the Property Owner shall require the contractor(s) for the Project to enter into a Project Labor Agreement with the Los Angeles/Orange Counties Building and Construction Trades Council to promote efficiency of demolition and construction operations during construction of the Project and provide for the orderly settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project.
10. Within one year after the Effective Date of this Agreement and the Initial Project Approvals (and the favorable resolution of litigation, if any, challenging the Initial Project Approvals), Property Owner shall provide funding in the amount of \$200,000 toward landscaping on the Property along the fence line with the Hollywood Manor neighborhood as depicted on Attachment A. The landscaping shall be implemented by Property Owner in consultation with the Blair Drive residents whose properties are contiguous with the landscape area as shown on Attachment A.
11. Within one year after the Effective Date of this Agreement and the Initial Project Approvals (and the favorable resolution of litigation, if any, challenging the Initial Project Approvals), Property Owner shall remove the two sets identified on Attachment B and Property Owner shall install landscaping to screen the remaining sets in the area identified on Attachment B in consultation with the Blair Drive residents whose properties are contiguous with the area as shown on Attachment B.
12. The Property Owner agrees not to use the equivalency provisions in the City Zone Change Ordinance (City Ordinance No. 182321) or any successor ordinance to increase the number of hotel rooms in the City beyond the 500 hotel rooms permitted by the City Zone Change Ordinance prior to construction of 500 hotel rooms on the Property.
13. In connection with County's obligations under Section 3.8 of the Agreement, Property Owner shall pay the related permitting fees to permit landscaping by the Toluca Estates Drive Homeowners Association in the area south of Toluca Estates Drive on the County Flood Control District property.



LEGEND

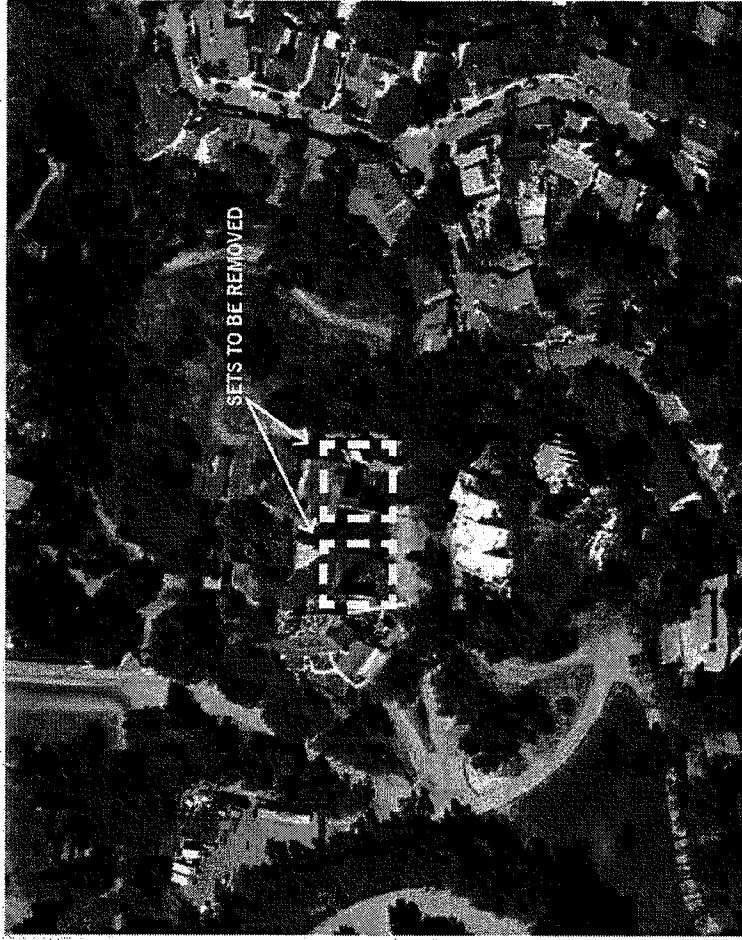
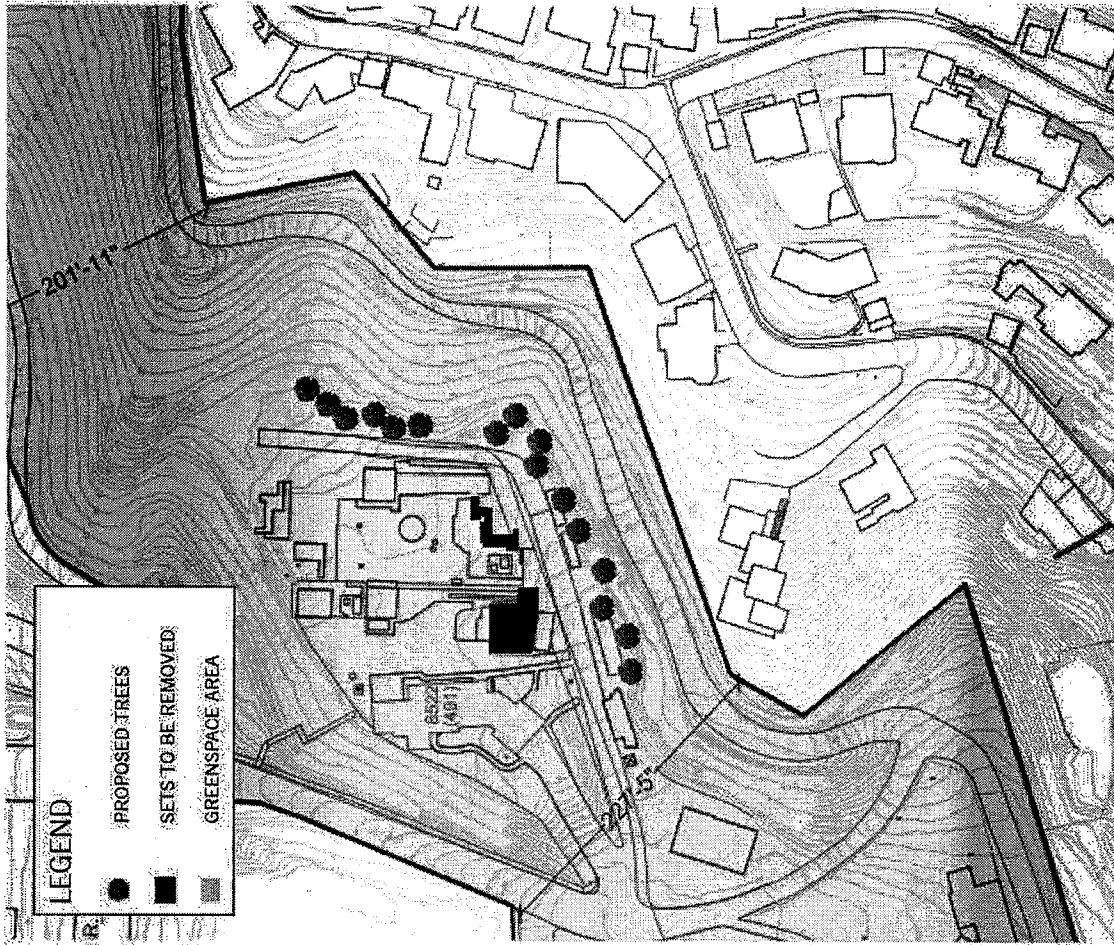
■ GREENSPACE AREA

■ LANDSCAPING ALONG FENCE



ATTACHMENT A - PROPOSED LANDSCAPING AREA ADJACENT TO BLAIR DRIVE FENCE

FEBRUARY 13, 2013

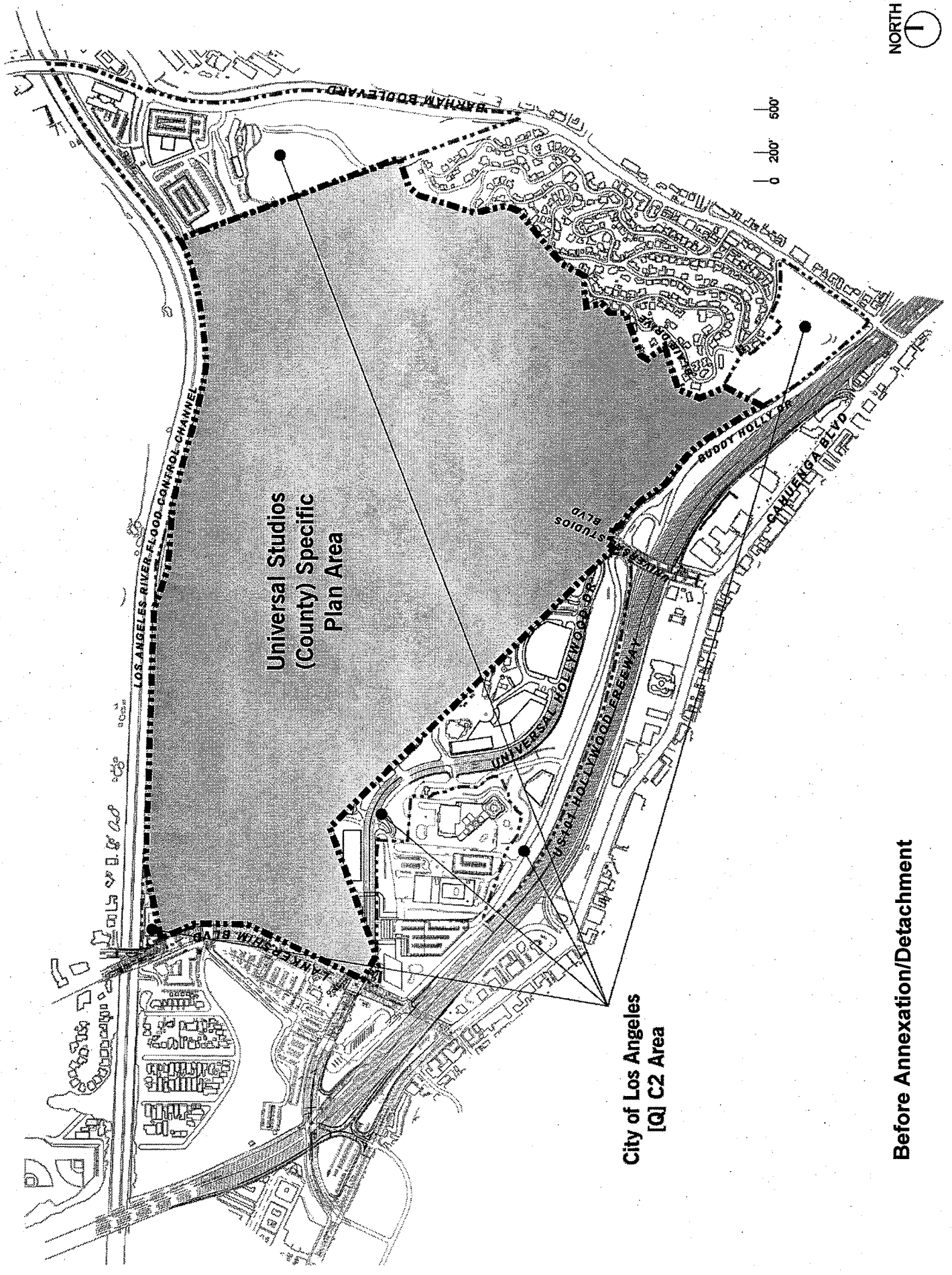


ATTACHMENT B - SETS TO BE REMOVED

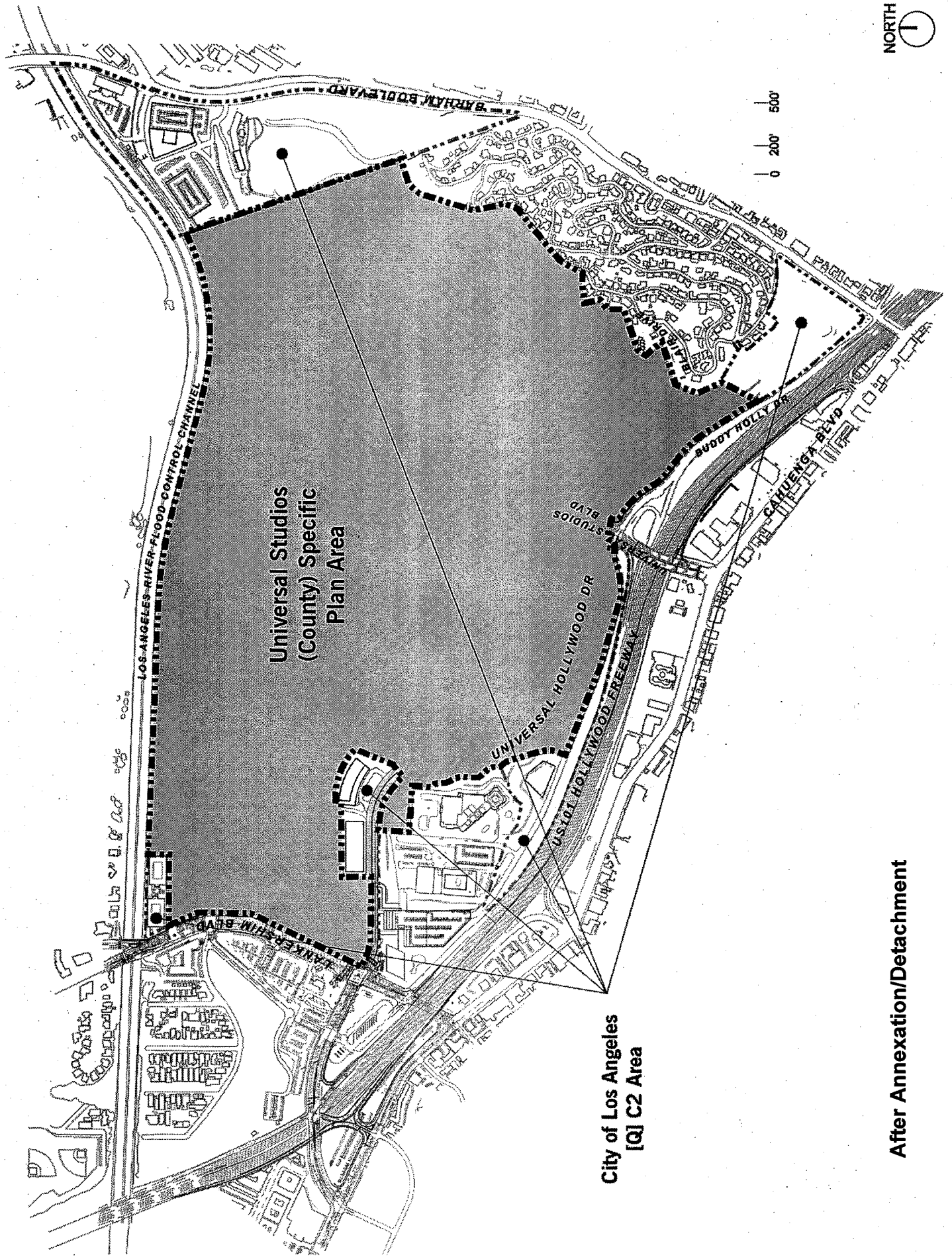
FEBRUARY 13, 2013

EXHIBIT H

Maps of Specific Plan Area/City [Q]C2 Area (Before and After Annexation)



Before Annexation/Detachment



City of Los Angeles
[Q] C2 Area

After Annexation/Detachment

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On MAY 16, 2013 before me, Mireya Rivera, Notary Public

personally appeared SUPERVISOR MARK RIDLEY-THOMAS



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature Mireya Rivera
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Development Agreement by and between the LA County And UNIVERSAL STUDIOS

Document Date: APRIL 30, 2013 Number of Pages: 93

Signer(s) Other Than Named Above: NO OTHER SIGNER

Capacity(ies) Claimed by Signer(s)

Signer's Name: SUPERVISOR MARK RIDLEY-THOMAS Signer's Name: _____

- ☒ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On MAY 16, 2013 before me, Mireya Rivera, Notary Public

personally appeared Adela Guzman

Here Insert Name and Title of the Officer

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Development Agreement And between LA County and UNIVERSAL Studios

Document Date: April 30, 2013 Number of Pages: 93

Signer(s) Other Than Named Above: NO other signer

Capacity(ies) Claimed by Signer(s)

Signer's Name: Adela Guzman

☒ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

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