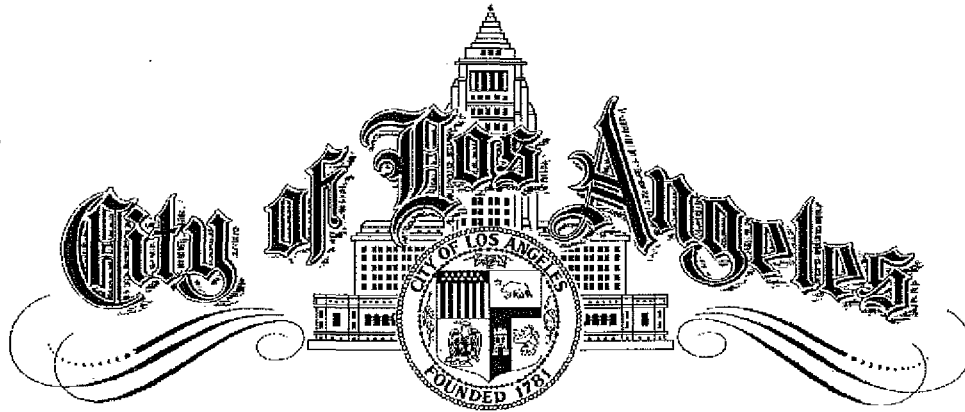


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CARMEN A. TRUTANICH
City Attorney

REPORT NO. R 1 3 - 0 0 3 5
JAN 2 2 2013

REPORT RE:

**DRAFT ORDINANCE AUTHORIZING THE ADOPTION OF
A DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF LOS ANGELES AND
UNIVERSAL STUDIOS, LLC**

The Honorable City Council
of the City of Los Angeles
Room 395, City Hall
200 North Spring Street
Los Angeles, California 90012

Council File No. 12-1657
CPC-2007-253-DA

Honorable Members:

On September 27, 2012, the City Planning Commission recommended that the City Council adopt an ordinance authorizing the execution of a development agreement between Universal Studios, LLC, a Delaware limited liability company (the Developer), and the City. On November 16, 2012, your Honorable Body took an action to modify the agreement recommended by the City Planning Commission to the version of the agreement attached to this report (Development Agreement) and took an action requesting that our Office prepare and present the necessary ordinance.

As requested, this Office has prepared and now transmits for your consideration the enclosed draft ordinance, approved as to form and legality, and the Development Agreement in a form we can also approve.

Background

The Development Agreement will vest development rights related to the proposed NBC Universal Evolution Plan (the Project). The Project provides for the development of approximately 2.68 million square feet of net new studio, studio office, office, entertainment, entertainment retail and hotel uses over an approximately 391-acre site, with approximately 95 acres located in the City of Los Angeles and 296 acres in the unincorporated area of Los Angeles County.

As part of the Project, the City is also being asked to adopt the NBC Universal Signage Supplemental Use District (Sign District). The Development Agreement contains a voluntary restriction on the types of on-site signs that would otherwise be allowed on the Project site under the Sign District. Because of the voluntary restriction, the Sign District will not take effect unless and until the Development Agreement is executed.

The Development Agreement provides that, for the term of the agreement, neither the Project nor the Sign District will be subject to future changes in the Los Angeles Municipal Code that might otherwise affect them and specifically permits the Developer to construct the project as authorized by the City Council.

Your Honorable Body and the PLUM Committee acted to reduce the term of the agreement to eighteen (18) years and to augment the public benefits approved by the City Planning Commission by including additional monetary contributions to local projects and organizations. Your Honorable Body also directed the Office of the City Administrative Officer to procure, at the Developer's expense, a third-party analysis for the City to determine how the proposed jurisdictional boundary changes contemplated by the Project would impact City costs and revenues.

The Development Agreement has been further modified since those actions in order to clarify the timing and implementation of some of the public benefits and to conform the form of the agreement to that of more recent City development agreements. The Development Agreement also now includes a process for review and determination of any net fiscal loss that may result from the proposed jurisdictional boundary changes contemplated by the Project and an agreement that the Developer will only move forward with the proposed jurisdictional boundary changes should analysis show that such changes would be revenue neutral to the City. Language has also been added to confirm that the Developer will not develop or transfer the Project Maximum Permitted Floor Area by Land Use Category as set forth in the Zone Change Ordinance within the County portions of the Project area.

In total, the Developer has agreed to provide the following public benefits under the Development Agreement:

- **Trailhead Park:** Property Owner will create a 0.92 acre Trailhead Park.
- **Community Design Funding:** Property Owner will provide funding in an amount not to exceed \$180,000.00 to the Department of Planning for a full-time City Planning Associate for a period of one-year to assist the Department of Planning in the preparation of Community Design Overlay Districts for Toluca Lake, Campo de Cahuenga, and Lankershim.
- **Bicycle Trust Fund Contribution:** Property Owner will provide funding in the amount of \$375,000.00 to the City's Bicycle Plan Trust Fund for the implementation of bicycle lanes on roadways in the Project vicinity.
- **River Bikeway Contributions:** Property Owner will provide funding in a total amount of \$3.5 million to the Los Angeles County Department of Public Works to be used by the County Flood Control District for planning, design and construction of the regional river bikeway between the existing bikeway at Griffith Park and Whitsett Avenue/Studio City.
- **Project Labor Agreement:** Property Owner will 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
- **Living Wage for Hotel:** In the event the development of the hotel proposed in the Zone Change Ordinance receives a public subsidy, employees of the hotel will be paid a living wage consistent with the City's Living Wage Ordinance.
- **Community Liaison Hotline:** Property Owner will establish a Community Liaison telephone hotline in connection with the Project's construction and operation
- **Hollywood Knolls/Toluca Lake/Cahuenga Pass Neighborhood Protection:** Property Owner will provide funding in the amount of \$200,000.00 for neighborhood protection for Hollywood Knolls, Toluca Lake, and Cahuenga Pass.
- **Campo de Cahuenga Contribution:** Property Owner will provide funding in the amount of \$50,000.00 to the non-profit Campo de Cahuenga Historical Memorial Association for the expansion and maintenance of the Campo de Cahuenga.

- **Los Angeles Zoo Contribution:** Property Owner will provide funding in the amount of \$50,000.00 for the support of the Los Angeles Zoo to the Greater Los Angeles Zoo Association.
- **Travel Town Contribution:** Property Owner will provide funding in the amount of \$50,000.00 for Travel Town in Griffith Park to the non-profit Travel Town Museum Foundation.
- **Outpost Community Neighborhood Protection and Cahuenga Boulevard Beautification:** Property Owner will provide funding in the amount of \$50,000.00 for neighborhood protection for the Outpost community, and \$200,000.00 for neighborhood improvements and beautification for Cahuenga Boulevard.
- **North Hollywood and Studio City Neighborhood Protection and Beautification:** Property Owner will provide funding in the amount of \$100,000.00 for implementation for neighborhood protection for North Hollywood and Studio City, and \$200,000.00 for neighborhood improvements and beautification for Studio City and North Hollywood.
- **On-Site Sign Restrictions:** Property Owner will limit the On-Site Sign designation for the Project site.

The Development Agreement also includes obligations and commitments with respect to the annexation of certain City and County properties. The Project as proposed would require the annexation of certain City properties to the County and certain County properties to the City. Under the Development Agreement, both parties agree to work towards these annexations and agree that the Development Agreement will be effective as to any of the County property annexed to the City upon their annexation, so long as the annexation is completed within three (3) years from the date project approvals for both the City and County portions of the Project are final.

City Planning Commission Action

On September 27, 2012, the City Planning Commission recommended that the City Council approve a development agreement by and between the City and Universal Studios, LLC. It adopted the required Charter and Government Code findings prepared by the Department of City Planning that are contained in the Planning Department staff report to the City Planning Commission, at pages F-1 through F-2.

Findings

Pursuant to Charter Section 559, on January 22, 2013, the Director of Planning, on behalf of the Planning Commission, approved the draft ordinance and the current version Development Agreement, and recommended that the City Council adopt it. Should the City Council adopt this ordinance, it may comply with the provisions of Charter Section 558 and the Government Code by adopting the findings adopted by City Planning Commission or by making its own findings.

California Environmental Quality Act (CEQA)

If the City Council wishes to adopt the ordinance and Development Agreement, it must first comply with CEQA. The Environmental Impact Report (EIR) for the project was previously certified by the City Council on November 14, 2012, and a Notice of Determination pertaining to such action was filed with the Los Angeles County Clerk on November 16, 2012. Therefore, the City Council may comply with CEQA by taking the following action prior to, or concurrent with, any action to adopt the ordinance and Development Agreement:

Find under the California Public Resources Code Section 21166 and the State's Environmental Quality Act (CEQA) Guidelines Section 15162, on the basis of substantial evidence contained in the whole record, that since certification of EIR No. ENV-2007-254-EIR (SCH 2007071036), on November 14, 2012, there have been no changes to the Project, changes with respect to the circumstances under which the Project is being undertaken, or new information of substantial importance concerning the Project, which cause new significant environmental effects or a substantial increase in the severity of previously identified significant effects, and therefore no additional environmental review is required for the Project.

Council Rule 38 Referral

Pursuant to Council Rule 38, copies of the draft ordinance and the Development Agreement were sent to the Department of Building and Safety and Department of Transportation, and they were requested to provide any comments they have directly to your Honorable Body or your Committees at the time this matter is considered.

Government Code Requirements for Notice and Hearing

Before action may be taken on either the draft ordinance or the Development Agreement, the City must comply with the provisions of Government Code Sections 65867, 65090 and 65091. Those Sections require, among other things, notice and a public hearing. In addition, the City's development agreement procedures state that the City Council shall not take any action on any development agreement prior to the

expiration of a 24-day notice. In this instance, however, the City Council previously acted to waive the notice requirements found in the City's development agreement procedures with respect to this Development Agreement.

Recommended Actions

If the City Council wishes to approve the proposed Development Agreement as recommended by the City Planning Commission, it must:


(1) Find under the California Public Resources Code Section 21166 and the State's Environmental Quality Act (CEQA) Guidelines Section 15162, on the basis of substantial evidence contained in the whole record, that since certification of EIR No. ENV-2007-254-EIR (SCH 2007071036), on November 14, 2012, there have been no changes to the Project, changes with respect to the circumstances under which the Project is being undertaken, or new information of substantial importance concerning the Project, which cause new significant environmental effects or a substantial increase in the severity of previously identified significant effects, and therefore no additional environmental review is required for the Project; and

(2) Adopt the enclosed draft ordinance authorizing the execution of the Development Agreement.

If you have any questions regarding this matter, please contact Deputy City Attorney Laura Cadogan Hurd at (213) 978-8177. She or another member of this Office will be present when you consider this matter to answer any questions you may have.

Very truly yours,

CARMEN A. TRUTANICH, City Attorney

By 

PEDRO B. ECHEVERRIA
Chief Assistant City Attorney

PBE/LCH:mrc
Transmittal

ORDINANCE NO. _____

An ordinance authorizing the execution of a development agreement by and between the City of Los Angeles and Universal Studios, LLC, a Delaware limited liability company, relating to real property in the Sherman Oaks-Studio City-Toluca Lake-Cahuenga Pass Community Plan area and located at 100 Universal City Plaza, Studio City, California 91608.

WHEREAS, the City Planning Commission on September 27, 2012, approved and recommended that the City Council approve a development agreement by and between the City of Los Angeles and Universal Studios, LLC, a Delaware limited liability company; and

WHEREAS, on November 16, 2012, the City Council modified the development agreement recommended by City Planning Commission and recommended that City Council approve a revised version of the development agreement, which is attached to Council File No. 12-1657, by and between the City of Los Angeles and Universal Studios, LLC, a Delaware limited liability company (Development Agreement), which Development Agreement is hereby incorporated by reference and which is hereby incorporated into the provisions of this ordinance; and

WHEREAS, after due notice, the City Planning Commission and the City Council did conduct public hearings on this matter; and

WHEREAS, pursuant to California Government Code Section 65864, *et seq.*, the City Planning Commission has transmitted to City Council its findings and recommendations; and

WHEREAS, the Development Agreement is in the public interest and is consistent with the City's General Plan and the Sherman Oaks-Studio City-Toluca Lake-Cahuenga Pass Community Plan; and

WHEREAS, The City Council has reviewed and considered the Development Agreement and the findings and recommendations of the City Planning Commission.

NOW, THEREFORE,

**THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:**

Section 1. The City Council finds, with respect to the Development Agreement, that:

(a) It is consistent with the City's General Plan, policies and programs specified in the Sherman Oaks-Studio City-Toluca Lake-Cahuenga Pass Community Plan and is

compatible with the uses authorized in, and the regulations prescribed for, the zone in which the real property is located;

(b) The intensity, building height and use set forth in the Development Agreement are permitted by, or are consistent with, the Sherman Oaks-Studio City-Toluca Lake-Cahuenga Pass Community Plan;

(c) It will not be detrimental to the public health, safety and general welfare since it encourages the construction of a project that is desirable and beneficial to the public. Furthermore, the Development Agreement specifically permits application to the project of rules and regulations under the Los Angeles Municipal Code Section 91.101.1 to 98.0605 relating to public health and safety;

(d) It complies with all applicable City and State regulations governing development agreements; and

(e) It is necessary to strengthen the public planning process and to reduce the public and private costs of development uncertainty.

Sec. 2. The City Council hereby approves the Development Agreement and authorizes and directs the Mayor to execute the Development Agreement in the name of the City of Los Angeles.

Sec. 3. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

I hereby certify that this ordinance was passed by the Council of the City of Los Angeles, at its meeting of _____.

JUNE LAGMAY, City Clerk

By _____ Deputy

Approved _____

Mayor

Approved as to Form and Legality

CARMEN A. TRUTANICH, City Attorney

By *Laura Cadogan Hurd*
LAURA CADOGAN HURD
Deputy City Attorney

Pursuant to Charter Section 559, I approve this ordinance on behalf of the City Planning Commission and recommend that it be adopted

January 22, 2013

Michael LoGrande FOR MLO
Michael LoGrande
Director of Planning

Date 1-22-13

File No. CF No. 12-1657

DEVELOPMENT AGREEMENT

by and between

THE CITY OF LOS ANGELES

and

UNIVERSAL STUDIOS LLC

dated as of

DEVELOPMENT AGREEMENT

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DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is executed this _____ day of _____, 2013, by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), and UNIVERSAL STUDIOS LLC, a Delaware Limited Liability Company ("Universal" or the "Property Owner"), pursuant to California Government Code Section 65864 et seq., and the implementing procedures of the City, with respect to the following:

RECITALS

WHEREAS, the City and Universal recognize that the further development within Universal City will contribute significantly to the economy of the City of Los Angeles, the Southern California region and California generally; and

WHEREAS, Universal wishes to obtain reasonable assurances that the Project may be developed in accordance with the NBC Universal Evolution Plan and the terms of this Agreement; and

WHEREAS, Universal will implement public benefits above and beyond the necessary mitigation for the project, including new jobs and the enhancement of the critical studio production, entertainment and tourism industries in Southern California; and

WHEREAS, this Agreement is necessary to assure the Property Owner that the Project will not be reduced in density, intensity or use or be subjected to new rules, regulations, ordinances or policies unless otherwise allowed by this Agreement; and

WHEREAS, expansion and further development within Universal City will provide the opportunities for continued growth in the studio production, entertainment and tourism industries which will further enhance the region's leadership in such industries and will provide new general fund revenues to offset incremental City costs associated with such growth; and

WHEREAS, expansion and further development within Universal City will provide new revenues and area-wide benefits for the City as well as provide basic City infrastructure to support the expanding studio production, entertainment and tourism industry in Southern California; and

WHEREAS, the City and Universal have anticipated and planned for the annexation of certain property owned by Universal to the City and detachment of certain property owned by Universal from the City; and

WHEREAS, the implementation of the Zone Change Ordinance and related actions will allow further development of Universal City consistent with the Project objectives and goals;

AGREEMENT

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Act, as it applies to the City, and in consideration of the premises and mutual promises and

covenants herein contained and other valuable consideration the receipt and adequacy of which the Parties hereby acknowledge, the Parties agree as follows:

1. DEFINITIONS.

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

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 which is proposed to be annexed to the City from the County and included in the Property, as described in Exhibit B and shown in Exhibit C.

1.4. **“Applicable Rules”** means the rules, regulations, ordinances and officially adopted policies of the City in force as of the Effective Date of this Agreement which are generally applicable to all or some properties within the City. Notwithstanding the language of this Section or any other language in this Agreement, 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.

1.5. **“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.).

1.6. **“City”** means the City of Los Angeles, a charter city and municipal corporation.

1.7. **“City Agency”** means each and every agency, department, board, commission, authority, employee, and/or official acting under the authority of the City, including without limitation the City Council and the Planning Commission.

1.8. **“City Council”** means the City Council of the City and the legislative body of the City pursuant to Section 65867 of the California Government Code (Development Agreement Act).

1.9. **“County”** means the County of Los Angeles, a body corporate and a political subdivision of the State of California.

1.10. **“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.

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

1.12. “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.

1.13. “Discretionary Action” means an action which requires the exercise of judgment, deliberation or a decision on the part of the City and/or any City Agency, including any board, commission or department or any officer or employee thereof, in the process of approving or disapproving a particular activity, as distinguished from an activity which merely requires the City and/or any City Agency, including any board, commission or department or any officer or employee thereof, to determine whether there has been compliance with statutes, ordinances or regulations.

1.14. “Effective Date” is the date on which this Agreement is attested by the City Clerk of the City of Los Angeles after execution by Property Owner and the Mayor of the City.

1.15. “Evolution Plan” means the master plan for the 391-acre City and County portions of the Property Owner’s property, as shown on Exhibit J, which includes 1.45 million square feet of net new studio and office uses, 327,000 square feet of net new entertainment uses and two 500-room hotels.

1.16. “Fees” means Impact Fees, Processing Fees and any other fees or charges imposed or collected by the City.

1.17. “FEIR” means the Final Environmental Impact Report for the Project, State Clearinghouse No. 2007071036 certified by the City in accordance with the requirements of CEQA.

1.18. “General Plan” means the General Plan of the City.

1.19. “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 by the City pursuant to rules, regulations, ordinances and policies of the City. Impact Fees do not include (i) Processing Fees or (ii) other City-wide fees or charges of general applicability, provided that such City-wide fees or charges are not imposed on impacts of new development.

1.20. “LAFCO” means the Los Angeles County Local Agency Formation Commission.

1.21. “Ministerial Permits and Approvals” means the permits, approvals, plans, inspections, certificates, documents, licenses, and all other actions required to be taken by the City in order for Property Owner to implement, develop and construct the Project and the Mitigation Measures, including without limitation, building permits, foundation permits, public works permits, grading permits, stockpile permits, encroachment permits, and other similar permits and approvals which are required by the Los Angeles Municipal Code and project plans

and other actions required by the Project Approvals to implement the Project and the Mitigation Measures. Ministerial Permits and Approvals shall not include any Discretionary Actions.

1.22. "Mitigation Measures" means the mitigation measures described in the FEIR and in the Mitigation Monitoring and Reporting Program for the Project which is attached hereto as Exhibit F, Mitigation Monitoring and Reporting Program.

1.23. "Party" means any one of Property Owner or the City. "Parties" means collectively, Property Owner and the City.

1.24. "Planning Commission" means the City Planning Commission and the planning agency of the City pursuant to Section 65867 of the California Government Code (Development Agreement Act).

1.25. "Planning Director" means the Planning Director for the City.

1.26. "Premises" means all properties within the combined boundaries of the City and County portions of the Property Owner's property as shown on Exhibit J.

1.27. "Processing Fees" means all processing fees and charges required by the City or any City Agency 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 which are necessary to accomplish the intent and purpose of this Agreement. Expressly exempted from Processing Fees are all Impact Fees which may be imposed by the City on development projects pursuant to laws enacted after the Effective Date of this Agreement, except as specifically provided for in this Agreement. The amount of the Processing Fees to be applied in connection with the development of the project shall be the amount which is in effect on a City-wide basis at the time an application for the City action is made.

1.28. "Project" means development within the City on the Property as described in the Zone Change Ordinance and Universal City Sign District Ordinance, including, but not limited to, construction of hotel, studio office, studio-related uses, entertainment facilities, parking facilities, open space and related amenities, and any community facilities districts established for the construction, implementation and maintenance of the Project, as described in the Project Approvals.

1.29. "Project Approvals" means those Discretionary Actions authorizing the Project which have been approved by the City on or before the Effective Date and not rescinded or superseded by City action taken on or before the Effective Date. Project Approvals include, but are not limited to: (1) the certification of the FEIR and adoption of the CEQA Findings and Mitigation Monitoring and Reporting Program; (2) adoption of a General Plan map amendment to change the land use designation of the Property to Regional Commercial; (3) adoption of the Zone Change Ordinance; (4) adoption of the Universal City Sign District Ordinance; and approval of this Agreement.

1.30. **“Property”** means the real property owned by Property Owner within the area covered by the Zone Change Ordinance and located within the areas of the City, including those areas proposed to be annexed into the City, all as described in Exhibit A.

1.31. **“Property Owner”** means Universal Studios LLC, a Delaware Limited Liability Company or successors and assignees as described in Section 7.9.

1.32. **“Reserved Powers”** means the rights and authority excepted from this Agreement’s restrictions on the City’s police powers and which are instead reserved to the City. The Reserved Powers include the powers to enact regulations or take future Discretionary Actions after the Effective Date of this Agreement that may be in conflict with the Applicable Rules and Project Approvals, but: (1) are necessary to protect the public health and safety, and are generally applicable on a City-wide basis (except in the event of natural disasters as found by the City Council such as floods, earthquakes and similar acts of God); (2) are amendments to Uniform Codes regarding the construction, engineering and design standards for private and public improvements to be constructed on the Property; or (3) are necessary to comply with state or federal laws and regulations (whether enacted previous or subsequent to the Effective Date of this Agreement) as provided in Section 4.2.3.3.

1.33. **“Term”** means the period of time for which this Agreement shall be effective in accordance with Section 7.2 hereof.

1.34. **“Uniform Codes”** means those building, electrical, mechanical, plumbing, fire and other similar regulations of a City-wide scope which are based on recommendations of a multi-state professional organization and become applicable throughout the City, 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 which reflect local modification to implement the published recommendations of the multi-state organization and which are applicable City-wide).

1.35. **“Universal City Sign District Ordinance”** means the Supplemental Use District for signage regulation established for the Property as approved by the City (Ordinance No. ____.)

1.36. **“Zone Change Ordinance”** means the ordinance approved by the City zoning the Property as [Q]C2-1-SN (Ordinance No. 182321) which is attached hereto as Exhibit G, Zone Change Ordinance.

2. **RECITALS OF PREMISES, PURPOSE AND INTENT.**

2.1. **State Enabling Statute.** To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted the Development Agreement Act which authorizes any city to enter into binding development agreements establishing certain development rights in real property with persons having legal or equitable interests in such property. Section 65864 of the Development Agreement Act expressly provides as follows:

“The Legislature finds and declares that:

“(a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and a commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

(b) Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic cost of development.”

Notwithstanding the foregoing, to ensure that the City remains responsive and accountable to its residents while pursuing the benefits of development agreements contemplated by the Legislature, the City: (1) accepts restraints on its police powers contained in development agreements 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 which go beyond those obtained by traditional City controls and conditions imposed on development project applications.

2.2. City Procedures and Actions.

2.2.1. City Planning Commission Action. The City Planning Commission held a duly noticed public hearing on September 27, 2012, and recommended approval of this Agreement.

2.2.2. City Council Action. The City Council on _____, 2013, after conducting a duly-noticed public hearing, adopted Ordinance No. _____, to become effective on the thirty-first day after publication, or on the forty-first day after posting, approving this Agreement, and found that its provisions are consistent with the City’s General Plan, the Sherman Oaks-Studio City-Toluca Lake-Cahuenga Pass Community Plan, and the Municipal Code, and authorized the execution of this Agreement.

2.3. Purpose of this Agreement.

2.3.1. Public Benefits. This Agreement provides assurances that the public benefits identified below in Section 4.1.3 (“Public Benefits”) will be achieved and developed in accordance with the Applicable Rules and Project Approvals and with the terms of this Agreement and subject to the City’s Reserved Powers. The Project will provide local and regional Public Benefits to the City, including without limitation those public benefits listed in Section 4.1.3 below.

2.3.2. Property Owner Objectives. In accordance with the legislative findings set forth in the Development Agreement Act, and with full recognition of the City's policy of judicious restraints on its police powers, the Property Owner wishes to obtain reasonable assurances that the Project may be developed in accordance with the Applicable Rules and Project Approvals and with the terms of this Agreement and subject to the City's Reserved Powers. To the extent of Project development, and as provided by Section 4.1.1, Property Owner anticipates making capital expenditures or causing capital expenditures to be made in reliance upon this Agreement. In the absence of this Agreement, Property Owner would have no assurance that it can complete the Project for the uses and to the density and intensity of development set forth in this Agreement and the Project Approvals. This Agreement, therefore, is necessary to assure Property Owner that the Project will not be (1) reduced or otherwise modified in density, intensity or use from what is set forth in the Project Approvals, (2) subjected to new rules, regulations, ordinances or official policies or plans which are not adopted or approved pursuant to the City's Reserved Powers.

2.3.3. Mutual Objectives. 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, Zone Change Ordinance, and Universal City Sign District Ordinance. 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 City at the least economic cost to its citizens and otherwise achieve the goals and purposes for which the Development Agreement Act was enacted. The Parties believe that such orderly development of the Project will provide Public Benefits, as described in Section 4.1.3, to the City through the imposition of development standards and requirements under the provisions and conditions of this Agreement, including without limitation: increased tax revenues, installation of on-site and off-site improvements, and creation and retention of jobs. Additionally, although development of the Project in accordance with this Agreement will restrain the City's land use or other relevant police powers, this Agreement provides the City with sufficient reserved powers during the term hereof to remain responsible and accountable to its residents. In exchange for these and other benefits to City, the Property Owner will receive assurance that the Project may be developed during the term of this Agreement in accordance with the Applicable Rules, Project Approvals and Reserved Powers, subject to the terms and conditions of this Agreement.

2.4. Applicability of the Agreement. This Agreement does not: (1) grant density or intensity in excess of that otherwise established in the Project Approvals; (2) eliminate future Discretionary Actions relating to the Project if applications requiring such Discretionary Action are initiated and submitted by the owner of the Property after the Effective Date of this Agreement; (3) guarantee that Property Owner will receive any profits from the Project; or (4) amend the City's General Plan. This Agreement has a fixed Term. Furthermore, in any subsequent actions applicable to the Property, the City may apply such new rules, regulations and official policies as are contained in its Reserved Powers.

3. PRE-ANNEXATION OBLIGATIONS AND COMMITMENTS.

3.1. Annexation and Detachment. After the Effective Date, the City 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 City 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 City.

3.2. Effectiveness of Agreement as to Annexation Property. The provisions of this Agreement shall not become operative for the Annexation Property unless LAFCO proceedings annexing the Annexation Property to the City are completed within three (3) years following the date upon which the Project Approvals and all entitlements required for the development of the County portions of Universal City pursuant to the Evolution Plan are final and all litigation with respect thereto and this Agreement has been finally resolved and no longer subject to appeal or further judicial review. If the Annexation of the Annexation 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 Annexation 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 City's jurisdictional boundaries as of the Effective Date.

3.3. Revenue Neutrality Agreement. On November 5, 2012, the City of Los Angeles Boundary Adjustment Board ("Board") directed the Office of the City Administrative Officer ("CAO") to procure, at the Property Owner's expense, a third-party analysis for the City to determine how the proposed jurisdictional boundary changes would impact City costs and revenues. Concurrently, the Board recommended that this Agreement include provisions requiring that the proposed jurisdictional boundary changes be, at a minimum, revenue neutral to the City. The City Council subsequently adopted a Motion on November 14, 2012 that requested the City Attorney to prepare this Agreement, including recommendations by the Board. To effectuate the directions of the Board and Council, the following provisions are included herein and agreed to by the Property Owner and City:

- (1) Within 90 days following the Effective Date of this Agreement, the City shall enter into a contract to obtain, at the Property Owner's expense, a third-party Fiscal Analysis Report ("FA Report") to project the Net Fiscal Surplus/Loss to the City from the development of the Evolution Plan, starting in the year following the opening of the first major new theme park attraction at Universal Studios Hollywood built pursuant to the Evolution Plan. The Property Owner shall provide sufficient details regarding its planned attraction to allow the third party analyst to accurately assess the potential financial impact to the City. The FA Report shall include an analysis of the reports of HR&A Advisors, Inc. previously submitted by the Property Owner to the City, an analysis of how the proposed jurisdictional boundary changes will impact City Department expenses and City revenues, an assessment of the immediate and long-term fiscal and economic impacts of the Evolution Plan, including but not limited to the direct and indirect impacts of the Evolution Plan on City revenues, of the "ripple effect" of the Evolution Plan on City revenues such as Sales, Transient Occupancy, Parking, and Gross Receipts Tax revenues due to any expected increases in tourism, Evolution Plan work currently underway, and other financial impacts of the Evolution Plan that may affect the City. The FA Report and

the CAO's review of its findings shall be completed as expeditiously as is practicable. The FA Report will be the basis for determining the Net Fiscal Surplus/Loss to the City resulting from the effect of the above factors and will establish the methodology to be followed in such subsequent reports as may be required to be completed, as set forth below.

- (2) If the FA Report determines that a Net Fiscal Loss to the City will result in the first year after the proposed jurisdictional boundary changes occur, the City shall procure, and the Property Owner shall pay each year for, an annual review of the FA Report ("FA Annual Review") from a qualified third party, provided that the Property Owner still desires to seek jurisdictional boundary changes. The purpose of each FA Annual Review will be to update the FA Report and thereby determine whether or not the Evolution Plan will achieve revenue neutrality for the City in the subsequent year. The FA Annual Review shall determine the Evolution Plan's Net Fiscal Deficit or Net Fiscal Surplus with respect to the City based on the methodology and assumptions contained in the FA Report. At such time as the FA Report or a FA Annual Review finds that the annexations/detachments will be revenue neutral or positive to the City and the City accepts such findings, no further FA Annual Review shall be required.
- (3) The Property Owner and its successors and assignees agree that any Annexation or Detachment related to the Project shall not be finalized by the City until the earlier of: (1) the FA Report or a FA Annual Review finding that the annexations/detachments will be revenue neutral or positive to the City and the City accepts such findings; (2) revenue neutrality is established through the LAFCO process, including but not limited to a tax sharing agreement with the County of Los Angeles, or (3) the City determines that it is in its interest to finalize the annexations/detachments. The City's decision to move forward with annexation/detachment shall be made formally, including but not limited to the Board reporting and making recommendations to the City Council and Mayor, and the City Council and Mayor authorizing the City to move forward with the LAFCO process.
- (4) Subject to Section 4.1.2, Property Owner agrees that it shall not develop or transfer any of the Project Maximum Permitted Floor Area by Land Use Category, as set forth in Table No. 1-A and Table No. 1-B of the Zone Change Ordinance (attached as Exhibit G), within the County portions of the Premises.
- (5) The Property Owner agrees to the foregoing terms and provisions of this Section and may assign the obligations contained in this Section to such successors or assigns of the Project who own land subject to annexation and/or detachment, who assume the Property Owner's obligations under this Agreement, and who shall thereafter be bound by the terms of this Section, in accordance with Section 7.9 of this Agreement.

4. AGREEMENT AND ASSURANCES.

4.1. Agreement and Assurance on the Part of Property Owner. In consideration for the City entering into this Agreement, and as an inducement for the City to obligate itself to carry out the covenants and conditions set forth in this Agreement, and in order to effectuate the

premises, purposes and intentions set forth in Section 2 of this Agreement, Property Owner hereby agrees as follows:

4.1.1. 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 any development of the Project 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.

4.1.2. 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 which 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 City to hereby acknowledge and provide for the right of Property Owner to develop the Project 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 City acknowledges that such a right is consistent with the intent, purpose and understanding of the Parties to this Agreement; provided, however, that this Section 4.1.2 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 Zone Change Ordinance.

4.1.3. Additional Obligations of Property Owner as Consideration for this Agreement. In addition to the obligations identified in Section 4.1.1, Property Owner shall perform the Public Benefits or cause the Public Benefits to be performed as described below:

1. Property Owner shall create a 0.92 acre Trailhead Park to provide a recreation amenity to area employees, tourists and residents. Prior to the issuance of a final Certificate of Occupancy for the Property pursuant to the Project Approvals (and not including any remodel of the former Technicolor buildings at the northwest corner of the Property), the Property Owner or its successor shall provide a plan for the Trailhead Park in substantial conformance with the Trailhead Park Conceptual Design dated October 2012, attached hereto as Exhibit H, to the satisfaction of the Planning Director, in consultation with Planning's Urban Design Studio.
2. Property Owner shall provide funding in an amount not to exceed \$180,000 to the Department of Planning for a full-time City Planning Associate for a period of one-year to assist the Department of Planning in the preparation of Community Design Overlay Districts for Toluca Lake, Campo de Cahuenga, and Lankershim. Such funding shall be provided upon issuance of the first City building permit for construction of new floor area (not including sets/facades, interior modifications, or temporary uses) within the Property or upon issuance of the first County building

permit for construction of new floor area (not including sets/facades, interior modifications, or temporary uses) pursuant to the necessary County entitlements for the Evolution Plan.

3. Property Owner shall provide funding in the amount of \$375,000 to the City's Bicycle Plan Trust Fund for the implementation of bicycle lanes on roadways in the Project vicinity. Such funding shall be provided upon the issuance of the first building permit for construction of new floor area within the Property (not including sets/facades, interior modifications, temporary uses, or any remodel of the former Technicolor buildings at the northwest corner of the Property).
4. Property Owner shall provide funding in the amount of \$500,000 to the Los Angeles 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 within ninety (90) days of the Effective Date of this Development Agreement.
5. Prior to the issuance of the first City building permit for construction of new floor area (not including sets/facades, interior modifications, or temporary uses) within the Property or upon issuance of the first County building permit for construction of new floor area (not including sets/facades, interior modifications, or temporary uses) pursuant to the necessary County entitlements for the Evolution Plan, 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.
6. In the event the development of the hotel permitted by the Zone Change Ordinance receives a public subsidy, employees of the hotel shall be paid a living wage consistent with the City's Living Wage Ordinance, codified in Division 10, Article 11 of the Los Angeles Administrative Code.
7. On or before the Effective Date of this Agreement, Property Owner shall establish a Community Liaison telephone hotline in connection with the Project's construction and operation.
8. Property Owner shall provide funding in the amount of \$3,000,000.00 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 within 90 days following receipt of notification by the Planning Director of the completion of the design and approval by the City and County of Los Angeles of a regional river bikeway plan along the Los Angeles River, including a connection across Lankershim Boulevard, between the existing bikeways at Griffith Park and at Whitsett Avenue/Studio City, including any required compliance with CEQA and NEPA, but in no event shall such contribution be required prior to June 30, 2016.

9. Property Owner shall provide additional funding in the amount of \$200,000 to a City segregated fund for neighborhood transportation improvements for Hollywood Knolls, Toluca Lake, and Cahuenga Pass. The segregated fund shall be administered by the City in consultation with Council District 4. The \$200,000 shall be paid in 4 equal annual installments of \$50,000 with the first installment to be paid upon the issuance of the first City building permit for construction of new floor area (not including sets/facades, interior modifications, or temporary uses) within the Property or upon issuance of the first County building permit for construction of new floor area (not including sets/facades, interior modifications, or temporary uses) pursuant to the necessary County entitlements for the Evolution Plan.
10. Property Owner shall provide funding in the amount of \$50,000 to the non-profit Campo de Cahuenga Historical Memorial Association for the expansion and maintenance of the Campo de Cahuenga. Such funding shall be provided upon issuance of the first City building permit for construction of new floor area (not including sets/facades, interior modifications, or temporary uses) within the Property or upon issuance of the first County building permit for construction of new floor area (not including sets/facades, interior modifications, or temporary uses) pursuant to the necessary County entitlements for the Evolution Plan.
11. Property Owner shall provide funding in the amount of \$50,000 for the support of the Los Angeles Zoo to the Greater Los Angeles Zoo Association. Such funding shall be provided upon issuance of the first City building permit for construction of new floor area (not including sets/facades, interior modifications, or temporary uses) within the Property or upon issuance of the first County building permit for construction of new floor area (not including sets/facades, interior modifications, or temporary uses) pursuant to the necessary County entitlements for the Evolution Plan.
12. Property Owner shall provide funding in the amount of \$50,000 for Travel Town in Griffith Park to the non-profit Travel Town Museum Foundation. Such funding shall be provided upon issuance of the first City building permit for construction of new floor area (not including sets/facades, interior modifications, or temporary uses) within the Property or upon

issuance of the first County building permit for construction of new floor area (not including sets/facades, interior modifications, or temporary uses) pursuant to the necessary County entitlements for the Evolution Plan.

13. Property Owner shall provide funding in the amount of \$250,000 to a City segregated fund for neighborhood protection for the Outpost community (in the amount of \$50,000); and (ii) neighborhood improvements and beautification for Cahuenga Boulevard (in the amount of \$200,000). The segregated fund shall be administered by the City in consultation with Council District 4. The \$250,000 shall be paid in 4 equal annual installments of \$62,500 with the first installment to be paid upon issuance of the first City building permit for construction of new floor area (not including sets/facades, interior modifications, or temporary uses) within the Property or upon issuance of the first County building permit for construction of new floor area (not including sets/facades, interior modifications, or temporary uses) pursuant to the necessary County entitlements for the Evolution Plan.
14. Property Owner shall provide funding in the amount of \$300,000 to a City segregated fund for (i) implementation for neighborhood protection for North Hollywood and Studio City (in the amount of \$100,000); and (ii) neighborhood improvements and beautification for Studio City and North Hollywood (in the amount of \$200,000). The segregated fund shall be administered by the City in consultation with Council District 2. The \$300,000 shall be paid in 4 equal annual installments of \$75,000 with the first installment to be paid upon issuance of the first City building permit for construction of new floor area (not including sets/facades, interior modifications, or temporary uses) within the Property or upon issuance of the first County building permit for construction of new floor area (not including sets/facades, interior modifications, or temporary uses) pursuant to the necessary County entitlements for the Evolution Plan .
15. Property Owner shall limit the On-Site Sign designation for the Premises. Pursuant to the Universal City Sign District Ordinance (City of Los Angeles Ordinance No. _____) the "on premises" designation for On-Site signs has been expanded to include all of the property within the boundaries of the map attached as Figure C-1 or C-2 to the Universal City Sign District Ordinance, as applicable. The Parties agree, however, that any messages on the new On-Site signs permitted in the Universal City Sign District may only display advertisements directing attention to: (1) media and entertainment industry products of NBCUniversal or its affiliates, (2) products related to the media and entertainment industry that are produced, distributed, or sold on the Premises, not including products solely displayed in commercials produced on the Premises, and (3) media and entertainment industry businesses, services, activities, or events located or conducted on the Premises. The foregoing notwithstanding, any businesses, services, activities, or events on a specific lot shall be

permitted to display advertisements on that lot with respect to those businesses, services, activities, or events. A covenant memorializing this Section in substantially the form of Exhibit I hereto shall be recorded concurrently with recordation of this Agreement.

4.2. Agreement and Assurances on the Part of the City. In consideration for Property Owner entering into this Agreement, and as an inducement for Property Owner to obligate itself to carry out the covenants and conditions set forth in this Agreement, and in order to effectuate the premises, purposes and intentions set forth in Section 2 of this Agreement, the City hereby agrees as follows:

4.2.1. Entitlement to Develop. Property Owner has the vested right to develop the Project subject to the terms and conditions of this Agreement, the Applicable Rules, Project Approvals and the Reserved Powers. Property Owner's vested rights under this Agreement shall include, without limitation, the right to remodel, renovate, rehabilitate, rebuild or replace the Project or any portion thereof throughout the applicable Term for any reason, including, without limitation, in the event of damage, destruction or obsolescence of the Project or any portion thereof, subject to the Applicable Rules, Project Approvals and Reserved Powers. To the extent that all or any portion of the Project is remodeled, renovated, rehabilitated, rebuilt or replaced, Property Owner may locate that portion of the Project at any other location of the Property, subject to the requirements of the Project Approvals, the Applicable Rules, and the Reserved Powers.

4.2.2. Consistency in Applicable Rules. Based upon all information made available to the City up to or concurrently with the execution of this Agreement, the City finds and certifies 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.

4.2.3. Changes in Applicable Rules.

4.2.3.1. Nonapplication of Changes in Applicable Rules. Any change in, or addition to, the Applicable Rules, including, without limitation, any change in any applicable general or specific plan, zoning or building regulation, adopted or becoming effective after the Effective Date of this Agreement, including, without limitation, any such change by means of ordinance, City Charter amendment, initiative, referendum, resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the City, the Mayor, City Council, Planning Commission or any other Board, Commission, Department or Agency of the City, or any officer or employee thereof, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project and which would conflict in any way with the Applicable Rules, Project Approvals, or this Agreement, shall not be applied to the Project unless such changes represent an exercise of the City's Reserved Powers, or are otherwise agreed to in this Agreement. Notwithstanding the foregoing, Property Owner may, in its sole discretion, consent to the application to the Project of any change in the Applicable Rules.

4.2.3.2. Changes in Uniform Codes. Notwithstanding any provision of this Agreement to the contrary, development of the Project shall be subject to changes which may occur from time to time in the Uniform Codes. 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 in the Zone Change Ordinance.

4.2.3.3. Changes Mandated by Federal or State Law. This Agreement shall not preclude the application to the Project of changes in, or additions to, the Applicable Rules, including rules, regulations, ordinances and official policies, to the extent that such changes or additions are mandated to be applied to developments such as this Project by state or federal regulations, pursuant to the Reserved Powers. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations.

4.2.4. Subsequent Development Review. The City 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 which are required by the Applicable Rules, the Reserved Powers and/or the Project Approvals. The Parties agree that this Agreement does not modify, alter or change the City's obligations pursuant to CEQA and acknowledge that future Discretionary Actions may require additional environmental review pursuant to CEQA. In the event that additional environmental is required by CEQA, the City agrees to utilize tiered environmental documents to the fullest extent permitted by law, as determined by the City, and as provided in California Public Resources Code Sections 21093 and 21094.

4.2.4.1. 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.

4.2.5. Effective Development Standards. The City agrees that it is bound to permit the uses, intensities of use and densities on this Property which are permitted by this Agreement and the Project Approvals, insofar as this Agreement and the Project Approvals so provide or as otherwise set forth in the Applicable Rules or the Reserved Powers.

4.2.6. Interim Use. The City agrees that Property Owner may use the Property during the term of this Agreement for any use which is otherwise permitted by the applicable zoning regulations and the General Plan in effect at the time of the interim use or pursuant to any approvals, permits, or other entitlements previously granted and in effect as of the Effective Date.

4.2.7. Moratoria or Interim Control Ordinances. In the event an ordinance, resolution, policy, or other measure is enacted, whether by action of the City, 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, City agrees that such ordinance, resolution or other measure shall not apply to the Property or this Agreement, unless such changes are adopted pursuant to the Reserved Powers or other applicable provisions of this Agreement.

4.2.8. Infrastructure Financing. If Property Owner undertakes infra-structure financing, such as Mello-Roos or community facilities districts, the City will cooperate fully in such endeavors and will process any related applications as expeditiously as possible.

4.2.9. Impact Fees. Impact Fees imposed by the City with respect to the Project shall be only those Impact Fees in force and effect as of the Effective Date. This Agreement shall not limit any impact fees, linkage fees, exaction, assessments or fair share charges or other similar fees or charges imposed by other governmental entities and which the City is required to collect or assess pursuant to applicable law (e.g., school district impact fees pursuant to Government Code Section 65995).

4.2.10. Processing Fees. Property Owner shall pay all Processing Fees for Ministerial Permits and Approvals. Processing Fees shall be limited to Processing Fees in effect on the Effective Date.

4.2.11. Timeframes and Staffing for Processing and Review. The City agrees that expeditious processing of Ministerial Permits and Approvals and Discretionary Actions, if any, and any other approvals or actions required for the Project are critical to the implementation of the Project. In recognition of the importance of timely processing and review of Ministerial Permits and Approvals, the City agrees to work with Property Owner to establish time frames for processing and reviewing such Ministerial Permits and Approvals and to comply with timeframes established in the Project Approvals. Furthermore, the City shall expedite all requests by Property Owner for Discretionary Actions requested for the Project, if any.

5. ANNUAL REVIEW.

5.1. Annual Review. During the Term of this Agreement, the City shall review annually Property Owner's good faith compliance with this Agreement. Such periodic review shall be limited in scope to good faith compliance with the provisions of this Agreement as provided in the Development Agreement Act and Property Owner shall have the burden of demonstrating such good faith compliance.

5.2. Pre-Determination Procedure. Property Owner's submission of compliance with this Agreement, in a form which the Planning Director may reasonably establish, shall be made in writing and transmitted to the Planning Director not later than thirty (30) days prior to the yearly anniversary of the Effective Date.

5.3. Planning Director's Determination. On or before the yearly anniversary of the Effective Date of the Agreement, the Planning Director shall make a determination regarding whether or not Property Owner has complied in good faith with the provisions and conditions of this Agreement. This determination shall be made in writing with reasonable specificity, and a copy of the determination shall be provided to Property Owner in the manner prescribed in Section 7.14.

5.4. Appeal By Property Owner. In the event the Planning Director makes a finding and determination of non-compliance, Property Owner shall be entitled to appeal that determination to the Planning Commission. After a public hearing on the appeal, the Planning Commission shall make written findings and determinations, on the basis of substantial evidence, whether or not Property Owner has complied in good faith with the provisions and conditions of this Agreement. In the event of a finding and determination of compliance, there shall be no appeal by any person or entity.

5.5. Period To Cure Non-Compliance. If, as a result of this annual review procedure, it is found and determined by the Planning Director or the Planning Commission, on appeal, that Property Owner has not complied in good faith with the provisions and conditions of this Agreement, the City, after denial of any appeal or, where no appeal is taken, after the expiration of the appeal period described in Section 7.3, shall submit to Property Owner, by registered or certified mail, return receipt requested, a written notice of non-compliance in the manner prescribed in Section 7.14, stating with specificity those obligations of Property Owner which have not been performed. Upon receipt of the notice of non-compliance, Property Owner shall promptly commence to cure the identified items of non-compliance at the earliest reasonable time after receipt of the notice of non-compliance and shall complete the cure of such items of non-compliance not later than sixty (60) days after receipt of the notice of non-compliance, or such longer period as is reasonably necessary to remedy such items of non-compliance, provided that Property Owner shall continuously and diligently pursue such remedy at all times until such item of non-compliance is cured.

5.6. Failure To Cure Non-Compliance Procedure. If the Planning Director finds and determines that Property Owner, or its successors, transferees, and/or assignees, as the case may be, has not cured or commenced to cure an item of non-compliance pursuant to this Section, and that the City intends to terminate or modify this Agreement or those transferred or assigned rights and obligations, as the case may be, the Planning Director shall make a report to the Planning Commission. The Planning Director shall then set a date for a public hearing before the Planning Commission in accordance with the notice and hearing requirements of Government Code Sections 65867 and 65868. If after such public hearing, the Planning Commission finds and determines, on the basis of substantial evidence, that Property Owner, or its successors, transferees, and/or assignees, as the case may be, has not brought the Project into compliance pursuant to this Section, and that the City may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the finding and determination shall be appealable to the City Council in accordance with Section 7.3 hereof. In the event of a finding and determination of compliance, there shall be no appeal by any person or entity. Nothing in this Section or this Agreement shall be construed as modifying or abrogating Los Angeles City Charter Section 245 (City Council's review of Commission and Council actions).

5.7. Termination Or Modification Of Agreement. The City may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, after a finding or determination of noncompliance by the City Council or, where no appeal is taken, after the expiration of the appeal periods described in Section 7.3. There shall be no modifications of this Agreement unless the City Council acts pursuant to Government Code

Sections 65867.5 and 65868, irrespective of whether an appeal is taken as provided in Section 7.3.

5.8. Reimbursement Of Costs. Property Owner shall reimburse the City for its actual costs, reasonably and necessarily incurred, to accomplish the required annual review.

6. DEFAULT PROVISIONS

6.1. Default By Property Owner.

6.1.1. Default. In the event Property Owner does not perform its obligations under this Agreement in a timely manner, the City shall have all rights and remedies provided by this Agreement which shall include compelling the specific performance of the obligations of Property Owner under this Agreement, or modification or termination of this Agreement, provided that the City has first complied with the procedure in Section 6.1.2 hereof.

6.1.2. Notice of Default. City shall first submit to Property Owner a written notice of default stating with specificity those obligations which have not been performed. Upon receipt of the notice of default, Property Owner shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) not later than one hundred and twenty (120) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided that Property Owner shall continuously and diligently pursue such remedy at all times until such default(s) is cured. In the case of a dispute as to whether Property Owner has cured the default, the Parties shall submit the matter to dispute resolution pursuant to Section 7.5 of this Agreement.

6.1.3. Failure to Cure Default Procedures. If after the cure period has elapsed, the Planning Director finds and determines that Property Owner, or its successors, transferees and/or assignees, as the case may be, remains in default and that the City intends to terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the Planning Director shall make a report to the Planning Commission and then set a public hearing before the Commission in accordance with the notice and hearing requirements of Government Code Sections 64867 and 65868. If after public hearing, the Planning Commission finds and determines, on the basis of substantial evidence, that Property Owner, or its successors, transferees and/or assigns, as the case may be, Property Owner and its successors, transferees and/or assigns, shall be entitled to appeal that finding and determination to the City Council in accordance with Section 7.3. In the event of a finding and determination that all defaults are cured, there shall be no appeal by any person or entity. Nothing in this Section or this Agreement shall be construed as modifying or abrogating Los Angeles City Charter Section 245 (City Council review of Commission and Board actions).

6.1.4. Termination or Modification of Agreement. The City may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, after such final determination of the City Council or, where no appeal is taken, after the expiration of the appeal periods described in Section 7.3. There shall be no modifications of this

Agreement unless the City Council acts pursuant to Government Code Sections 65867.5 and 65868, irrespective of whether an appeal is taken as provided in Section 7.3.

6.2. Default By The City.

6.2.1. Default. In the event the City does not accept, process, or render a decision on necessary development permits, entitlements, or other land use or building approvals for use as provided in this Agreement upon compliance with the requirements thereof, or as otherwise agreed to by the Parties, or the City otherwise defaults under the provisions of this Agreement, Property Owner shall have all rights and remedies provided herein or by applicable law, which shall include compelling the specific performance of the City's obligations under this Agreement. No part of this Agreement shall be deemed to abrogate or limit any immunities or defenses the City may otherwise have with respect to claims for monetary damages.

6.2.2. Notice of Default. Property Owner shall first submit to the City a written notice of default stating with specificity those obligations which have not been performed. Upon receipt of the notice of default, the City shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) not later than one hundred and twenty (120) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided that the City shall continuously and diligently pursue such remedy at all times until such default(s) is cured. In the case of a dispute as to whether the City has cured the default, the Parties shall submit the matter to dispute resolution pursuant to Section 7.5 of this Agreement.

6.3. No Monetary Damages. It is acknowledged by the Parties that neither the City 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.

7. GENERAL PROVISIONS.

7.1. Effective Date. The Effective Date of this Agreement shall be the date on which the Agreement is attested by the City Clerk of the City of Los Angeles after execution by the Property Owner and the Mayor of the City of Los Angeles.

7.2. Term. The Term of this Agreement shall commence on the Effective Date and shall extend for a period of Eighteen (18) 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 on the Property, approved concurrently with, or subsequent to, the Effective Date of this Agreement. The Term of this Agreement shall automatically be extended for the period of time of any actual delay resulting from any enactments pursuant to the Reserved Powers or moratoria, or from legal actions or appeals which enjoin performance under this Agreement or act to stay

performance under this Agreement (other than bankruptcy or similar procedures), or from litigation relating to Project Approvals.

7.3. Appeals To City Council. Where an appeal by Property Owner to the City Council from a finding and/or determination of the Planning Commission is created by this Agreement, such appeal shall be taken, if at all, within twenty (20) days after the mailing of such finding and/or determination to Property Owner, or its successors, transferees, and/or assignees, as the case may be. The City Council shall act upon the finding and/or determination of the Planning Commission within eighty (80) days after such mailing, or within such additional period as may be agreed upon by the Property Owner and the City Council. The failure of the City Council to act within eighty (80) days shall be deemed to be an approval of the appeal.

7.4. Enforced Delay; Extension Of Time Of Performance. In addition to specific provisions of this Agreement, whenever a period of time, including a reasonable period of time, is designated within which either Party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days during which such Party is actually prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of causes beyond the reasonable control of the Party to be excused, including: war; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; litigation and administrative proceedings against the Project (not including any administrative proceedings contemplated by this Agreement in the normal course of affairs (such as the annual review)); any approval required by the City (not including any period of time normally expected for the processing of such approvals in the ordinary course of affairs); restrictions imposed or mandated by other governmental entities; enactment of conflicting state or federal laws or regulations; judicial decisions; the exercise of the City's Reserved Powers; or similar bases for excused performance which is not within the reasonable control of the party to be excused (financial inability excepted). This Section shall not be applicable to any proceedings with respect to bankruptcy or receivership initiated by or on behalf of Property Owner or, if not dismissed within ninety (90) days, by any third parties against Property Owner. If written notice of such delay is given to either party within thirty (30) days of the commencement of such 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.

7.5. Dispute Resolution.

7.5.1. Dispute Resolution Proceedings. The parties may agree to dispute resolution proceedings to fairly and expeditiously resolve disputes or questions of interpretation under this Agreement. These dispute resolution proceedings may include: (a) procedures developed by the City for expeditious interpretation of questions arising under development agreements; or (b) any other manner of dispute resolution which is mutually agreed upon by the parties.

7.5.2. Arbitration. Any dispute between the parties that is to be resolved by arbitration shall be settled and decided by arbitration conducted by an arbitrator who must be a former judge of the Los Angeles County Superior Court or Appellate Justice of the Second District Court of Appeals or the California Supreme Court. This arbitrator shall be selected by mutual agreement of the parties.

7.5.3. Arbitration Procedures. Upon appointment of the arbitrator, the matter 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 the procedures set forth in Code of Civil Procedure Section 638, et seq., or under such other procedures as are agreeable to both parties, except that provisions of the California Code of Civil Procedure pertaining to discovery and the provisions of the California Evidence Code shall be applicable to such proceeding.

7.5.4. Extension Of Term. The Term of this Agreement as set forth in Section 7.2 shall automatically be extended for the period of time in which the parties are engaged in dispute resolution to the degree that such extension of the Term is reasonably required because activities which would have been completed prior to the expiration of the Term are delayed beyond the scheduled expiration of the Term as the result of such dispute resolution.

7.6. 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. Notwithstanding the above, the City's right to seek specific performance shall be specifically limited to compelling Property Owner to complete, demolish or make safe any particular improvement(s) on public lands which is required as a Mitigation Measure or Condition of Approval. Property Owner shall have no liability (other than the potential termination of this Agreement) if the contemplated development fails to occur.

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

7.8. Amendments. This Agreement may be amended from time to time by mutual consent in writing of the parties to this Agreement in accordance with Government Code Section 65868. Any amendment to this Agreement which 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 relating to subsequent discretionary action 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.

7.9. Assignment. The rights and obligations of Property Owner under this Agreement, may not be transferred or assigned in whole or in part by Property Owner without the consent of the City, which shall not be unreasonably withheld, and upon such assignment the assignor shall be released from the obligations so assigned, with the reasonable consent of the City. The failure of any successor-in-interest to perform the obligations assigned to it may result, at the City's option, in a declaration that this Agreement has been breached with regards to that specific successor-in-interest, and an election to terminate this Agreement as provided for in Section 5.7 hereof, as it relates to that successor-in-interest's holding. This partial termination

is severable from the entire Agreement, and shall not affect the remaining entirety of the Agreement.

7.10. Covenants. The provisions of this Agreement shall constitute covenants which 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.

7.11. Cooperation And Implementation.

7.11.1. Processing. Upon satisfactory completion by Property Owner of all required preliminary actions and payment of appropriate Processing Fees, including the fee for processing this Agreement, the City 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 City with all documents, plans, fees and other information necessary for the City to carry out its processing obligations pursuant to this Agreement.

7.11.2. 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 City 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 City. 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 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 City, or in its own name, the rights of the City or Property Owner thereunder or the duties and obligations of the parties thereto. Property Owner shall reimburse the City for all costs and expenses incurred in connection with seeking and entering into any such agreement provided that Property Owner has requested such agreement.

7.11.3. 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 affirmatively cooperate in defending said action.

7.12. Relationship Of The Parties. It is understood and agreed by the parties hereto that the contractual relationship created between the parties hereunder is that Property Owner is an independent contractor and not an agent of the City. Further, the City 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 City and Property Owner joint venturers or partners.

7.13. Indemnification.

7.13.1. Obligation to Defend, Indemnify, and Hold Harmless. Property Owner hereby agrees to defend, indemnify, and hold harmless the City and its agents, officers, and employees, from any claim, action, or proceeding (“Proceeding”) against the City or its agents, officers, or employees (i) to set aside, void, or annul, all or any part of any Project Approval, or (ii) for any damages, personal injury or death which may arise, directly or indirectly, from Property Owner or Property Owner’s contractors, subcontractors’, agents’, or employees’ operations in connection with the construction of the Project, whether operations be by such Owner or any of such Owner’s contractors, subcontractors, by anyone or more persons directly or indirectly employed by, or acting as agent for such Owner or any of such Owner’s contractors or subcontractors. In the event that the City, upon being served with a lawsuit or other legal process to set aside, void or annul all or part of any Project Approval, fails to promptly notify Property Owner of the Proceeding, or fails to cooperate fully in the defense of the Proceeding, Property Owner shall thereafter be relieved of the obligations imposed in this Section 7.13. However, if Property Owner has actual notice of the Proceeding, it shall not be relieved of the obligations imposed hereunder, notwithstanding the failure of the City to provide prompt notice of the Proceeding. The City shall be considered to have failed to give prompt notification of a Proceeding if the City, after being served with a lawsuit or other legal process challenging the Project Approvals, unreasonably delays in providing notice thereof to the Property Owner. As used herein, “unreasonably delays” shall mean any delay that materially adversely impacts Property Owner’s ability to defend the Proceeding. The obligations imposed in this Section 7.13 shall apply notwithstanding any allegation or determination in the Proceedings that the City acted contrary to applicable laws. Nothing in this Section shall be construed to mean that Property Owner shall hold the City harmless and/or defend it from any claims arising from, or alleged to arise from, intentional misconduct or gross negligence in the performance of this Agreement

7.14. Defending the Project Approvals. Property Owner shall have the obligation to timely retain legal counsel to defend against any proceeding to set aside, void, or annul, all or any part of any Project Approval. The City shall have the right if it so chooses, to defend the Proceeding utilizing in-house legal staff, in which case the Property Owner shall be liable for all legal costs and fees reasonably incurred by the City, including charges for staff time charged. In the event of a conflict of interest which prevents Property Owner’s legal counsel from representing the City, and in the event the City does not have the in-house legal resources to defend against the Proceeding, the City shall also have the right to retain outside legal counsel provided that retaining outside legal counsel causes no delays, in which case Property Owner shall be liable for all legal costs and fees reasonably incurred by the City. Provided that Property Owner is not in breach of the terms of this Section 7.13, the City shall not enter into any settlement of the Proceeding which involves modification to any Project Approval or otherwise results in Property Owner incurring liabilities or other obligations, without the consent of Property Owners.

7.15. Breach of Obligations. Actions constituting a breach of the obligations imposed in this Section shall include, but not be limited to: (i) the failure to timely retain qualified legal counsel to defend against the Proceedings; (ii) the failure to promptly pay the City for any attorneys' fees or other legal costs for which the City is liable pursuant to a judgment or settlement agreement in the Proceeding seeking to set aside, void or annul all or part of any Project Approval; or (iii) the breach of any other obligation imposed in this Section 7.13, in each case after written notice from the City and a reasonable period of time in which to cure the breach, not to exceed thirty-days. For purposes of this Section 7.13, Property Owner shall be considered to have failed to timely retain qualified legal counsel if such counsel is not retained within fourteen (14) days following the City's provision of the notice of Proceedings to Property Owner required hereunder. In the event that any Owner breaches the obligations imposed in this Section 7.13, the City shall have no obligation to defend against the Proceedings, and by not defending against the Proceedings, the City shall not be considered to have waived any rights in this Section.

7.16. Cooperation. The City shall cooperate with Property Owner in the defense of the Proceeding; provided however, that such obligation of the City to cooperate in its defense shall not require the City to (i) assert a position in its defense of the Proceeding which it has determined, in its sole discretion, has no substantial merit; (ii) advocate in its defense of the Proceeding legal theories which it has determined, in its sole discretion, lack substantial merit; or (iii) advocate in its defense of the Proceeding legal theories which it has determined, in its sole discretion, are contrary to its best interests, or to public policy. Nothing contained in this Section shall require Property Owner to refrain from asserting in its defense of the Proceeding positions or legal theories that do not satisfy the foregoing requirements.

7.17. Contractual Obligation. Property Owner acknowledges and agrees that the obligations imposed in this Section 7.13 are contractual in nature, and that the breach of any such obligation may subject Property Owner to a breach of contract claim by the City.

7.18. Waiver of Right to Challenge. Property Owner hereby waives the right to challenge the validity of the obligations imposed in this Section 7.13.

7.19. Survival. The obligations imposed in this Section 7.13 shall survive any judicial decision invalidating the Project Approvals.

7.20. Deposit. Following the filing of a lawsuit, or other legal process seeking to set aside, void or annul all or part of any Project Approval, Property Owner shall be required, following written demand by the City, to place funds on deposit with the City, which funds shall be used to reimburse the City for expenses incurred in connection with defending the Project Approvals. For Project Approvals which included the certification of an environmental impact report by the City, the amount of said deposit shall be ten thousand (\$10,000) dollars. For all other Project Approvals, the amount of the deposit shall be five thousand (\$5,000) dollars. The City, at its sole discretion, may require a larger deposit upon a detailed showing to the Property Owner of the basis for its determination that the above stated amounts are insufficient. Any unused portions of the deposit shall be refunded to the Property Owner making the deposit within thirty (30) days following the resolution of the challenge to the Project Approvals. All

Deposits must be paid to the City within thirty (30) days of Property Owner's receipt of the City's written demand for the Deposit.

7.21. Notices. Any notice or communication required hereunder between the City or Property Owner must be in writing, and shall be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. Any party hereto may at any time, by giving ten (10) days' written notice to the other party hereto, designate any other address in substitution of the address, or any additional address, 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 City:

City of Los Angeles
Attention: Planning Director
200 North Spring Street
Los Angeles, CA 90012

with copies to

Los Angeles City Attorney's Office
Real Property/Environment Division
Los Angeles City Attorney's Office
7th Floor, City Hall East
200 North Main Street
Los Angeles, CA 90012

If to Property Owner:

Universal Studios LLC
Attention: Corinne Verdery
100 Universal City Plaza, 1280-8
Universal City, CA 91608

with copies to

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

7.22. Recordation. As provided in Government Code Section 65868.5, the City Clerk of Los Angeles shall record a copy of this Agreement with the Registrar-Recorder of the City of Los Angeles within ten (10) days following the effective date. Property Owner shall provide the City Clerk with the fees for such recording should the City Clerk effectuate the recordation.

7.23. 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.

7.24. 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 and assignees.

7.25. Severability. If any provisions, conditions, or covenants of this Agreement, or the application thereof to any circumstances of either Party, shall be held invalid or unenforceable, the remainder of this Agreement or the application of such provision, condition, or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

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

7.27. 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 of any right or remedy with respect to any occurrence or event shall be deemed a waiver of any right or remedy with respect to any other occurrence or event.

7.28. No Third Party Beneficiaries. The only Parties to this Agreement are the City 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.

7.29. Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the Parties and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which 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.

7.30. Legal Advice; Neutral Interpretation; Headings, Table Of Contents, and Index. 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. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any Party based upon any attribution to such Party as the source of the language in question. The headings, table of contents, and index used in this Agreement are for the convenience of reference only and shall not be used in construing this Agreement.

7.31. 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.

7.32. 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 City, be entitled to receive from the City written notification of any default by Property Owner of the performance of Property Owner's obligations under this Agreement which has not been cured within sixty (60) days following the

date of default. Property Owner shall reimburse the City for its actual costs, reasonably and necessarily incurred, to prepare this notice of default.

7.33. Counterparts. This Agreement is executed in duplicate originals, each of which is deemed to be an original. This Agreement, not counting the Cover Page, Table of Contents, Index, or Signature Page, consists of 27 pages and ten (10) Exhibits.

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

CITY OF LOS ANGELES, a municipal corporation of the State of California

By: _____
Antonio Villaraigosa, Mayor

DATE:

APPROVED AS TO FORM:

CARMEN A. TRUTANICH, City Attorney

By: _____
Laura Cadogan Hurd, Deputy City Attorney

DATE:

ATTEST:
JUNE LAGMAY, City Clerk

By: _____
Deputy

DATE:

UNIVERSAL STUDIOS LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____

EXHIBIT A
Property Legal Description

NBCUNIVERSAL CITY AREAS PRE-ANNEXATION
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, WITHIN 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, TOGETHER WITH A PORTION OF THAT LAND DESCRIBED AS "PARCEL 4 AFTER ADJUSTMENT" IN THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED AS INSTRUMENT NUMBER 02-1783215 OF OFFICIAL RECORDS, SAID CERTIFICATE OF COMPLIANCE FILED WITH COUNTY RECORDER IN SAID COUNTY ON JULY 30TH, 2002, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF SAID "LOT 4 AFTER ADJUSTMENT", SAID POINT SHOWN AS THE SOUTHERLY TERMINUS OF THE LINE BEARING SOUTH 00-21-20 WEST 47.10 FEET, SAID POINT ALSO BEING THE NORTHEASTERLY TERMINUS OF THE LINE BEARING SOUTH 63-45-05 WEST 111.14 FEET IN 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 218.76 FEET; THENCE CONTINUING ALONG THE SOUTHWESTERLY BOUNDARY OF SAID "PARCEL 4 AFTER



ADJUSTMENT" SOUTH 89-57-40 WEST A DISTANCE OF 475.06 FEET; THENCE CONTINUING ALONG THE SOUTHWESTERLY BOUNDARY OF SAID "PARCEL 4 AFTER ADJUSTMENT" NORTH 00-02-20 WEST A DISTANCE OF 6.00 FEET; THENCE SOUTH 89-57-40 WEST A DISTANCE OF 20.00 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF "PARCEL 3 AFTER ADJUSTMENT" IN SAID CERTIFICATE OF COMPLIANCE; THENCE ALONG THE NORTHERLY BOUNDARY OF "LOT 2 AFTER ADJUSTMENT" AND "LOT 1 AFTER ADJUSTMENT" IN SAID CERTIFICATE OF COMPLIANCE SOUTH 89-53-12 WEST A DISTANCE OF 291.45 FEET TO A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 150.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12-47-43 AN ARC LENGTH OF 33.50 FEET, MORE OR LESS, TO A POINT OF NON-TANGENCY, SAID POINT LYING ON THE NORTHWESTERLY BOUNDARY OF SAID LOT "D" AND THE NORTHERLY BOUNDARY OF SAID "LOT 1 AFTER ADJUSTMENT" IN SAID LEGAL DESCRIPTION, SAID POINT BEING A POINT ON THE CORPORATION BOUNDARY OF THE CITY OF LOS ANGELES, A RADIAL TO SAID POINT BEARS SOUTH 12-40-55 WEST; THENCE CONTINUING ALONG SAID CORPORATION BOUNDARY OF SAID CITY OF LOS ANGELES NORTH 71-29-54 EAST A DISTANCE OF 944.27 FEET; THENCE CONTINUING ALONG SAID CORPORATION BOUNDARY OF SAID CITY OF LOS ANGELES SOUTH 45-14-58 EAST A DISTANCE OF 2,477.70 FEET, MORE OR LESS, 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 0.82 FEET NORTHEASTERLY OF THE SOUTHWESTERLY TERMINUS OF THAT LINE SHOWN IN SAID RECORD OF SURVEY AS BEING NORTH 21-52-56 EAST A DISTANCE OF 7.00 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY AS SHOWN IN SAID RECORD OF SURVEY SOUTH 21-52-56 WEST A DISTANCE OF 0.82 FEET; THENCE SOUTH 32-47-36 WEST A DISTANCE OF 50.08 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY IN SAID RECORD OF SURVEY SOUTH 18-05-05 WEST A DISTANCE OF 12.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 15.50 FEET, CONCAVE TO THE SOUTHWEST, A RADIAL TO SAID POINT BEARS NORTH 18-05-05 EAST; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY IN SAID RECORD OF SURVEY EASTERLY, SOUTHERLY, AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 104-08-24 AN ARC LENGTH OF 28.17 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY IN SAID RECORD OF SURVEY SOUTH 57-46-30 EAST A DISTANCE OF 4.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 92.00 FEET, CONCAVE TO THE NORTHWEST, A RADIAL TO SAID BEGINNING POINT BEARS SOUTH 57-46-30 EAST; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY IN SAID RECORD OF SURVEY SOUTHWESTERLY AND WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51-43-32 AN ARC LENGTH OF 83.06 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 670.12 FEET, SAID CURVE BEING CONCAVE NORTHERLY; A RADIAL TO SAID POINT BEARS NORTH 06-02-58 WEST; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY IN SAID RECORD OF SURVEY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16-17-57 AN ARC LENGTH OF 190.63 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY IN SAID RECORD OF SURVEY NORTH 79-45-02 WEST A DISTANCE OF 276.31 FEET TO A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3000.00 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY IN SAID RECORD OF SURVEY WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03-35-30 AN ARC LENGTH OF 188.06 FEET; SAID CURVE SHOWN ON SAID RECORD OF SURVEY AS BEING THE "N'LY LINE OF INST. NO. 87-381928 (PCL 72980) EST. AT REC. ANGLE AND DIST. PER SAID DEED"; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY IN SAID RECORD OF SURVEY NORTH 76-09-32 WEST A DISTANCE OF 225.69 FEET TO A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 5831.18 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY IN SAID RECORD OF SURVEY NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01-24-32 AN ARC LENGTH OF 143.39 FEET TO A NON-TANGENT CURVE HAVING A RADIUS OF 5269.61 FEET, CONCAVE NORTHEASTERLY, A RADIAL TO SAID POINT BEARS SOUTH 19-26-29 WEST; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY IN SAID RECORD OF SURVEY ALONG SAID NON-TANGENT CURVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 01-55-58 AN ARC LENGTH OF 189.91 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY IN SAID RECORD OF SURVEY NORTH 68-37-33 WEST A DISTANCE OF 594.87 FEET TO A TANGENT

CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1951.00 FEET, SAID LINE SHOWN IN SAID RECORD OF SURVEY AS BEING THE "N'LY LINE OF O.R. 32352/341, PARCEL 1A"; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY IN SAID RECORD OF SURVEY NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19-34-45 AN ARC LENGTH OF 666.70 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY IN SAID RECORD OF SURVEY NORTH 49-02-48 WEST A DISTANCE OF 97.08 FEET TO A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 800.00 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY IN SAID RECORD OF SURVEY NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04-04-28 AN ARC LENGTH OF 56.89 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY IN SAID RECORD OF SURVEY NORTH 44-58-20 WEST A DISTANCE OF 109.76 FEET, MORE OR LESS, TO THE SW'LY MOST CORNER OF TRACT 27621 AS RECORDED IN MAP BOOK 769 PAGE 15 AND AS SHOWN ON SAID RECORD OF SURVEY, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF "LOT 2 AFTER ADJUSTMENT" FO SAID CERTIFICATE OF COMPLIANCE; THENCE CONTINUING ALONG THE SOUTHERLY BOUNDARY OF SAID "LOT 2 AFTER ADJUSTMENT" NORTH 45-01-40 EAST A DISTANCE OF 46.81 FEET; THENCE CONTINUING ALONG THE SOUTHERLY BOUNDARY OF SAID "LOT 2 AFTER ADJUSTMENT" AND "LOT 3 AFTER ADJUSTMENT" SOUTH 70-45-25 EAST A DISTANCE OF 498.63 FEET; THENCE CONTINUING ALONG THE SOUTHERLY BOUNDARY OF SAID "LOT 3 AFTER ADJUSTMENT" SOUTH 53-55-49 EAST A DISTANCE OF 125.00 FEET; THENCE CONTINUING ALONG THE SOUTHERLY BOUNDARY OF SAID "LOT 3 AFTER ADJUSTMENT" SOUTH 78-14-35 EAST A DISTANCE OF 150.00 FEET; THENCE CONTINUING ALONG THE SOUTHEASTERLY BOUNDARY OF SAID "LOT 3 AFTER ADJUSTMENT" NORTH 33-27-02 EAST A DISTANCE OF 51.07 FEET; THENCE CONTINUING ALONG THE SOUTHEASTERLY BOUNDARY OF SAID "LOT 3 AFTER ADJUSTMENT" SOUTH 77-25-49 EAST A DISTANCE OF 10.00 FEET; THENCE CONTINUING ALONG THE SOUTHEASTERLY BOUNDARY OF SAID "LOT 3 AFTER ADJUSTMENT" NORTH 50-45-00 EAST A DISTANCE OF 84.28 FEET; THENCE CONTINUING ALONG THE SOUTHEASTERLY BOUNDARY OF SAID "LOT 3 AFTER ADJUSTMENT" SOUTH 85-59-32 EAST A DISTANCE OF 38.61 FEET; THENCE CONTINUING ALONG THE SOUTHEASTERLY BOUNDARY OF SAID "LOT 3 AFTER ADJUSTMENT" NORTH 63-45-05 EAST A DISTANCE OF 111.14 FEET TO THE TRUE POINT OF BEGINNING.

PARCELS 2 AND 3:

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 IN PART BY THE NORTHEASTERLY RIGHT OF WAY LINE OF LANKERSHIM BOULEVARD, SAID RIGHT OF WAY LINE HAVING A HALF WIDTH OF 50.00 FEET, SAID LAND ALSO BOUND IN PART TO THE WEST BY THE EASTERLY RIGHT OF WAY LINE OF CAHUENGA BOULEVARD, SAID RIGHT OF WAY LINE HAVING A HALF WIDTH OF 45.00 FEET, SAID RIGHT OF WAY HALF WIDTHS PER THAT CERTAIN RECORD OF SURVEY RECORDED IN BOOK 149 PAGES 82 THROUGH 93, INCLUSIVE, AS INSTRUMENT NUMBER 96-436038, RECORDED IN 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.

PARCEL 4:

THAT REAL PROPERTY SITUATED WITHIN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THAT LAND BOUND TO THE EAST IN PART BY THE NORTHWESTERLY RIGHT OF WAY LINE OF BARHAM BOULEVARD (FORMERLY PASS AVENUE AND HOLLYWOOD WAY), SAID LAND ALSO BOUND IN PART BY THE NORTHWESTERLY LINE OF THAT CERTAIN EASEMENT DEED RECORDED AS INSTRUMENT NUMBER 87-1240174 ON AUGUST 4, 1987 IN SAID COUNTY RECORDER'S OFFICE,

SAID LAND BOUND TO THE SOUTH AND SOUTHWEST BY SAID EASEMENT DEED RECORDED AS INSTRUMENT NUMBER 87-1240174 ON AUGUST 4, 1987 IN SAID COUNTY RECORDER'S OFFICE, SAID LAND BOUND TO THE WEST BY THE WESTERLY LINE OF LOT "F" 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, 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 PARTITIONS 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, SAID WESTERLY LINE ALSO BEING THE SOUTHEASTERLY BOUNDARY OF LOT 4 SHOWN ON THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED AS INSTRUMENT NUMBER 04-3404726 ON DECEMBER 30, 2004 IN SAID COUNTY RECORDER'S OFFICE;

SAID LAND BOUND TO THE NORTHWEST BY THE SOUTHEASTERLY LINE OF LOT 117 OF TRACT 7354, RECORDED IN BOOK 89 PAGES 76 THROUGH 81, INCLUSIVE, RECORDED IN SAID COUNTY, SAID SOUTHEASTERLY LINE ALSO BEING THE TRACT BOUNDARY OF SAID TRACT 7354;

SAID LAND BOUND TO THE NORTH AND NORTHEAST BY THAT PORTION OF THE SOUTHERLY, WESTERLY, AND SOUTHWESTERLY RIGHT OF WAY LINE OF BLAIR DRIVE LYING EAST AND SOUTHEAST OF THE INTERSECTION OF THE NORTHEASTERLY PROLONGATION OF SAID SOUTHEASTERLY BOUNDARY OF LOT 117 WITH BLAIR DRIVE AND LYING WEST OF THE INTERSECTION OF BLAIR DRIVE WITH BARHAM BLVD (FORMERLY PASS AVENUE AND HOLLYWOOD WAY);

INCLUSIVE OF THAT PORTION OF LAND DESCRIBED AS PARCEL 3 BEING A 30 FOOT WIDE EASEMENT RECORDED IN BOOK 20780 PAGE 184 OF OFFICIAL RECORDS IN SAID COUNTY, EXCEPT THEREFROM TRACT 12953, RECORDED IN BOOK 263, PAGES 23 AND 24, RECORDED JANUARY 30, 1945 IN SAID COUNTY, ALSO EXCEPT TRACT 13167 AS RECORDED IN BOOK 264 PAGES 13 AND 14, IN SAID COUNTY TOGETHER WITH THAT PORTION SHOWN AS "NOT A PART OF THIS SUBDIVISION" ON SAID TRACT 13167 LYING IMMEDIATELY NORTHEAST OF AND ADJACENT TO LOT 2 OF SAID TRACT 13167.

PARCEL 5:

THAT REAL PROPERTY SITUATED IN THE RANCHO PROVIDENCIA, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 PAGE 244 OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID LAND ALSO DESCRIBED AS "PROVIDENCIA PARK TRACT" ON THE MAP OF THE SUBDIVISION OF THE RANCHO PROVIDENCIA AND SCOTT TRACT, AS PER MAP RECORDED IN BOOK 43 PAGES 47 THROUGH 59, INCLUSIVE, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT LAND BOUND TO THE NORTH AND NORTHWEST BY THE NORTHERLY LINE OF THE LAND DESCRIBED IN "EXHIBIT A" IN CORPORATION QUITCLAIM DEED RECORDED AS DOCUMENT NUMBER 224, RECORDED MARCH 8, 1974, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

SAID LAND BOUND TO THE WEST BY THE NORTHEASTERLY BOUNDARIES OF LOT "E" AND LOT "F" 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, 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 PARTITIONS 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, A PORTION OF SAID WESTERLY BOUNDARY OF SAID LAND ALSO BEING SHOWN AS THE NORTHEASTERLY BOUNDARY OF LOT 4 IN THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED AS INSTRUMENT NUMBER 04-3404726 OF OFFICIAL RECORDS, SAID CERTIFICATE OF COMPLIANCE FILED WITH THE COUNTY RECORDER IN SAID COUNTY ON DECEMBER 30, 2004, A PORTION OF SAID WESTERLY BOUNDARY OF SAID LAND ALSO BEING THAT LINE BEARING SOUTH 19-32-33 EAST 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, SHOWN ON SAID RECORD OF SURVEY AS BEING THE CORPORATION BOUNDARY OF THE CITY OF LOS ANGELES, A PORTION OF SAID WESTERLY BOUNDARY OF SAID LAND ALSO BEING THE NORTHEASTERLY BOUNDARY OF TRACT 7354 RECORDED IN MAP BOOK 89, PAGES 78 THROUGH 81, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER IN SAID COUNTY;

SAID LAND BOUND TO THE SOUTH BY THE SOUTH LINE OF RANCHO PROVIDENCIA AS PER THAT CERTAIN MAP RECORDED IN BOOK 1 PAGE 244 OF PATENTS, IN SAID COUNTY, SURVEYED AND LABELED AS SUCH IN LICENSED SURVEYORS MAP RECORDED IN RECORD OF SURVEY BOOK 22, PAGE 32, IN THE OFFICE OF THE COUNTY RECORDER IN SAID COUNTY;

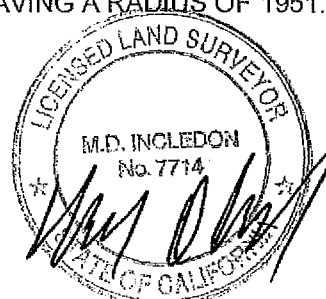
SAID LAND BOUND TO THE EAST BY THE WESTERLY RIGHT OF WAY LINE OF BARHAM BOULEVARD, FORMERLY NAMED HOLLYWOOD WAY AND PASS AVENUE, HAVING A VARIABLE WIDTH.

NBCUNIVERSAL CITY AREAS POST-ANNEXATION
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, PARTLY WITHIN AND PARTLY WITHOUT 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, TOGETHER WITH A PORTION OF THAT LAND DESCRIBED AS "PARCEL 4 AFTER ADJUSTMENT" IN THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED AS INSTRUMENT NUMBER 02-1783215 OF OFFICIAL RECORDS, SAID CERTIFICATE OF COMPLIANCE FILED WITH COUNTY RECORDER IN SAID COUNTY ON JULY 30TH, 2002, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF SAID "LOT 4 AFTER ADJUSTMENT", SAID POINT SHOWN AS THE SOUTHERLY TERMINUS OF THE LINE BEARING SOUTH 00-21-20 WEST 47.10 FEET, SAID POINT ALSO BEING THE NORTHEASTERLY TERMINUS OF THE LINE BEARING SOUTH 63-45-05 WEST 111.14 FEET IN SAID CERTIFICATE OF COMPLIANCE; THENCE SOUTH 63-45-05 WEST A DISTANCE OF 111.14 FEET ALONG SAID WESTERLY BOUNDARY; THENCE NORTH 85-59-32 WEST A DISTANCE OF 38.61 FEET ALONG SAID WESTERLY BOUNDARY; THENCE SOUTH 50-45-00 WEST A DISTANCE OF 84.28 FEET ALONG SAID WESTERLY BOUNDARY TO A POINT BEING ON THE SOUTHERLY BOUNDARY OF "LOT 3 AFTER ADJUSTMENT" ON SAID CERTIFICATE OF COMPLIANCE; THENCE NORTH 77-25-49 WEST A DISTANCE OF 10.00 FEET ALONG SAID SOUTHERLY BOUNDARY; THENCE SOUTH 33-27-02 WEST A DISTANCE OF 51.07 FEET ALONG SAID SOUTHERLY BOUNDARY; THENCE NORTH 78-14-35 WEST A DISTANCE OF 150.00 FEET ALONG SAID SOUTHERLY BOUNDARY; THENCE NORTH 53-55-49 WEST A DISTANCE OF 125.00 FEET ALONG SAID SOUTHERLY BOUNDARY; THENCE ALONG SAID SOUTHERLY BOUNDARY NORTH 70-45-25 WEST A DISTANCE OF 38.51 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF "LOT 2 AFTER ADJUSTMENT" ON SAID CERTIFICATE OF COMPLIANCE; THENCE NORTH 70-45-25 WEST A DISTANCE OF 460.12 FEET ALONG THE SOUTHERLY BOUNDARY OF SAID "LOT 2 AFTER ADJUSTMENT"; THENCE SOUTH 45-01-40 WEST ALONG THE SOUTHERLY BOUNDARY OF SAID "LOT 2 AFTER ADJUSTMENT" 46.81 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF "LOT 2 AFTER ADJUSTMENT" ON SAID CERTIFICATE OF COMPLIANCE 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 THE SOUTHERLY TERMINUS OF THAT LINE SHOWN ON SAID RECORD OF SURVEY AS BEING SOUTH 4-02-21 WEST A DISTANCE OF 19.87 FEET; THENCE SOUTH 44-58-20 EAST A DISTANCE OF 109.74 FEET ALONG SAID SOUTHERLY BOUNDARY OF LAND ON SAID RECORD OF SURVEY TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 800.00 FEET, CONCAVE TO THE NORTHEAST; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY IN SAID RECORD OF SURVEY SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04-04-28 DEGREES AN ARC LENGTH OF 56.89 FEET; THENCE SOUTH 49-02-48 EAST A DISTANCE OF 97.08 FEET ALONG SAID SOUTHERLY BOUNDARY OF LAND ON SAID RECORD OF SURVEY TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 1951.00 FEET,



11/2/2012

CONCAVE TO THE NORTHEAST; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY IN SAID RECORD OF SURVEY SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19-34-45 DEGREES AN ARC LENGTH OF 666.70 FEET TO THE BEGINNING OF THAT LINE SHOWN IN SAID RECORD OF SURVEY AS BEING PARALLEL WITH AND 100.00 FEET NORTHEASTERLY OF THE CENTERLINE OF HOLLYWOOD 101 FREEWAY; THENCE SOUTH 68-37-33 EAST A DISTANCE OF 594.87 FEET ALONG SAID LINE ALONG SAID SOUTHERLY BOUNDARY OF LAND ON SAID RECORD OF SURVEY TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 5629.61 FEET, CONCAVE TO THE NORTHEAST; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY IN SAID RECORD OF SURVEY SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01-55-58 DEGREES AN ARC LENGTH OF 189.91 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 5831.18 FEET, CONCAVE TO THE NORTHEAST, A RADIAL TO SAID POINT BEARS SOUTH 15-15-00 WEST; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY IN SAID RECORD OF SURVEY SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01-24-32 DEGREES AN ARC LENGTH OF 143.39 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY IN SAID RECORD OF SURVEY SOUTH 76-09-32 EAST A DISTANCE OF 225.69 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 3000.00 FEET, CONCAVE TO THE NORTH; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY IN SAID RECORD OF SURVEY SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03-35-30 DEGREES AN ARC LENGTH OF 188.06 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY IN SAID RECORD OF SURVEY SOUTH 79-45-02 EAST A DISTANCE OF 276.31 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 670.12 FEET, CONCAVE TO THE NORTH; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY IN SAID RECORD OF SURVEY EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16-17-57 DEGREES AN ARC LENGTH OF 190.63 FEET; TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 92.00 FEET, CONCAVE TO THE NORTHWEST; A RADIAL TO SAID POINT BEARS SOUTH 06-02-59 EAST, THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY IN SAID RECORD OF SURVEY NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51-43-32 DEGREES AN ARC LENGTH OF 83.06 FEET; THENCE NORTH 57-46-31 WEST A DISTANCE OF 4.00 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 15.50 FEET, CONCAVE TO THE SOUTHWEST, A RADIAL TO SAID POINT BEARS SOUTH 57-46-31 EAST; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY IN SAID RECORD OF SURVEY NORTHEASTERLY, NORTHERLY, AND NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 104-08-24 DEGREES AN ARC LENGTH OF 28.17 FEET; THENCE NORTH 18-05-05 EAST A DISTANCE OF 12.00 FEET; THENCE NORTH 32-47-36 EAST A DISTANCE OF 20.33 FEET ALONG SAID SOUTHERLY BOUNDARY IN SAID RECORD OF SURVEY; 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 THE POINT OF BEGINNING.

PARCEL 2:

A PORTION OF LOTS "B" AND "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, PARTLY WITHIN AND PARTLY WITHOUT 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, TOGETHER WITH A PORTION OF THAT LAND DESCRIBED AS "PARCEL 4 AFTER ADJUSTMENT" IN LOT LINE ADJUSTMENT INSTRUMENT NUMBER 02-1783215 OF OFFICIAL RECORDS, SAID LOT LINE ADJUSTMENT FILED WITH COUNTY RECORDER IN SAID COUNTY ON JULY 30TH, 2002, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY BOUNDARY OF SAID "LOT 1 AFTER ADJUSTMENT" IN SAID LOT LINE ADJUSTMENT, 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 LOT LINE ADJUSTMENT, 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 LOT LINE ADJUSTMENT 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 24-47-55 AN ARC LENGTH OF 110.21 FEET, MORE OR LESS; THENCE SOUTH 86-50-55 EAST A DISTANCE OF 5.27 FEET; THENCE SOUTH 89-01-24 EAST A DISTANCE OF 180.89 FEET; THENCE NORTH 89-57-59 EAST A DISTANCE OF 269.47 FEET; THENCE NORTH 00-00-10 EAST A DISTANCE 225.37 FEET; THENCE SOUTH 89-59-50 EAST A DISTANCE OF 470.09 FEET; THENCE NORTH 14-08-53 EAST A DISTANCE OF 53.17 FEET TO A NON-TANGENT CURVE HAVING A RADIUS OF 533.57 FEET, CONCAVE TO THE SOUTHWEST, A RADIAL TO SAID POINT BEARS NORTH 00-25-33 WEST; THENCE SOUTHEASTERLY 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 24-01-22 WEST A DISTANCE OF 291.20 FEET; THENCE SOUTH 54-08-42 WEST A DISTANCE OF 99.58 FEET 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 49-09-54 EAST; THENCE NORTHWESTERLY 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 CURVE HAVING A RADIUS OF 354.95 FEET, CONCAVE TO THE SOUTHWEST, A RADIAL TO SAID POINT BEARS NORTH 45-52-29 EAST; 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 112.11 FEET MORE OR LESS, TO A POINT ON THE SOUTHWESTERLY LINE OF "LOT 4 AFTER ADJUSTMENT", SAID POINT BEING THE EASTERLY TERMINUS OF THAT LINE SHOWN ON SAID LOT LINE ADJUSTMENT AS BEARING NORTH 89-57-40 EAST AND HAVING A DISTANCE OF 475.06 FEET; THENCE CONTINUING ALONG THE SOUTHWESTERLY BOUNDARY OF SAID "PARCEL 4 AFTER ADJUSTMENT" SOUTH 89-57-40 WEST A DISTANCE OF 475.06 FEET; THENCE CONTINUING ALONG THE SOUTHWESTERLY BOUNDARY OF SAID "PARCEL 4 AFTER ADJUSTMENT" NORTH 00-02-20 WEST A DISTANCE OF 6.00 FEET; THENCE CONTINUING ALONG THE SOUTHWESTERLY BOUNDARY OF SAID "PARCEL 4 AFTER ADJUSTMENT" SOUTH 89-57-40 WEST A DISTANCE OF 20.00 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF "PARCEL 3 AFTER ADJUSTMENT" IN SAID LOT LINE ADJUSTMENT; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID "LOT 2 AFTER ADJUSTMENT" AND THE NORTHERLY BOUNDARY OF SAID "LOT 1 AFTER ADJUSTMENT" SOUTH 89-53-12 WEST A DISTANCE OF 291.45 FEET TO A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 150.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12-47-43 AN ARC LENGTH OF 33.50 FEET MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 3:

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, PARTLY WITHIN AND PARTLY WITHOUT 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:

THAT LAND BOUND TO THE WEST IN PART BY THE NORTHEASTERLY RIGHT OF WAY LINE OF LANKERSHIM BOULEVARD, SAID RIGHT OF WAY LINE HAVING A HALF WIDTH OF 50.00 FEET, SAID LAND ALSO BOUND IN PART TO THE WEST BY THE EASTERLY RIGHT OF WAY LINE OF CAHUENGA BOULEVARD, SAID RIGHT OF WAY LINE HAVING A HALF WIDTH OF 45.00 FEET, SAID RIGHT OF WAY HALF WIDTHS PER THAT CERTAIN RECORD OF SURVEY RECORDED IN BOOK 149 PAGES 82 THROUGH 93, INCLUSIVE, AS INSTRUMENT NUMBER 96-436038, RECORDED IN 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, AND

BOUND TO THE SOUTH AND EAST BY THE FOLLOWING DESCRIBED LINES: COMMENCING AT THE NORTHWEST CORNER OF LOT 1 IN SAID CERTIFICATE OF COMPLIANCE, 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 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 SAID SOUTHERLY RIGHT OF WAY OF THE LOS ANGELES COUNTY FLOOD CONTROL CHANNEL .

PARCEL 4:

THAT REAL PROPERTY SITUATED WITHIN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THAT LAND BOUND TO THE EAST IN PART BY THE NORTHWESTERLY RIGHT OF WAY LINE OF BARHAM BOULEVARD (FORMERLY PASS AVENUE AND HOLLYWOOD WAY), SAID LAND ALSO BOUND IN PART BY THE NORTHWESTERLY LINE OF THAT CERTAIN EASEMENT DEED RECORDED AS INSTRUMENT NUMBER 87-1240174 ON AUGUST 4, 1987 IN SAID COUNTY RECORDER'S OFFICE,

SAID LAND BOUND TO THE SOUTH AND SOUTHWEST BY SAID EASEMENT DEED RECORDED AS INSTRUMENT NUMBER 87-1240174 ON AUGUST 4, 1987 IN SAID COUNTY RECORDER'S OFFICE, SAID LAND BOUND TO THE WEST BY THE WESTERLY LINE OF LOT "F" 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, 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 PARTITIONS 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, SAID WESTERLY LINE ALSO BEING THE SOUTHEASTERLY BOUNDARY OF LOT 4 SHOWN ON THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED AS INSTRUMENT NUMBER 04-3404726 ON DECEMBER 30, 2004 IN SAID COUNTY RECORDER'S OFFICE;

SAID LAND BOUND TO THE NORTHWEST BY THE SOUTHEASTERLY LINE OF LOT 117 OF TRACT 7354, RECORDED IN BOOK 89 PAGES 76 THROUGH 81, INCLUSIVE, RECORDED IN SAID COUNTY, SAID SOUTHEASTERLY LINE ALSO BEING THE TRACT BOUNDARY OF SAID TRACT 7354;

SAID LAND BOUND TO THE NORTH AND NORTHEAST BY THAT PORTION OF THE SOUTHERLY, WESTERLY, AND SOUTHWESTERLY RIGHT OF WAY LINE OF BLAIR DRIVE LYING EAST AND SOUTHEAST OF THE INTERSECTION OF THE NORTHEASTERLY PROLONGATION OF SAID SOUTHEASTERLY BOUNDARY OF LOT 117 WITH BLAIR DRIVE AND LYING WEST OF THE INTERSECTION OF BLAIR DRIVE WITH BARHAM BLVD (FORMERLY PASS AVENUE AND HOLLYWOOD WAY);

INCLUSIVE OF THAT PORTION OF LAND DESCRIBED AS PARCEL 3 BEING A 30 FOOT WIDE EASMENT RECORDED IN BOOK 20780 PAGE 184 OF OFFICIAL RECORDS IN SAID COUNTY, EXCEPT THEREFROM TRACT 12953, RECORDED IN BOOK 263, PAGES 23 AND 24, RECORDED JANUARY 30, 1945 IN SAID COUNTY, ALSO EXCEPT TRACT 13167 AS RECORDED IN BOOK 264 PAGES 13 AND 14, IN SAID COUNTY TOGETHER WITH THAT PORTION SHOWN AS "NOT A PART OF THIS SUBDIVISION" ON SAID TRACT 13167 LYING IMMEDIATELY NORTHEAST OF AND ADJACENT TO LOT 2 OF SAID TRACT 13167.

PARCEL 5:

THAT REAL PROPERTY SITUATED IN THE RANCHO PROVIDENCIA, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 PAGE 244 OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID LAND ALSO DESCRIBED AS "PROVIDENCIA PARK TRACT" ON THE MAP OF THE SUBDIVISION OF THE RANCHO PROVIDENCIA AND SCOTT TRACT, AS PER MAP RECORDED IN BOOK 43 PAGES 47 THROUGH 59, INCLUSIVE, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT LAND BOUND TO THE NORTH AND NORTHWEST BY THE NORTHERLY LINE OF THE LAND DESCRIBED IN "EXHIBIT A" IN CORPORATION QUITCLAIM DEED RECORDED AS DOCUMENT NUMBER 224, RECORDED MARCH 8, 1974, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

SAID LAND BOUND TO THE WEST BY THE NORTHEASTERLY BOUNDARIES OF LOT "E" AND LOT "F" 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, 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 PARTITIONS 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, A PORTION OF SAID WESTERLY BOUNDARY OF SAID LAND ALSO BEING SHOWN AS THE NORTHEASTERLY BOUNDARY OF LOT 4 IN THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED AS INSTRUMENT NUMBER 04-3404726 OF OFFICIAL RECORDS, SAID CERTIFICATE OF COMPLIANCE FILED WITH THE COUNTY RECORDER IN SAID COUNTY ON DECEMBER 30, 2004, A PORTION OF SAID WESTERLY BOUNDARY OF SAID LAND ALSO BEING THAT LINE BEARING SOUTH 19-32-33 EAST 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, SHOWN ON SAID RECORD OF SURVEY AS BEING THE CORPORATION BOUNDARY OF THE CITY OF LOS ANGELES, A PORTION OF SAID WESTERLY BOUNDARY OF SAID LAND ALSO BEING THE NORTHEASTERLY BOUNDARY OF TRACT 7354 RECORDED IN MAP BOOK 89, PAGES 78 THROUGH 81, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER IN SAID COUNTY;

SAID LAND BOUND TO THE SOUTH BY THE SOUTH LINE OF RANCHO PROVIDENCIA AS PER THAT CERTAIN MAP RECORDED IN BOOK 1 PAGE 244 OF PATENTS, IN SAID COUNTY, SURVEYED AND LABELED AS SUCH IN LICENSED SURVEYORS MAP RECORDED IN RECORD OF SURVEY BOOK 22, PAGE 32, IN THE OFFICE OF THE COUNTY RECORDER IN SAID COUNTY;

SAID LAND BOUND TO THE EAST BY THE WESTERLY RIGHT OF WAY LINE OF BARHAM BOULEVARD, FORMERLY NAMED HOLLYWOOD WAY AND PASS AVENUE, HAVING A VARIABLE WIDTH.

EXHIBIT B
Description of Annexation Property

NBCUNIVERSAL ANNEXATION PROPERTY (FUTURE CITY PROPERTY)
LEGAL DESCRIPTION

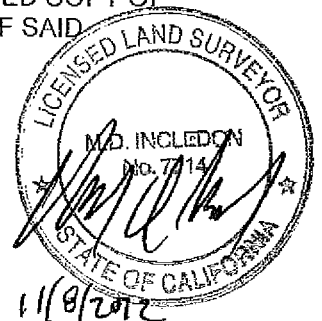
PARCEL 1:

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
Depiction of Annexation Property

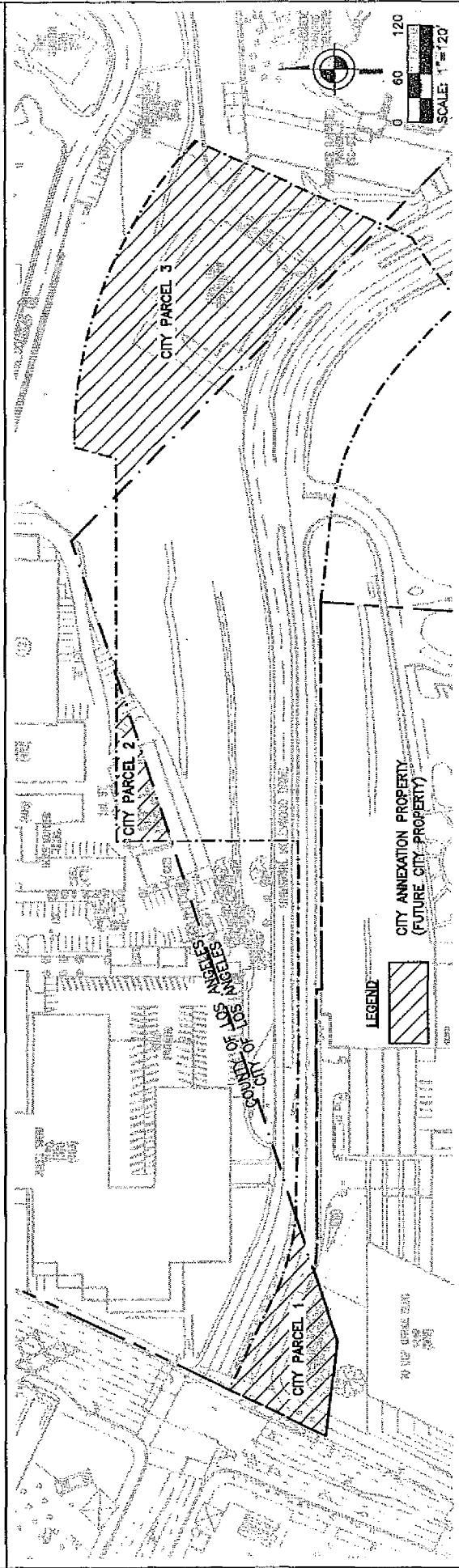
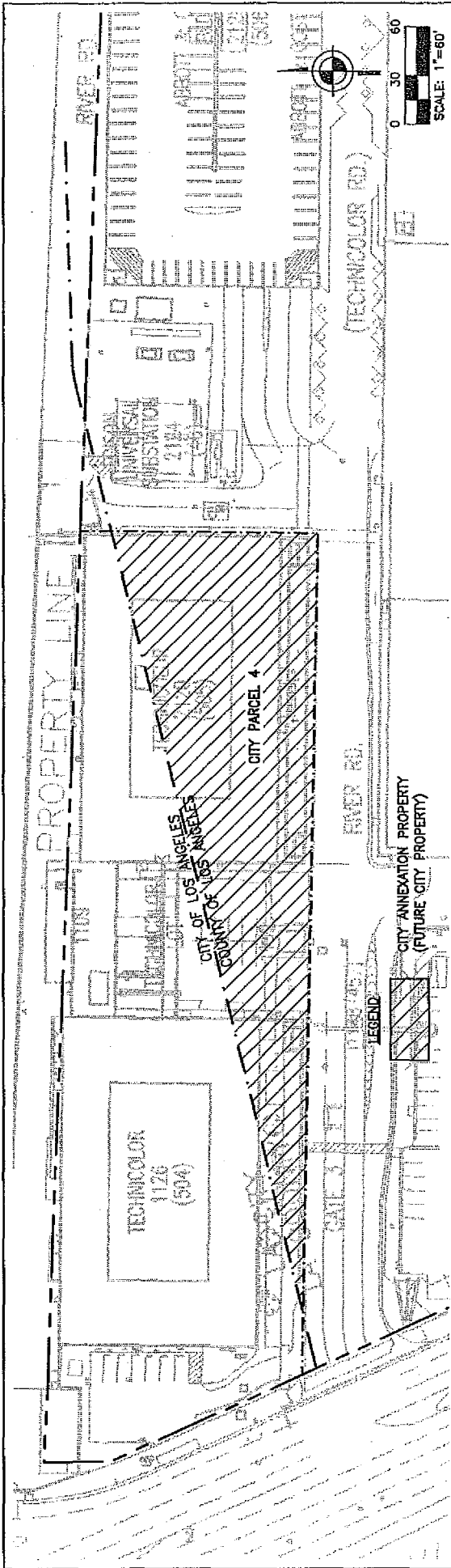


EXHIBIT D
Description of Detachment Property

NBCUNIVERSAL DETACHMENT PROPERTY (FUTURE COUNTY PARCEL)
LEGAL DESCRIPTION

PARCEL 1:

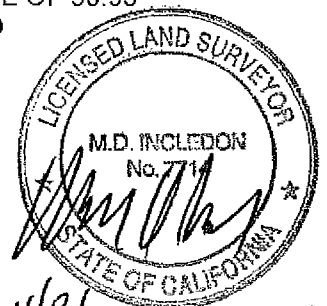
A PORTION OF LOT "D" AS SHOWN ON THE MAP OF THE PARTITION OF LOTS 275, 276, 277 AND 278 AND PART OF THE RIVERBED ADJOINING IN THE LANKERSHIM RANCH LAND AND WATER COMPANY'S SUBDIVISION, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 31 PAGES 39, ET 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:

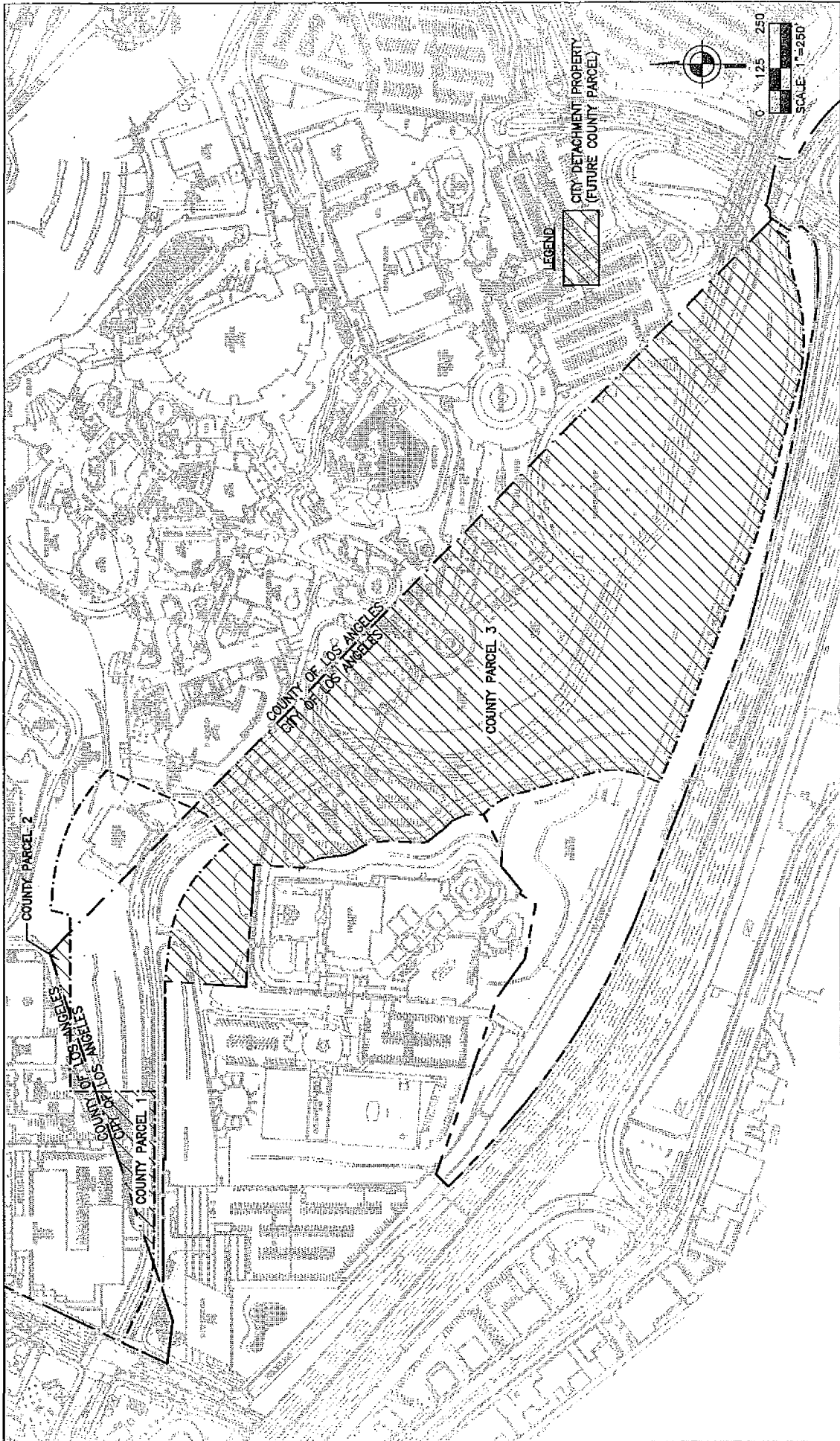
PORTIONS OF LAND WITHIN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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
Depiction of Detachment Property



NBC UNIVERSAL EVOLUTION PLAN - CITY DETACHMENT PROPERTY (FUTURE COUNTY PARCEL)
JANUARY 16, 2013

EXHIBIT F
Mitigation Monitoring and Reporting Program

DEPARTMENT OF CITY PLANNING

Mitigation Monitoring and Reporting
Program

NBC Universal Evolution Plan

Environmental Impact Report : ENV- 2007-254-EIR

State Clearinghouse No. 2007071036

October 23, 2012

NBC Universal Evolution Plan Project

Mitigation Monitoring and Reporting Program

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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 (*DEIR Fig. 202*)

Attachment I – Areas designated as high sensitivity for the presence of surface prehistoric archaeological sites (*DEIR Fig. 201*)

NBC Universal Evolution Plan Project

Mitigation Monitoring and Reporting Program

1. 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 program 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. For this MMRP, the City of Los Angeles is the Lead Agency for the Project. A MMRP is necessary only for impacts which would be significant if not mitigated.

An Environmental Impact Report has been prepared to address the potential environmental impacts of the Project. Where appropriate, the Environmental Impact Report includes recommended mitigation measures to avoid or substantially lessen the significant environmental impacts associated with the 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 developer as a feature of the Project, and are 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.

2. Purpose

It is the intent of this MMRP to:

1. Verify compliance of the Project Design Features, that are an integral part of the Project, and the required Mitigation Measures of the EIR;
2. Provide a methodology to document implementation of required mitigation;
3. Provide a record and status of the Project Design Features and Mitigation Measures;

4. Identify monitoring and enforcement agencies;
5. Establish and clarify administrative procedures for the clearance of the Project Design Features and Mitigation Measures;
6. Establish the frequency and duration of monitoring and reporting; and
7. Utilize the existing agency review processes wherever feasible.

3. Administrative Procedures

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 and the appropriate Enforcement Agency as provided for herein. All departments listed below are within the City of Los Angeles unless otherwise noted. The entity responsible for the implementation of all Project Design Features and Mitigation Measures shall be the Project Applicant or its successor unless otherwise noted. Additionally, unless otherwise specified in Project Design Features or Mitigation Measures, the City of Los Angeles shall have sole authority with regard to Projects built pursuant to the City jurisdiction and the County of Los Angeles shall have sole authority with regard to Projects built pursuant to the County Specific Plan. Project Design Features and Mitigation Measures applicable only to City of Los Angeles Projects are noted (Ci), those Project Design Features and Mitigation Measures applicable only to County of Los Angeles Projects are noted (Co), and Project Design Features and Mitigation Measures applicable to both City and County Projects are noted (Ci/Co).

As shown on the following pages, each required Mitigation Measure and Project Design Feature for the Project is listed and categorized by impact area, with accompanying discussion of:

- Enforcement Agency – the agency with the power to enforce the Mitigation Measure or Project Design Feature.
- Monitoring Agency – the agency to which reports involving feasibility, compliance, implementation and development are made.
- Monitoring Phase – the phase of the Project during which the Mitigation Measure or Project Design Feature shall be monitored.
- Monitoring Frequency – the frequency with which the Mitigation Measure or Project Design Feature shall be monitored.
- Action Indicating Compliance – the action of which the Enforcement or Monitoring Agency indicates that compliance with the required Mitigation Measure or Project Design Feature has been implemented.

4. Enforcement

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

5. Program Modification

After review and approval of the final MMRP by the Lead Agency, 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 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.

A.1 Land Use - Land Use Plans/Zoning

a. Project Design Features

No Project Design Features are identified in the Environmental Impact Report for this environmental issue.

b. Mitigation Measures

No Mitigation Measures are identified in the Environmental Impact Report for this environmental issue.

A.2 Land Use - Physical Land Use

a. Project Design Features

No Project Design Features are identified in the Environmental Impact Report for this environmental issue.

b. Mitigation Measures

No Mitigation Measures are identified in the Environmental Impact Report for this environmental issue.

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.

Prior to issuance of any certificate of occupancy for any Project within a phase, on- and off-site traffic Project Design Features and Mitigation Measures applicable for that Project shall be completed or suitably guaranteed to the satisfaction of the City of Los Angeles Department of Transportation. Prior to the issuance of the final certificate of occupancy for the final Project of the final phase, all required improvements in the entire Transportation Improvement Program, except as modified or revised as allowed above, shall be funded, completed, or resolved to the satisfaction of the City of Los Angeles Department of Transportation.

a. Project Design Features

Project Design Feature 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 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.

Enforcement Agency: City of Los Angeles, Department of Transportation or County of Los Angeles, Department of Public Works, as applicable

Monitoring Agency: City of Los Angeles, Department of Transportation or County of Los Angeles, Department of Public Works, as applicable

Monitoring Phase: Construction, Post-construction

Monitoring Frequency: Preliminary TDM plan prior to issuance of first building permit; Final TDM plan prior to the issuance of the permanent certificate of occupancy.

Action Indicating Compliance: Issuance of permanent certificate of occupancy; statement of compliance from the Department of Transportation.

Project Design Feature B-2: [DELETED]

Project Design Feature 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.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles, Department of Public Works, Bureau of Engineering; County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering; County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Pre-Construction; Construction

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed roadway improvements by City or County, as applicable (see Attachment B to this MMRP).

Project Design Feature 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.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles, Department of Public Works, Bureau of Engineering; County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering; County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Pre-Construction; Construction

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed roadway improvements by City or County, as applicable (see Attachment B to this MMRP).

Project Design Feature 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 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.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles, Department of Public Works,

Bureau of Engineering; County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering; County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Pre-Construction; Construction

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed roadway improvements by City or County, as applicable (see Attachment B to this MMRP).

Project Design Feature B-6 (Ci): The Project proposes to widen Lakeside Plaza Drive from the intersection with the Studio gate to Forest Lawn Drive in order to provide at least two travel lanes in each direction.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles, Department of Public Works, Bureau of Engineering.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering.

Monitoring Phase: Pre-Construction; Construction

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed roadway improvements by City (see Attachment B to this MMRP).

Project Design Feature 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.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles, Department of Public Works, Bureau of Engineering; County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering; County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Pre-Construction; Construction

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed roadway improvements by City or County, as applicable (see Attachment B to this MMRP).

Project Design Feature B-8 (Ci): The Project Applicant or its successor shall pay for up to five portable or small dynamic changeable message signs as part of the Hollywood Event Management infrastructure.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering.

Monitoring Phase: Pre-Construction; Construction

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding provided in accordance with the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Project Design Feature B-9 (Ci): Cahuenga Boulevard & Barham Boulevard (Intersection 47): In the event that the assumed base roadway

improvement of widening the westbound approach of Cahuenga Boulevard (West) to provide one through lane and one right-turn only lane is not completed by the time required by the Project's transportation improvement subphasing plan, the Project Applicant or its successor shall fund the assumed base improvement of widening the westbound approach of Cahuenga Boulevard (West) to provide two through lanes and one right-turn only.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering.

Monitoring Phase: Pre-Construction; Construction

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding provided in accordance with the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Project Design Feature B-10 (Ci): Cahuenga Boulevard & Odin Street (Intersection 67): In the event that the assumed base roadway improvement to provide three northbound through lanes on Cahuenga Boulevard is not completed by the time required by the Project's transportation improvement subphasing plan, the Project Applicant or its successor shall fund the assumed base roadway improvement to provide three northbound through lanes on Cahuenga Boulevard.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering.

Monitoring Phase: Pre-Construction; Construction

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding provided in accordance with the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Project Design Feature B-11 (Ci): The Project Applicant or its successor shall fund the addition of left turn arrows at the intersections identified in Attachment B.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering.

Monitoring Phase: Pre-Construction; Construction

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding provided in accordance with the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Project Design Feature B-12 (Ci): The Project Applicant or its successor shall fund the upgrade of the traffic signal controllers and the installation of CCTV cameras at the intersections listed in Attachment B.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering.

Monitoring Phase: Pre-Construction; Construction

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding provided in accordance with the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Project Design Feature B-13: [DELETED]

b. Mitigation Measures

Mitigation Measure B-1 (Ci): The Project Applicant or its successor shall implement the following:

- Provide one articulated bus to be operated by Metro to supplement the Metro Rapid 750 service (capacity = 66 seated/ 75 standing); and
- Pay the net operations and maintenance (O&M) costs for the new bus during peak hours (7:00 A.M. to 10:00 A.M. and 3:00 P.M. to 6:00 P.M.) for the first three years of the bus's operation and shall pay for the unsubsidized portion of these costs for an additional seven years of the bus's operation. Farebox revenues and state/federal transit subsidies shall be credited against operation and maintenance costs for years 1 through 10 of the bus' operation.

Enforcement Agency: City of Los Angeles, Department of Transportation; Los Angeles County Metropolitan Transit Authority.

Monitoring Agency: City of Los Angeles, Department of Transportation; Los Angeles County Metropolitan Transit Authority.

Monitoring Phase: Post-Construction; Operation.

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding provided in accordance with the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Mitigation Measure B-2 (Ci): The Project Applicant or its successor shall provide a local shuttle system which provides enhanced transit service for Project visitors, employees, and the surrounding community, focusing on providing connections to key destinations such as the Universal City Metro Red Line Station, downtown Burbank, Burbank Media District, Universal CityWalk, and other nearby destinations. Connections to regional transit service shall be provided at the Universal City Metro Red Line Station and the Downtown Burbank Metrolink Station. Approximately 15-minute headways shall be provided during the morning and afternoon peak hours, and 30-minute headways shall be provided during the off-peak hours.

This shuttle system shall consist of the following key features:

- Shuttle from Lakeside Plaza Drive to Universal City Metro Red Line Station – This shuttle would provide a connection between the Back Lot Area of the Project Site and the Universal City Metro Red Line Station and the Downtown Burbank shuttle. The shuttle would travel along Pass Avenue to connect with the Downtown Burbank shuttle and along Barham Boulevard and Cahuenga Boulevard West with stops at four or five locations, and then along Lankershim Boulevard to the Metro Red Line Station.
- Shuttle from Universal City Metro Red Line Station to Downtown Burbank Metrolink Station/Media District – This shuttle would provide a connection from the Universal City Metro Red Line station to the Downtown Burbank Metrolink Station and Burbank Media District. This shuttle is expected to travel along Lankershim Boulevard to Riverside Drive to Olive Avenue.
- Specially Equipped Buses – Buses shall be low emission or zero emission shuttle buses sized appropriate to their role within the Project. The buses shall be equipped with GPS (global positioning system) or other vehicle tracking system devices and communications systems in order to be able to provide the "Next Bus" locational and status information and to respond to calls from the extended service areas on a real-time basis.
- "Next Bus" Real-Time Information – Information on bus location and status shall be available over the Internet and at bus shelters.
- Bus Call Ability – Patrons at bus stops outside of the Project Site along the service routes shall have the ability to call for the shuttle bus at the shuttle bus stop; whereby the shuttle operator would proceed to the requested location. Information on the status of the bus and the anticipated wait time would then be given to the patron.
- Bus Shelters – All transit stops for the local shuttle system within the Project Site shall be provided with shelters, benches, shaded sidewalks, street lighting, ADA accessibility, and other pedestrian amenities.
- The shuttle system shall be guaranteed for 20 years. The final shuttle routes shall be subject to LADOT approval. The shuttle systems, routes, stops, headways, and hours of operation shall be reviewed travel periodically and may be modified with LADOT approval.

Enforcement Agency: City of Los Angeles, Department of Transportation; Los Angeles County Metropolitan Transit Authority.

Monitoring Agency: City of Los Angeles, Department of Transportation; Los Angeles County Metropolitan Transit Authority.

Monitoring Phase: Operation.

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Statement of compliance from the Los Angeles Department of Transportation.

Mitigation Measure B-3 (Ci): The Project Applicant or its successor shall construct a new 12-foot single-travel lane southbound on-ramp to the Hollywood Freeway from Universal Studios Boulevard.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering; CALTRANS.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering.

Monitoring Phase: Pre-Construction; Construction; Operation.

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed roadway improvements by City and CALTRANS (see Attachment B to this MMRP).

Mitigation Measure B-4 (Ci): The Project Applicant or its successor shall construct new southbound ramps and reconfigure/widen the existing northbound off-ramp at Universal Terrace Parkway (Campo de Cahuenga Way) and the existing southbound on-ramp at Ventura Boulevard to/from the Hollywood Freeway. This improvement is the subject of a Caltrans Project Study Report that was completed and approved by Caltrans in March 2009.

- a. Relocation of the existing Hollywood Freeway southbound on-ramp east of Fruitland Drive at Ventura Boulevard to the intersection of Fruitland Drive and Ventura Boulevard;
- b. Construction of a new southbound off-ramp to Ventura Boulevard connecting to Ventura Boulevard at its intersection with the above relocated Hollywood Freeway southbound on-ramp at Fruitland Drive;
- c. Installation of a signal at the intersection of Ventura Boulevard at the relocated Hollywood Freeway southbound on-ramp at Fruitland Drive; and
- d. Widening of the northbound off-ramp at Universal Terrace Parkway (Campo de Cahuenga Way) to provide a free-flow right-turn lane from the off-ramp onto eastbound Universal Terrace Parkway (Campo de Cahuenga Way).

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering; CALTRANS.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering; CALTRANS.

Monitoring Phase: Pre-Construction; Construction; Operation.

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed roadway improvements by City and CALTRANS (see Attachment B to this MMRP).

Mitigation Measure B-5 (Ci): The Project Applicant or its successor shall widen and restripe Barham Boulevard from Forest Lawn Drive/Lakeside Plaza Drive to Buddy Holly Drive to provide three contiguous southbound lanes, two northbound lanes, and left-turn pockets to minor streets throughout the length of the roadway section from Forest Lawn Drive/Lakeside Plaza Drive in the north to Buddy Holly Drive/Cahuenga Boulevard (East) in the South. The Project Applicant shall also plant trees along the Project Site frontage as part of the landscaping for the corridor.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering.

Monitoring Phase: Pre-Construction; Construction; Operation.

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed roadway improvements by City (see Attachment B to this MMRP).

Mitigation Measure B-6 (Ci/Co): The Project Applicant or its successor shall implement the following Lankershim Boulevard Corridor improvements:

- a. [DELETED];
- b. [DELETED];
- 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. Widen southbound Lankershim Boulevard at its intersection with Valleyheart Drive/James Stewart Avenue to provide an additional southbound left-turn lane (Ci);
- e. Widen Main Street at its intersection with Lankershim Boulevard to improve ingress/egress to/from the Project Site (Co);

- f. [DELETED];
- g. Restripe Campo de Cahuenga Way/Universal Hollywood Drive at its intersection with Lankershim Boulevard to provide an additional eastbound left-turn lane, and provide additional signal equipment to provide overlapping right-turn arrow signal indications for southbound Lankershim Boulevard (Ci);
- h. Restripe southbound Lankershim Boulevard at its intersection with Campo de Cahuenga Way/Universal Hollywood Drive to provide dual left-turn lanes, two through lanes, one shared through-right lane, and one right-turn lane (Ci);
- i. Widen northbound Lankershim Boulevard at the intersection with Campo de Cahuenga Way/Universal Hollywood Drive to provide dual left-turn lanes, two through lanes, one shared through-right lane, and one right-turn lane (Ci);
- 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. Restripe the Hollywood Freeway northbound off-ramp to provide one left-turn lane, a shared through/right-turn lane, and two right-turn lanes (Ci);
- l. Install a traffic signal with protected left-turn phasing for southbound Lankershim Boulevard at the intersection of Lankershim Boulevard & Muddy Waters Drive (Ci); and
- m. [DELETED].

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering; County of Los Angeles, Department of Public Works.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering; County of Los Angeles, Department of Public Works.

Monitoring Phase: Pre-Construction; Construction; Operation.

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed roadway improvements by City or County, as applicable (see Attachment B to this MMRP).

Mitigation Measure B-7 (Ci): The Project Applicant or its successor shall implement the following improvements associated with widening Forest Lawn Drive from Barham Boulevard/Lakeside Plaza Drive to the Ventura Freeway westbound ramps:

- a. Widen Forest Lawn Drive northbound approach at Zoo Drive to provide two through lanes and a right-turn lane;
- b. Widen Forest Lawn Drive southbound approach and southbound departure at Zoo Drive to provide an additional through lane;
- c. Widen Forest Lawn Drive southbound approach and southbound departure at the Ventura Freeway eastbound ramps to provide an additional through lane;
- d. Restripe Forest Lawn Drive southbound departure at the Ventura Freeway westbound ramps to provide an additional through lane; and
- e. Install a signal at the intersection of Forest Lawn Drive and Ventura Freeway westbound ramps.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering.

Monitoring Phase: Pre-Construction; Construction; Operation.

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed roadway improvements by City (see Attachment B to this MMRP).

Mitigation Measure B-8 (Ci): *Vineland Avenue & Moorpark Street (Intersection 11)*: The Project Applicant or its successor shall implement a southbound right-turn lane so that the Vineland Avenue southbound approach would have a left-turn lane, three through lanes, and a right-turn lane. In order to enhance safety by improving visibility, the improvement also includes removal of the raised medians on the north and south legs of the intersection to better align the northbound and southbound left-turn pockets.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering.

Monitoring Phase: Pre-Construction; Construction; Operation.

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed roadway improvements by City (see Attachment B to this MMRP).

Mitigation Measure B-9 (Ci): *Lankershim Boulevard & Riverside Drive (Intersection 19)*: The Project Applicant or its successor shall implement a westbound right-turn lane so that the Riverside Drive westbound approach would have a left-turn lane, two through lanes, and a right-turn lane.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering.

Monitoring Phase: Pre-Construction; Construction; Operation.

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed roadway improvements by City (see Attachment B to this MMRP).

Mitigation Measure B-10 (C): *Lankershim Boulevard & Moorpark Street (Intersection 20):* The Project Applicant or its successor shall implement an eastbound right-turn lane so that the Moorpark Street eastbound approach would have a left-turn lane, one through lane, and a right-turn lane. The right-turn lane would be operational only between 7 a.m. and 7 p.m.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering.

Monitoring Phase: Pre-Construction; Construction; Operation.

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed roadway improvements by City (see Attachment B to this MMRP).

~~**Mitigation Measure B-11:** [DELETED].~~

Mitigation Measure B-12 (C): *Cahuenga Boulevard & Riverside Drive (Intersection 29):* The Project Applicant or its successor shall fund the upgrade of the traffic signal controller and implement a westbound right-turn lane so that the Riverside Drive westbound approach would have a left-turn lane, two through lanes, and a right-turn lane. The improvement to the westbound approach would occur by restriping the current 24-foot shared through/right curb lane to a 14-foot right-turn lane.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering.

Monitoring Phase: Pre-Construction; Construction; Operation.

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed roadway improvements by City (see Attachment B to this MMRP).

Mitigation Measure B-13 (Ci): *Cahuenga Boulevard & Moorpark Street (Intersection 30):* The Project Applicant or its successor shall implement a northbound right-turn lane so that the Cahuenga Boulevard northbound approach would have a left-turn lane, two through lanes, and a right-turn lane. However, this proposed physical mitigation is in conflict with a recent plan adopted for Cahuenga Boulevard that proposes to downgrade Cahuenga Boulevard from Secondary Highway standards to Collector Street standards. Therefore, per the Los Angeles Department of Transportation direction, the environmental analysis conservatively assumes that the proposed physical improvement would not be implemented.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering.

Monitoring Phase: Pre-Construction; Construction; Operation.

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed roadway improvements by City (see Attachment B to this MMRP). However, per the Los Angeles Department of Transportation, it is conservatively assumed that the proposed physical improvement would not be implemented.

Mitigation Measure B-14: [DELETED]

Mitigation Measure B-15 (Ci): *Cahuenga Boulevard & Valley Spring Lane (Intersection 32):* Based on consultation with the Los Angeles Department of Transportation, this intersection would be monitored as part of the Neighborhood Traffic Management program outlined in Attachment B to this MMRP as mitigation for Neighborhood Intrusion impacts, and signalization would be installed when traffic volumes warrant signalization of the intersection should this occur. The Project Applicant or its successor shall signalize the intersection with permitted left-turn phasing for all approaches when warranted.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering.

Monitoring Phase: Operation

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed signalization improvements by City (see Attachment B to this MMRP).

Mitigation Measure B-16 (Ci): *Ledge Avenue/Moorpark Way & Riverside Drive (Intersection 40):* In addition to funding the upgrade of the traffic signal controller, the Project Applicant or its successor shall remove the raised median on the east leg of the intersection to accommodate an additional left-turn lane on the westbound approach of Riverside Drive. The Applicant shall be responsible for the relocation of the median island and a community monument sign to an alternate location.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering.

Monitoring Phase: Pre-Construction; Construction; Operation.

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed roadway improvements by City (see Attachment B to this MMRP).

Mitigation Measure B-17: [DELETED]

Mitigation Measure B-18 (Ci): *Barham Boulevard and Cahuenga Boulevard (Intersection 47):* The Project Applicant or its successor shall widen Cahuenga Boulevard westbound approach to provide two westbound through lanes and one exclusive westbound right-turn lane. This improvement requires use of Caltrans right-of-way. If this right-of-way is not available, a significant impact would remain at this intersection in the afternoon peak hour.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering.

Monitoring Phase: Pre-Construction; Construction; Operation.

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed roadway improvements by City (see Attachment B to this MMRP).

Mitigation Measure B-19 (Ci): *Barham Boulevard and Buddy Holly Drive/Cahuenga Boulevard (Intersection 48):* The Project Applicant or its successor shall (1) widen the Cahuenga Boulevard westbound approach to provide a separate left-turn only lane, (2) add a southbound right-turn lane so that the Barham Boulevard southbound approach would have three through lanes and a right-turn lane, and (3) fund the upgrade of the traffic signal controllers.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering.

Monitoring Phase: Pre-Construction; Construction; Operation.

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed roadway improvements by City (see Attachment B to this MMRP).

Mitigation Measure B-20 (Ci): *Barham Boulevard and Lakeside Plaza Drive/Forest Lawn Drive (Intersection 55):* The Project Applicant or its successor shall (1) widen the intersection to improve access to/from the Project Site, (2) provide two left-turn lanes, two through lanes, and one right-turn lane on the eastbound approach, (3) two left-turn lanes, one shared through/left-turn lane and one right-turn lane on the westbound approach, (4) one left-turn lane, two through lanes, and one shared through/right-turn lane on the southbound approach, and (5) upgrade the signal system to provide split phasing for the east-west approaches.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering.

Monitoring Phase: Pre-Construction; Construction; Operation.

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed roadway improvements by City (see Attachment B to this MMRP).

~~Mitigation Measure B-21: [DELETED]~~

Mitigation Measure B-22 (Ci): *Ventura Freeway eastbound on-ramp & Riverside Drive (Intersection 15):* The Project Applicant or its successor shall:

(1) signalize the intersection with protected left-turn phasing for the eastbound approach; (2) restripe the west leg of the intersection to provide an additional eastbound left-turn lane so that the Riverside Drive eastbound approach has dual left-turn lanes and two through lanes; and (3) install a crosswalk on the east leg of the intersection. It should be noted that the satisfaction of a traffic signal warrant shall not in itself require the installation of a signal. The decision on whether a traffic signal should be installed will be made by the City of Los Angeles Department of Transportation and Caltrans at the time of the proposed improvement taking into consideration other factors such as spacing with adjacent signalized intersections and interruption to traffic flow along the major street. Depending on the spacing of adjacent signalized intersections and the traffic flow, it may not be feasible to install a signal at the unsignalized intersection.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering; CALTRANS.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering; CALTRANS.

Monitoring Phase: Pre-Construction; Construction; Operation.

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed improvements by City and CALTRANS (see Attachment B to this MMRP).

Mitigation Measure B-23: *Cahuenga Boulevard & Ventura Freeway eastbound ramps (Intersection 28):* The Project Applicant or its successor shall (1) widen or contribute to the widening of the Ventura Freeway eastbound off-ramp to provide one left-turn lane, one shared left/right-turn lane, and one right-turn lane. (2) widen or contribute to the widening of the eastbound on ramp to provide two lanes past the ramp meters, and (3) fund the upgrade of the traffic signal controllers.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering; CALTRANS.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering; CALTRANS.

Monitoring Phase: Pre-Construction; Construction; Operation.

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed improvements by City and CALTRANS (see Attachment B to this MMRP).

~~Mitigation Measure B-24: [DELETED]~~

~~Mitigation Measure B-25: [DELETED]~~

Mitigation Measure B-26 (Ci): *Cahuenga Boulevard & Hollywood Freeway southbound ramps (Intersection 162):* The Project Applicant or its successor shall signalize the intersection with permitted left-turn phasing for the southbound approach. It should be noted that the satisfaction of a traffic signal warrant shall not in itself require the installation of a signal. The decision on whether a traffic signal should be installed will be made by the City of Los Angeles Department of Transportation and Caltrans at the time of the proposed improvement taking into consideration other factors such as spacing with adjacent signalized intersections and interruption to traffic flow along the major street. Depending on the spacing of adjacent signalized intersections and the traffic flow, it may not be feasible to install a signal at the unsignalized intersection.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering; CALTRANS.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering; CALTRANS.

Monitoring Phase: Pre-Construction; Construction; Operation.

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding or guarantee provided in accordance with the phasing program of the Transportation

Improvement Program, or acceptance of completed improvements by City and CALTRANS (see Attachment B to this MMRP).

Mitigation Measure B-27 (Ci): *Pass Avenue & Verdugo Lane (Intersection 75):*

The Project Applicant or its successor shall provide additional signal equipment to connect the intersection to the City of Burbank's Traffic Signal Interconnect & Signal Timing System and Citywide Signal Control System.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering; City of Burbank Planning and Transportation Division.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Burbank Planning and Transportation Division.

Monitoring Phase: Pre-Construction; Construction; Operation.

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed improvements by City of Burbank (see Attachment B to this MMRP).

Mitigation Measure B-28 (Ci): *Pass Avenue and Oak Street (Intersection 76):*

The Applicant or its successor shall provide or contribute to the implementation of additional signal equipment to connect the intersection to the City of Burbank's Traffic Signal Interconnect & Signal Timing System and Citywide Signal Control System.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering; City of Burbank Planning and Transportation Division.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Burbank Planning and Transportation Division.

Monitoring Phase: Pre-Construction; Construction; Operation.

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed improvements by City of Burbank (see Attachment B to this MMRP).

Mitigation Measure B-29 (Ci): *Evergreen Street/Riverside Drive & Alameda Avenue (Intersection 77):* The Project Applicant or its successor shall provide additional signal equipment to connect the intersection to the City of Burbank's Citywide Signal Control System.

Additional mitigation in response to the Burbank Analysis is as follows. The Project Applicant or its successor shall implement or contribute to the implementation of a widening of the Riverside Drive eastbound approach to provide dual right-turn lanes.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering; City of Burbank Planning and Transportation Division.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Burbank Planning and Transportation Division.

Monitoring Phase: Pre-Construction; Construction; Operation.

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed improvements by City of Burbank (see Attachment B to this MMRP).

Mitigation Measure B-30 (Ci): *Pass Avenue & Ventura Freeway eastbound off-ramp (Intersection 78):* The Project Applicant or its successor shall provide additional signal equipment to connect the intersection to the City of Burbank's Traffic Signal Interconnect & Signal Timing System and Citywide Signal Control System.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering; City of Burbank Planning and Transportation Division; CALTRANS.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Burbank Planning and Transportation Division; CALTRANS.

Monitoring Phase: Pre-Construction; Construction; Operation.

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed improvements by City of Burbank and CALTRANS (see Attachment B to this MMRP).

Mitigation Measure B-31 (Ci): *Pass Avenue & Alameda Avenue (Intersection 79):*

The Project Applicant or its successor shall: (1) provide additional signal equipment to connect the intersection to the City of Burbank's Citywide Signal Control System, and (2) implement a westbound right-turn lane so that the Riverside Drive westbound approach would have a left-turn lane, two through lanes, and a right-turn lane.

Additional mitigation in response to the Burbank Analysis is as follows. The Project Applicant or its successor shall: (1) restrict the northbound left-turn movement from Pass Avenue onto westbound Alameda Avenue, and (2) extend the dual left-turn lanes on the Pass Avenue southbound approach at the intersection of Pass Avenue & Riverside Drive to the intersection of Pass Avenue & Alameda Avenue.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering; City of Burbank Planning and Transportation Division.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Burbank Planning and Transportation Division.

Monitoring Phase: Pre-Construction; Construction; Operation.

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed improvements by City of Burbank (see Attachment B to this MMRP).

Mitigation Measure B-32: [DELETED]

Mitigation Measure B-33 (Ci): *Pass Avenue & Olive Avenue (Intersection 81):*

The Applicant or its successor shall widen Pass Avenue to install an additional northbound left-turn lane on Pass Avenue and provide or contribute to the implementation of additional signal equipment to connect the intersection to the City of Burbank's Traffic Signal Interconnect & Signal Timing System and Citywide Signal Control System.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles, Department of Public Works, Bureau of Engineering; City of Burbank Planning and Transportation Division.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Los Angeles, Department of Public Works, Bureau of Engineering; City of Burbank Planning and Transportation Division.

Monitoring Phase: Pre-Construction; Construction; Operation.

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed improvements by City of Burbank (see Attachment B to this MMRP).

Mitigation Measure B-34 (Ci): *Olive Avenue & Warner Brothers Studios Gate 2/Gate 3 (Intersection 82):* The Project Applicant or its successor shall provide additional signal equipment to connect the intersection to the City of Burbank's Citywide Signal Control System.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering; City of Burbank Planning and Transportation Division.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Burbank Planning and Transportation Division.

Monitoring Phase: Pre-Construction; Construction; Operation.

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed improvements by City of Burbank (see Attachment B to this MMRP).

Mitigation Measure B-35 (Ci): *Olive Avenue & Warner Brothers Studios Gate 1/ Lakeside Drive (Intersection 83):* The Project Applicant or its successor shall implement an eastbound right-turn lane so that the Lakeside Drive eastbound approach would have a shared through/left lane and a right-turn lane.

Additional mitigation in response to the Burbank Analysis is as follows. The Project Applicant or its successor shall provide or contribute to the provision of additional signal equipment to connect the intersection to the City of Burbank's Citywide Signal Control System.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering; City of Burbank Planning and Transportation Division.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Burbank Planning and Transportation Division.

Monitoring Phase: Pre-Construction; Construction; Operation.

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed improvements by City of Burbank (see Attachment B to this MMRP).

Mitigation Measure B-36 (Ci): *Hollywood Way & Alameda Avenue (Intersection 84):* Additional mitigation in response to the Burbank analysis is as follows: The Project Applicant or its successor shall provide additional signal equipment to connect the intersection to the City of Burbank's Traffic Signal Interconnect & Signal Timing System and Citywide Signal Control System.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering; City of Burbank Planning and Transportation Division.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Burbank Planning and Transportation Division.

Monitoring Phase: Pre-Construction; Construction; Operation.

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed improvements by City of Burbank (see Attachment B to this MMRP).

Mitigation Measure B-37 (Ci): *Hollywood Way & Olive Avenue (Intersection 86):* Additional mitigation in response to the Burbank analysis is as follows: The Project Applicant or its successor shall provide additional signal equipment to connect the intersection to the City of Burbank's Traffic Signal Interconnect & Signal Timing System and Citywide Signal Control System.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering; City of Burbank Planning and Transportation Division.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Burbank Planning and Transportation Division.

Monitoring Phase: Pre-Construction; Construction; Operation.

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed improvements by City and City of Burbank (see Attachment B to this MMRP).

Mitigation Measure B-38 (Ci): *Olive Avenue & Riverside Drive (Intersection 87):* Additional mitigation in response to the Burbank analysis is as follows: Project Applicant or its successor shall provide or contribute to the implementation of additional signal equipment to connect the intersection to the City of Burbank's Traffic Signal Interconnect & Signal Timing System and Citywide Signal Control System.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering; City of Burbank Planning and Transportation Division.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Burbank Planning and Transportation Division.

Monitoring Phase: Pre-Construction; Construction; Operation.

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed improvements by City of Burbank (see Attachment B to this MMRP).

Mitigation Measure B-39 (Ci): *Verdugo Avenue between Hollywood Way (Intersection 153) and Buena Vista Street (Intersection 155).* The Applicant or its successor shall provide or contribute to the implementation of additional signal equipment to connect the intersection to the City of Burbank's Traffic Signal Interconnect & Signal Timing System and Citywide Signal Control System at the following intersections within this corridor:

- Verdugo Avenue and Hollywood Way;
- Verdugo Avenue and California Street;
- Verdugo Avenue and Catalina Street; and
- Verdugo Avenue and Buena Vista Street.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering; City of Burbank Planning and Transportation Division.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Burbank Planning and Transportation Division.

Monitoring Phase: Pre-Construction; Construction; Operation.

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding or guarantee provided in accordance with the phasing program of the Transportation Improvement Program, or acceptance of completed improvements by City of Burbank (see Attachment B to this MMRP).

Mitigation Measure B-40 (Ci): Pursuant to the schedule established in the final adopted subphasing program, the Applicant or its successor shall provide funding pursuant to a mechanism reasonably acceptable to the City of Burbank Department of Transportation in an amount up to a total of \$150,000 for a Timing Plan Study and up to a total of \$800,000 for Adaptive Traffic Control System software and hardware.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering; City of Burbank Planning and Transportation Division.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Burbank Planning and Transportation Division.

Monitoring Phase: Pre-Construction; Construction; Operation.

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding provided in accordance with the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Mitigation Measure B-41 (Ci): Pursuant to the schedule established in the final adopted subphasing program, the Applicant or its successor shall provide funding pursuant to a mechanism reasonably acceptable to the City of Burbank Department of Transportation in an amount up to \$500,000 for Intelligent Transportation Systems equipment for interconnection of signal equipment between the Cities of Burbank and Los Angeles along the Barham Boulevard and Olive Avenue corridor.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering; City of Burbank Planning and Transportation Division.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Burbank Planning and Transportation Division.

Monitoring Phase: Pre-Construction; Construction; Operation .

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding provided in accordance with the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Mitigation Measure B-42: [DELETED]

Mitigation Measure B-43 (Ci/Co): All construction workers shall be prohibited from parking on neighborhood streets offsite. To the extent that parking would not be 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.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Construction

Monitoring Frequency: On-going at the discretion of the City of Los Angeles or County of Los Angeles, as applicable.

Action Indicating Compliance: Field inspection.

Mitigation Measure 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 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Pre-Construction; Construction

Monitoring Frequency: Prior to issuance of building permit; Ongoing at the discretion of the City of Los Angeles or County of Los Angeles, as applicable.

Action Indicating Compliance: Issuance of building permit; statement of compliance from the Los Angeles Department of Transportation and City of Los Angeles Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Mitigation Measure B-45 (Ci): The Project Applicant or its successor shall provide funding pursuant to a mechanism, reasonably acceptable to the Los Angeles Department of Transportation in an amount up to \$300,000 for implementation of the Los Angeles Department of Transportation's Neighborhood Traffic Management Plan process for the Project set forth in Attachment B of this MMRP. Eligible communities shall include the residential neighborhoods within the boundaries listed below and as shown in Attachment B of this MMRP:

- a. Riverside Drive to the north, Cartwright Avenue to the east, Landale Street/Woodbridge Street to the south, and Vineland Avenue/Lankershim Boulevard to the west;
- b. Kling Street to the north, Lankershim Boulevard to the east, the SR 134 freeway to the south, and Vineland Avenue to the west;

- c. Sarah Street to the north, Ledge Avenue/Placidia Avenue to the east, Valley Spring Lane/Moorpark Street to the south, and Cahuenga Boulevard to the west;

Enforcement Agency: City of Los Angeles, Department of Transportation.

Monitoring Agency: City of Los Angeles, Department of Transportation.

Monitoring Phase: Pre-Construction; Construction; Operation.

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding provided in accordance with the Neighborhood Traffic Management Plan process set forth in Attachment B of this MMRP.

Mitigation Measure B-46 (Ci): The Project Applicant or its successors shall make a fair-share contribution as determined by Caltrans toward any improvements to the study on- and off-ramps that would mitigate the Project's on- and off-ramp impacts and that are implemented by the year 2030.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering; CALTRANS.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering; CALTRANS.

Monitoring Phase: Pre-Construction; Construction

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding provided to CALTRANS.

Mitigation Measure B-47 (Ci): The Project Applicant or its successors shall make a fair-share contribution as determined by Caltrans toward any improvements to the study freeway segments that would mitigate the Project's freeway segment impacts and that are implemented by the year 2030.

Enforcement Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering; CALTRANS.

Monitoring Agency: City of Los Angeles, Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering; CALTRANS.

Monitoring Phase: Pre-Construction; Construction

Monitoring Frequency: At the implementation of the applicable phase described in the phasing program of the Transportation Improvement Program (see Attachment B to this MMRP).

Action Indicating Compliance: Funding provided to CALTRANS.

B.2 Traffic/Access - Parking

a. Project Design Features

No Project Design Features are identified in the Environmental Impact Report for this environmental issue.

b. Mitigation Measures

No Mitigation Measures are identified in the Environmental Impact Report for this environmental issue.

C. Noise

a. Project Design Features

Project Design Feature C-1 (Ci/Co): The Project shall not utilize pile driving machinery as part of its construction equipment mix.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Construction.

Monitoring Frequency: Continuous compliance with agency requirements.

Action Indicating Compliance: Field inspection sign-off.

Project Design Feature C-2 (C1): Additional Construction and Grading Sound Requirements. In addition to the requirements contained within the Municipal Code and prior to the issuance of grading permits, the Project Applicant shall provide proof satisfactory to the City of Los Angeles Department of Building and Safety that all construction contractors have been required in writing to comply with the City Noise Ordinance. The contractor of Applicant shall design a Construction Noise Mitigation Plan which would include a noise hotline to enable the public to call and address specific issues or activities that may be causing problems at offsite locations. The Construction Noise Mitigation Plan shall also provide a telephone number for the adjacent homeowner associations and Forest Lawn Memorial-Park Association to contact construction management personnel during normal business hours. The Construction Noise Mitigation Plan shall also include measures to mitigate construction noise to comply with the City Noise Ordinance. Such measures shall include:

1. Use of the most current methods of equipment noise control.
2. Ensure that construction equipment is fitting with modern sound-reduction equipment.
3. Use of highly efficient mufflers.
4. Use of air inlet silencers on motors.
5. Enclosures on motor compartments.
6. Staging certain high noise-generating activities to take place during mid-day when less people are at home or ambient noise levels in the receptor areas are at their higher levels.
7. Scheduling construction and demolition activities to the extent feasible so as to avoid operating several pieces of equipment simultaneously, which causes high noise levels.
8. Provide for the location of construction staging areas to be situated and operated in manners which will avoid direct interference with and impact upon existing residential streets outside of the boundaries of the Project Site.
9. Comply with all applicable requirements to shield and screen staging areas to minimize any associated noise impacts.

Enforcement Agency: City of Los Angeles, Department of Building and Safety.

Monitoring Agency: City of Los Angeles, Department of Building and Safety.

Monitoring Phase: Construction.

Monitoring Frequency: Periodic during construction operations.

Action Indicating Compliance: Field inspection sign-off.

Project Design Feature C-3 (Ci): Additional Sound Requirements. In addition to the requirements contained within Chapter XI (Noise Regulation) of the Municipal Code, for operational noise other than noise related to production noise related to production activities as set forth below, no Project sound sources within the City portions of the Project Site shall generate sound levels which exceed the following criteria at an off-site residential property:

1. Between 7:00 a.m. and 10:00 p.m.:
 - a. L_{50} of 50 dBA or the Ambient Noise Level if greater than 50 dBA.
 - b. L_{MAX} of 70 dBA or the Ambient Noise Level if greater than 70 dBA.
2. Between 10:00 p.m. and 7:00 a.m.:
 - a. L_{50} of 45 dBA or the Ambient Noise Level if greater than 45 dBA.
 - b. L_{MAX} of 65 dBA or the Ambient Noise Level if greater than 65 dBA.

For purposes of this Project Design Feature, Ambient noise Level is the level of environmental noise as measured at a given location. This measured level includes the composite of noise from all sources in the vicinity of the measurement location.

For purposes of this Project Design Feature, dBA is the sound pressure level in decibels as measured in an A-weighting filter network. The A-weighting de-emphasizes the very low frequency components of the sound in a manner similar to the frequency response of the human ear and correlates with subjective reactions to noise.

For purposes of this Project Design Feature, L_{50} is the symbol used to designate the level of a time-varying sound, measured in dBA, which cannot be exceeded for a cumulative period of more than 30

minutes in any hour. L_{max} is the symbol used to designate the maximum sound level measured in dBA which cannot be exceeded for any period of time.

Exemptions. Motion picture, television, video, digital and other media related production activities shall be not subject to the sound attention provisions of this Project Design Feature. For purposes of this Project Design Feature, Ambient noise Level is the level of environmental noise as measured at a given location.

Enforcement Agency: City of Los Angeles, Department of Building and Safety.

Monitoring Agency: City of Los Angeles, Department of Building and Safety.

Monitoring Phase: Operational.

Monitoring Frequency: Occasional as required.

Action Indicating Compliance: Field inspection sign-off.

b. Mitigation Measures

Mitigation Measure 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Construction.

Monitoring Frequency: Continuous compliance with agency requirements.

Action Indicating Compliance: Field inspection sign-off.

Mitigation Measure 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., except that no hauling shall occur along Forest Lawn Drive during this time.

Exceptions

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).

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Construction.

Monitoring Frequency: Continuous compliance with agency requirements.

Action Indicating Compliance: Field inspection sign-off.

Mitigation Measure C-3 (CI): When Project construction in the Back Lot Area occurs on the southeastern portion of the proposed grading area as shown on Attachment C to this MMRP:

All construction equipment, with the exception of small bulldozers and loading trucks or equivalent construction equipment with a peak particle velocity in the range of 0.003 to 0.076 inches/ second, shall operate no closer than 30 feet from the property line adjacent to the Hollywood Manor receptor area.

All loading trucks shall operate no closer than 15 feet from the property line.

Enforcement Agency: City of Los Angeles, Department of Building and Safety.

Monitoring Agency: City of Los Angeles, Department of Building and Safety.

Monitoring Phase: Construction.

Monitoring Frequency: Continuous compliance with agency requirements.

Action Indicating Compliance: Field inspection sign-off.

Mitigation Measure C-4): [DELETED]

Mitigation Measure C-5 (Ci): 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.

Enforcement Agency: City of Los Angeles, Department of Health Services.

Monitoring Agency: City of Los Angeles, Department of Building and Safety.

Monitoring Phase: Construction.

Monitoring Frequency: Once upon exceeding 78 haul trips.

Action Indicating Compliance: Sign-off on monitoring or noise report if below 5 decibel threshold or installation of noise barrier if above threshold.

Mitigation Measure C-6 (Ci): 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 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety; City of Los Angeles, Department of Transportation.

Monitoring Agency: City of Los Angeles, Department of Building and Safety; City of Los Angeles, Department of Transportation.

Monitoring Phase: Construction.

Monitoring Frequency: Continuous compliance with agency requirements.

Action Indicating Compliance: Field inspection.

Mitigation Measure C-7 (Ci): Prior to the issuance of a 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:

Enforcement Agency: City of Los Angeles, Department of Building and Safety; City of Los Angeles, Department of Transportation.

Monitoring Agency: City of Los Angeles, Department of Building and Safety; City of Los Angeles, Department of Transportation.

Monitoring Phase: Prior to issuance of haul route permit.

Monitoring Frequency: Once ten days in advance of haul route hearing.

Action Indicating Compliance: Submittal of haul route hearing notice ten days in advance of hearing to Forest Lawn Memorial-Park Association and the City of Los Angeles Department of City Planning.

D. Visual Qualities- Aesthetics

a. Project Design Features

Project Design Feature D-1 (Ci): No unscreened rooftop parking shall be permitted on any parking structure within 500 feet of a property line of the Hollywood Manor residential area.

Enforcement Agency: City of Los Angeles, Department of Building and Safety.

Monitoring Agency: City of Los Angeles, Department of Building and Safety.

Monitoring Phase: Pre-Construction.

Monitoring Frequency: Once, prior to issuance of building permit.

Action Indicating Compliance: Issuance of building permit.

Project Design Feature D-2 (Ci): All rooftop equipment, with the exception of communication facilities, shall be vertically screened from the view of public pedestrian locations within 500 feet of the boundaries of the Project Site. Screening may include landscaping, walls, or fences to visually buffer the rooftop equipment. Non-vegetative screening materials shall complement the architecture of the structure. Screening of rooftop equipment from views from above is not required.

Enforcement Agency: City of Los Angeles, Department of Building and Safety.

Monitoring Agency: City of Los Angeles, Department of Building and Safety.

Monitoring Phase: Pre-Construction.

Monitoring Frequency: Once, prior to issuance of building permit.

Action Indicating Compliance: Issuance of building permit.

Project Design Feature D-3 (Ci): With the exception of sets/façades and production activities, all outdoor storage areas shall be screened from view of public pedestrian locations within 500 feet of the boundaries of the Project Site. Non-vegetative screening shall be comprised of materials complementary to nearby buildings. Chain link fence shall only be used as screening in conjunction with the use of slates, mesh, fabric, or vegetation. Screening may include landscaping, walls, or fences to visually buffer outdoor storage areas. Screening of outdoor storage areas from views from above is not required.

Enforcement Agency: City of Los Angeles, Department of Building and Safety.

Monitoring Agency: City of Los Angeles, Department of Building and Safety.

Monitoring Phase: Pre-Construction.

Monitoring Frequency: Once, prior to issuance of building permit.

Action Indicating Compliance: Issuance of building permit.

Project Design Feature D-4 (Ci): Appropriate screening shall be provided so that retaining walls are visually compatible with the hillside through one or more of the following methods:

1. Wall façade treatments, such as treated, textured, designed, colored, or decorated walls.
2. Landscaping, including a variety of plant materials, such as cascading plants or vines, trees, shrubs, and groundcover.
3. Drainage devices shall be treated to closely blend into the surrounding materials and shall be placed to conceal the drain from public view.

Enforcement Agency: City of Los Angeles, Department of Building and Safety.

Monitoring Agency: City of Los Angeles, Department of Building and Safety.

Monitoring Phase: Pre-Construction.

Monitoring Frequency: Once, prior to issuance of building permit.

Action Indicating Compliance: Issuance of building permit.

b. Mitigation Measures

No Mitigation Measures are identified in the Environmental Impact Report for this environmental issue.

E.1 Light and Glare - Natural Light

a. Project Design Features

No Project Design Features are identified in the Environmental Impact Report for this environmental issue.

b. Mitigation Measures

Mitigation Measure 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.

Enforcement Agency: City of Los Angeles, Department of City Planning or County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Agency: City of Los Angeles, Department of City Planning or County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Phase: Design; Pre-Construction

Monitoring Frequency: Considered/incorporated as appropriate during project design and checked during condition clearance by the City or Substantial Conformance Review by County, as applicable.

Action Indicating Compliance: Condition clearance by City or Substantial Conformance Review approval by County, as applicable.

Mitigation Measure 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.

Enforcement Agency: County of Los Angeles, Department of Regional Planning.

Monitoring Agency: County of Los Angeles, Department of Regional Planning.

Monitoring Phase: Design; Pre-Construction

Monitoring Frequency: Considered/incorporated as appropriate during project design and checked during Substantial Conformance Review by County.

Action Indicating Compliance: Substantial Conformance Review approval by County.

~~Mitigation Measure E.1-3:~~ [DELETED]

~~Mitigation Measure E.1-4:~~ [DELETED]

E.2 Light and Glare - Artificial Light

a. Project Design Features

Project Design Feature E-2-1 (Ci): Except as provided below, new project lighting fixtures shall comply with the following requirements.

1. Light fixtures (bulbs or other source) that exceed 300 candelas (approximately equivalent to a 200-watt incandescent light bulb) within the range from 45 degrees above horizontal to 21 degrees below horizontal as measured at the light fixture shall not be visible from off-site residential property. For purposes of implementing this requirement, "not visible" shall mean: i) that the light fixture (bulb or other source) shall not be directly visible from the lot on which the residential use is located; or ii) that the light fixture (bulb or other source) is a minimum of 2000 feet in distance from residential use. Various forms of screening measures, which may or may not be physically attached to the light fixture, may be utilized in order to comply with this provision. Such screening measures may include, but are not limited to shielding measures attached to the light fixture or structure, other building or structures, non-deciduous landscaping or landscape trellises and louver systems.
2. Construction lighting shall be shielded or directed to restrict any direct illumination onto off-site residential property.
3. Exceptions. The following are not subject to the above provisions of this Project Design Feature, but remain subject to the requirement of the City Building Code:
 - a. Production Activities. Light fixtures and lighting associated with production activities and outdoor special lighting effects.
 - b. Decorative lights, which are temporarily installed between September 1 and January 15 of the next year.
 - c. Emergency light fixtures or temporary lighting used for repair or construction as required by governmental agencies.
 - d. Light fixtures owned or controlled by any public agency for the purpose of directing or controlling navigation, traffic or highway or street illumination.
 - e. Lighting associated with signs shall comply with regulations in Universal City Sign District Ordinance and shall not be subject to lighting provisions set forth above.

4. Nothing in the above provisions shall limit the use of current or future lighting technologies such as neon, LED, LCD, projected images and similar lighting displays or installations provided the above provisions are met. Animated, moving, programmed, flashing, neon, LCD, and similar technologies of lighting displays or installations also may be permitted as determined by the Director.

Enforcement Agency: City of Los Angeles, Department of Building and Safety.

Monitoring Agency: City of Los Angeles, Department of Building and Safety.

Monitoring Phase: Pre-Construction for fixture design; Construction for construction lighting.

Monitoring Frequency: Once, prior to issuance of building permit for fixture design; periodic during construction.

Action Indicating Compliance: Issuance of building permit; field inspection during construction.

b. Mitigation Measures

No Mitigation Measures are identified in the Environmental Impact Report for this environmental issue.

E.3 Light and Glare – Glare

a. Project Design Features

Project Design Feature E-3-1 (CI): Projects shall not utilize mirrored glass or other highly reflective building materials.

Enforcement Agency: City of Los Angeles, Department of Building and Safety.

Monitoring Agency: City of Los Angeles, Department of Building and Safety.

Monitoring Phase: Pre-Construction.

Monitoring Frequency: Once, prior to issuance of building permit.

Action Indicating Compliance: Issuance of building permit.

b. Mitigation Measures

No Mitigation Measures are identified in the Environmental Impact Report for this environmental issue.

F. Geotechnical

a. Project Design Features

Project Design Feature F-1 (Ci/Co): All Project construction would conform to the requirements of the applicable building code, including all provisions related to seismic safety.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Pre-construction; Prior to issuance of building permits.

Monitoring Frequency: Once prior to issuance of building permits.

Action Indicating Compliance: Issuance of building permits.

Project Design Feature 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Prior to issuance of grading permits; Prior to issuance of building permits.

Monitoring Frequency: Prior to issuance of grading permits; Prior to issuance of building permits.

Action Indicating Compliance: Issuance of building permits.

Project Design Feature 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable. If NPDES permit also required, Regional Water Quality Control Board.

Monitoring Phase: Prior to issuance of grading permits; Prior to issuance of building permits.

Monitoring Frequency: Prior to issuance of grading permits; Prior to issuance of building permits.

Action Indicating Compliance: Issuance of building permits.

Project Design Feature F-4 (Ci/Co): A total of 300,000 cubic yards of import or export of earth shall be permitted to/from the City portions of the Project Site. Movement of earth within the combined boundaries of the City and County portions of the Project Site shall not count toward this total.

Enforcement Agency: City of Los Angeles, Department of Building and Safety and/or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Prior to issuance of grading permits; Prior to issuance of building permits.

Monitoring Frequency: Prior to issuance of grading permits; Prior to issuance of building permits.

Action Indicating Compliance: Issuance of building permits.

b. Mitigation Measures

Mitigation Measure 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 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 *Report of Geotechnical Investigation NBC Universal Evolution Plan* (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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Prior to issuance of grading permits; Prior to issuance of building permits.

Monitoring Frequency: Prior to issuance of grading permits; Prior to issuance of building permits.

Action Indicating Compliance: Issuance of building permits.

Mitigation Measure 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Construction.

Monitoring Frequency: As necessary and appropriate during construction.

Action Indicating Compliance: Field inspection sign-off.

Mitigation Measure 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 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Prior to issuance of grading permits; Prior to issuance of building permits.

Monitoring Frequency: Prior to issuance of grading permits; Prior to issuance of building permits.

Action Indicating Compliance: Issuance of building permits.

Mitigation Measure F-4 (Ci): Prior to grading in the area of the landslide hazard located above Barham Boulevard as shown in Attachment E to this MMRP, the landslide hazard area shall be mitigated, in accordance with the City of Los Angeles requirements, using techniques that may include, but shall not be limited to, the construction of a slough wall and a rockfall catchment fence at the

base of the slope adjacent to Barham Boulevard. Should this approach be used at this location, the catchment fence shall be located on top of the wall and be at least four feet in height. There shall be at least four feet of horizontal distance between the slough wall and the face of the slope to permit access by a small skiploader for periodic clearing. In addition, the rock catchment fence shall be placed on top of the slough wall for an additional 3 feet to attain a minimum height of 7 feet from the adjacent grade and there shall be at least 8 feet of horizontal distance between the top of the fence and the adjacent slope. Furthermore, the slough wall shall be designed to support a lateral pressure equal to the pressure developed by a fluid with a density of 50 pounds per cubic foot. As an option to the aforementioned approach, the surficial stability hazard could also be mitigated with rock-netting placed over the face of the slope, implemented either alone or in conjunction with the slough wall and catchment fence.

Enforcement Agency: City of Los Angeles, Department of Building and Safety.

Monitoring Agency: City of Los Angeles, Department of Building and Safety.

Monitoring Phase: Pre-construction; Prior to issuance of building permits.

Monitoring Frequency: Once prior to issuance of building permits.

Action Indicating Compliance: Issuance of building permits.

Mitigation Measure 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Prior to issuance of grading permits; Prior to issuance of building permits.

Monitoring Frequency: Prior to issuance of grading permits; Prior to issuance of building permits.

Action Indicating Compliance: Issuance of building permits.

Mitigation Measure 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 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 to the applicable jurisdiction in accordance 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Prior to issuance of grading permits; Prior to issuance of building permits.

Monitoring Frequency: Prior to issuance of grading permits; Prior to issuance of building permits.

Action Indicating Compliance: Issuance of building permits.

Mitigation Measure 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.

Enforcement Agency: County of Los Angeles, Department of Public Works.

Monitoring Agency: County of Los Angeles, Department of Public Works.

Monitoring Phase: Pre-construction; Construction.

Monitoring Frequency: Once prior to issuance of building permits.

Action Indicating Compliance: Issuance of building permits.

Mitigation Measure 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 required to reduce the settlement of the completed fills.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Prior to issuance of grading permits; Prior to issuance of building permits.

Monitoring Frequency: Prior to issuance of grading permits; Prior to issuance of building permits.

Action Indicating Compliance: Issuance of building permits.

Mitigation Measure 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Prior to issuance of grading permits; Prior to issuance of building permits.

Monitoring Frequency: Prior to issuance of grading permits; Prior to issuance of building permits.

Action Indicating Compliance: Issuance of building permits.

Mitigation Measure F-10: [DELETED]

Mitigation Measure 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Pre-construction; Construction.

Monitoring Frequency: Once prior to issuance of building permits.

Action Indicating Compliance: Issuance of building permits.

Mitigation Measure 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Pre-construction; Prior to issuance of building permits.

Monitoring Frequency: Once prior to issuance of building permits.

Action Indicating Compliance: Issuance of building permits.

Mitigation Measure 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Pre-construction; Construction.

Monitoring Frequency: Once prior to issuance of building permits.

Action Indicating Compliance: Issuance of building permits.

Mitigation Measure 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Pre-construction; Construction.

Monitoring Frequency: Once prior to issuance of building permits.

Action Indicating Compliance: Issuance of building permits.

~~Mitigation Measure F-15:~~ [DELETED]

~~Mitigation Measure F-16:~~ [DELETED]

~~Mitigation Measure F-17:~~ [DELETED]

~~Mitigation Measure F-18:~~ [DELETED]

~~Mitigation Measure F-19:~~ [DELETED]

G.1.a Water Resources – Surface Water - Drainage

a. Project Design Features

Project Design Feature 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.

Enforcement Agency: City of Los Angeles, Department of Public Works, Bureau of Engineering or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Public Works, Bureau of Engineering or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Pre-construction; Prior to issuance of building permits.

Monitoring Frequency: Once prior to issuance of building permits.

Action Indicating Compliance: Issuance of building permits.

Project Design Feature G.1.a-2: [DELETED]

b. Mitigation Measures

Mitigation Measure 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 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.

Enforcement Agency: City of Los Angeles, Department of Public Works, Bureau of Engineering or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Public Works, Bureau of Engineering or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Pre-construction; Prior to issuance of grading permits.

Monitoring Frequency: Once prior to issuance of grading permits.

Action Indicating Compliance: Issuance of grading permits.

G.1.b Water Resources – Surface Water Quality

a. Project Design Features

Project Design Feature G.1.b-1 (Ci/Co): Prior to the issuance of grading permits for Projects (not including sets/façades 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 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.

Enforcement Agency: City of Los Angeles, Department of Public Works, Bureau of Engineering or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Public Works, Bureau of Engineering or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Pre-construction; Prior to issuance of grading permits.

Monitoring Frequency: Once prior to issuance of grading permits.

Action Indicating Compliance: Submittal to City or County, as applicable, documentation of Notice of Intent having been filed and accepted by State Water Resources Control Board; Issuance of grading permits.

Project Design Feature G.1.b-2 (Ci/Co): For individual Projects (pursuant to the 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. 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.

Enforcement Agency: City of Los Angeles, Department of Public Works, Bureau of Engineering or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Public Works, Bureau of Engineering or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Pre-construction; Prior to issuance of grading permits.

Monitoring Frequency: Once prior to issuance of grading permits.

Action Indicating Compliance: Issuance of grading permits.

Project Design Feature G.1.b-3 (Ci/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.

Enforcement Agency: City of Los Angeles, Department of Public Works, Bureau of Engineering or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Public Works, Bureau of Engineering or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Pre-construction; Prior to issuance of B-permit or building permits.

Monitoring Frequency: Once prior to issuance of B-permit or building permits.

Action Indicating Compliance: Issuance of B-permit or building permits.

~~Project Design Feature G.1.b-4: [DELETED]~~

~~Project Design Feature G.1.b-5: [DELETED]~~

b. Mitigation Measures

No Mitigation Measures are identified in the Environmental Impact Report for this environmental issue.

G.2 Water Resources - Groundwater

a. Project Design Features

Project Design Feature 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 Health Services.

Enforcement Agency: City of Los Angeles, Department of Building and Safety; County of Los Angeles, Department of Health Services.

Monitoring Agency: City of Los Angeles, Department of Building and Safety; County of Los Angeles, Department of Health Services; County of Los Angeles, Department of Public Works.

Monitoring Phase: Construction.

Monitoring Frequency: Once during construction, if well discovered.

Action Indicating Compliance: Issuance of well abandonment permit; approval of well abandonment in compliance with permit.

b. Mitigation Measures

No Mitigation Measures are identified in the Environmental Impact Report for this environmental issue.

H. Air Quality

a. Project Design Features

Project Design Feature 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 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.

Enforcement Agency: South Coast Air Quality Management District

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Demolition; Construction; Restoration.

Monitoring Frequency: Periodic during construction operations.

Action Indicating Compliance: Field inspection; statement of compliance.

Project Design Feature H-2 (Ci/Co): Project Site haul roads during vertical construction shall be paved temporary or permanent paving.

Enforcement Agency: South Coast Air Quality Management District

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Demolition; Construction; Restoration.

Monitoring Frequency: Periodic during construction operations.

Action Indicating Compliance: Field inspection; statement of compliance.

Project Design Feature 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.

Enforcement Agency: South Coast Air Quality Management District

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Demolition; Construction; Restoration.

Monitoring Frequency: Periodic during construction operations.

Action Indicating Compliance: Field inspection; statement of compliance.

~~Project Design Feature H-4:~~ [DELETED]

~~Project Design Feature H-5:~~ [DELETED]

Project Design Feature 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 Coast Air Quality Management District Regulation XIII, New Source Review.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable; and South Coast Air Quality Management District.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable; and South Coast Air Quality Management District.

Monitoring Phase: Pre-construction.

Monitoring Frequency: Agency review prior to issuance of building permit.

Action Indicating Compliance: Issuance of building permit.

b. Mitigation Measures

Mitigation Measure 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.
- Require the use of 2010 and newer diesel haul trucks (e.g., material delivery trucks and soil import/export), to the extent available.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable; and South Coast Air Quality Management District.

¹ CARB, 2007. *Regulation for In-Use Off-Road Diesel Vehicles. Article 4.8, Section 2449.*
<http://www.arb.ca.gov/regact/2007/ordiesel07/ordiesel07.htm>;
<http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable; and South Coast Air Quality Management District.

Monitoring Phase: Pre-construction.

Monitoring Frequency: Pre-construction.

Action Indicating Compliance: Field inspections sign-off, statement of compliance.

Mitigation Measure H-2 (Ci/Co): Construct or build with materials that do not require painting, to the extent available.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Pre-construction.

Monitoring Frequency: Agency review prior to issuance of building permit.

Action Indicating Compliance: Issuance of building permit.

Mitigation Measure 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:

- ~~Up to December 31, 2014:~~ [DELETED]
- 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.
- 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable; and South Coast Air Quality Management District.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable; and South Coast Air Quality Management District.

Monitoring Phase: Demolition; Construction; Restoration.

Monitoring Frequency: Periodic during construction operations.

Action Indicating Compliance: Field inspections sign-off; statement of compliance.

Mitigation Measure 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Operation.

Monitoring Frequency: Periodic field inspections.

Action Indicating Compliance: Field inspection sign-off.

Mitigation Measure H-5 (Ci/Co): The Project Applicant or its successor shall route delivery trucks via the most efficient route on the Project Site.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Operation.

Monitoring Frequency: Periodic field inspections.

Action Indicating Compliance: Field inspection sign-off.

I. Biota

a. Project Design Features

Project Design Feature 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.

Enforcement Agency: County of Los Angeles Forestry Division; County of Los Angeles Department of Regional Planning.

Monitoring Agency: County of Los Angeles Forestry Division; County of Los Angeles, Department of Regional Planning.

Monitoring Phase: Restoration.

Monitoring Frequency: Once prior to issuance of Certificate of occupancy.

Action Indicating Compliance: Issuance of permanent Certificate of occupancy.

Project Design Feature I-2: [DELETED]

Project Design Feature 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:

- 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 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. In addition, an educational pamphlet would be prepared and distributed to all residents within the new development informing them of the harm that domestic outdoor cats have upon wildlife.

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.

Enforcement Agency: City of Los Angeles, Planning Department; County of Los Angeles, Department of Regional Planning; California Department of Fish and Game.

Monitoring Agency: City of Los Angeles, Planning Department; County of Los Angeles, Department of Regional Planning.

Monitoring Phase: Pre-Construction; Demolition; Construction; Restoration.

Monitoring Frequency: Monthly prior to construction operations.

Action Indicating Compliance: Issuance of temporary or permanent Certificate of Occupancy; Approval from the California Department of Fish and Game.

b. Mitigation Measures

Mitigation Measure 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) 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 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.

Enforcement Agency: County of Los Angeles Fire Department Forestry Division; County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works; County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Phase: Demolition; Construction; Restoration.

Monitoring Frequency: Once prior to issuance of permanent certificate of occupancy; once a year for five years following replacement.

Action Indicating Compliance: Issuance of permanent certificate of occupancy; submittal of annual MMRP compliance report.

Mitigation Measure 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 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 (*Calochortus catalinae*)
- Club-haired mariposa lily (*Calochortus clavatus* var. *clavatus*)
- Plummer's mariposa lily (*Calochortus plummerae*)
- Many-stemmed dudleya (*Dudleya multifcaulis*)

- Robinson's pepper grass (*Lepidium virginicum* var. *robinsonii*)
- Coulter's matilija poppy (*Romneya coulteri*)

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Phase: Pre-construction.

Monitoring Frequency: Once prior to vegetation clearing for construction in the Back Lot Area.

Action Indicating Compliance: Issuance of grading permit for buildings in the Back Lot Area; issuance of certificate of occupancy for implementation plan; and issuance of compliance report for five-year monitoring.

Mitigation Measure I-3 (Ci/Co): 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 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Phase: Pre-construction; Demolition; Construction.

Monitoring Frequency: Prior to issuance of grading permit - OR - weekly and at least 30-days prior to issuance of grading permits.

Action Indicating Compliance: Issuance of grading permits - OR - submittal of survey report.

Mitigation Measure 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 area:

Pre-Construction

- *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 that shall accomplish such.

During Construction

- *Equipment Operation and Storage:* 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.
- *Materials Storage and Disposal:* 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.

- *Grade Changes:* 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 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.
- *Moving Construction Materials:* 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.
- *Trenching:* 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 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.

- *Irrigation:* 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 oaks 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 every two weeks during the summer and once a month during the winter (adjusted accordingly with rainfall).
- *Canopy Pruning:* 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.
- *Canopy Washing:* 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.
- *Inspection:* 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.

Post-construction

- *Mulch:* 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 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.
- *Pruning:* 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.
- *Watering:* 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.
- *Watering Adjacent Plant Material:* 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 typical underground pop-up sprays.
- *Chemical Applications:* 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.

- **Monitoring:** 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.

Enforcement Agency: City of Los Angeles, Department of Public Works, Urban Forestry Division or County of Los Angeles, Department of Regional Planning; County of Los Angeles Fire Department, Forestry Division, as applicable.

Monitoring Agency: City of Los Angeles, Department of Public Works, Urban Forestry Division or County of Los Angeles, Department of Regional Planning; County of Los Angeles Fire Department, Forestry Division, as applicable.

Monitoring Phase: Pre-Construction; Construction; Post-Construction.

Monitoring Frequency: Periodic during construction; quarterly during post-construction, if applicable.

Action Indicating Compliance: Field inspection sign-off; issuance of permanent certificate of occupancy; and submittal of quarterly monitoring reports, if applicable.

Mitigation Measure I-5 (Co): Mitigation for impacts to oak woodland habitat shall be accomplished through one or a combination of the options presented below.

1. 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 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.
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.

Enforcement Agency: County of Los Angeles Fire Department, Forestry Division; County of Los Angeles, Department of Regional Planning.

Monitoring Agency: County of Los Angeles Fire Department, Forestry Division; County of Los Angeles, Department of Regional Planning.

Monitoring Phase: Pre-Construction; Construction.

Monitoring Frequency: Once prior to issuance of certificate of occupancy for building(s) in Oak Woodlands habitat.

Action Indicating Compliance: Issuance of permanent certificate of occupancy for building(s) in Oak Woodlands habitat; and submittal of annual compliance report for monitoring replacement trees, if applicable.

Mitigation Measure 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 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Phase: Pre-Construction; Construction.

Monitoring Frequency: Once prior to removal of tree(s).

Action Indicating Compliance: Approval of pre-construction survey by applicable City or County agency.

Mitigation Measure I-7 (Ci): Prior to construction activities that may result in the placement of fill material into the potentially jurisdictional drainage feature along Barham Boulevard prepare and submit to the U.S. Army Corps of Engineers for verification a "Preliminary Delineation Report for Waters of the U.S." and a Streambed Alteration Notification package to the California Department of Fish and Game for the drainage feature. If these agencies determine that the feature is not regulated under their jurisdiction, then no further mitigation is necessary. However, if the U.S. Army Corps of Engineers considers the feature to be jurisdictional through a "significant nexus" test per recent U.S. Army Corps of Engineers and U.S. Environmental Protection Agency guidance,² then a Clean Water Act Section 404 permit shall be obtained from the U.S. Army Corps of Engineers, and any permit conditions shall be agreed to, prior to the start of construction activities in the affected area. If the California Department of Fish and Game determines that the drainage is a regulated "streambed", then a Streambed Alteration Agreement shall be entered into with the California Department of Fish and Game and any associated conditions shall be agreed to prior to the start of construction in the affected area.

Enforcement Agency: City of Los Angeles, Department of Building; and U.S. Army Corps of Engineers and California Department of Fish and Game, if applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety.

Monitoring Phase: Pre-Construction; Construction.

Monitoring Frequency: Once prior to issuance of grading permits.

² U.S. Environmental Protection Agency and U.S. Department of the Army. 2007. Clean Water Act Jurisdiction Following the U.S. Supreme Court's Decision in *Rapanos v. United States & Carabell v. United States*. June 5, 2007.

Action Indicating Compliance: Issuance of grading permits; U.S. Army Corps of Engineers and California Department of Fish and Game determination(s) and Streambed Alteration Agreement, if applicable.

J.1 Cultural Resources - Historic Resources

a. Project Design Features

Project Design Feature 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.

Enforcement Agency: County of Los Angeles, Department of Public Works; County of Los Angeles, Department of Regional Planning.

Monitoring Agency: County of Los Angeles, Department of Public Works; County of Los Angeles, Department of Regional Planning.

Monitoring Phase: Pre-Construction; Construction.

Monitoring Frequency: Once prior to issuance of demolition or building permit(s) for any structure within the potential Universal Studios Historic District.

Action Indicating Compliance: Submittal of written verification from a Historic Preservation Expert of compliance with the Historic Preservation Plan.

b. Mitigation Measures

Mitigation Measure J.1-1 (Co): Retain and/or relocate the 1946 Film Vault (#6237) to avoid its demolition.

Enforcement Agency: County of Los Angeles, Department of Public Works.

Monitoring Agency: County of Los Angeles, Department of Public Works.

Monitoring Phase: Pre-Construction; Construction.

Monitoring Frequency: Once prior to issuance of relocation permit for the 1946 Film Vault (#6237).

Action Indicating Compliance: Issuance of relocation permit for the 1946 Film Vault (#6237).

Mitigation Measure J.1-2 (Co): Retain and/or relocate the Jack Webb (#2250) and William Goetz (#2252) buildings to avoid their demolition.

Enforcement Agency: County of Los Angeles, Department of Public Works.

Monitoring Agency: County of Los Angeles, Department of Public Works.

Monitoring Phase: Pre-Construction; Construction.

Monitoring Frequency: Once prior to issuance of relocation permit(s) for the Jack Webb (#2250) and/or William Goetz (#2252) buildings.

Action Indicating Compliance: Issuance of relocation permit(s) for the Jack Webb (#2250) and/or William Goetz (#2252) buildings.

Mitigation Measure 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.

Enforcement Agency: County of Los Angeles, Department of Public Works; County of Los Angeles, Department of Regional Planning.

Monitoring Agency: County of Los Angeles, Department of Public Works; County of Los Angeles, Department of Regional Planning.

Monitoring Phase: Pre-Construction; Construction.

Monitoring Frequency: Annually during agency review of MMRP compliance report.

Action Indicating Compliance: Submittal of annual MMRP compliance report.

~~Mitigation Measure J.1-4:~~ [DELETED]

J.2 Cultural Resources - Archaeological Resources

a. Project Design Features

No Project Design Features are identified in the Environmental Impact Report for this environmental issue.

b. Mitigation Measures

Mitigation Measure 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 archaeological sites (see Attachment H to this MMRP).

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Construction.

Monitoring Frequency: Periodic during construction.

Action Indicating Compliance: Field report filed with annual MMRP compliance report.

Mitigation Measure J.2-2 (Ci): Prior to any future earthmoving activities, areas designated as high sensitivity for the presence of surface prehistoric archaeological sites (see Attachment I to this MMRP), shall be resurveyed by an archeologist after vegetation is removed.

Enforcement Agency: City of Los Angeles, Department of Building and Safety.

Monitoring Agency: City of Los Angeles, Department of Building and Safety.

Monitoring Phase: Pre-Construction.

Monitoring Frequency: Once prior to earthmoving activities.

Action Indicating Compliance: Statement of compliance report prepared by archeologist.

Mitigation Measure 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Phase: Pre-Construction; Construction.

Monitoring Frequency: Periodic, as required, if resources encountered.

Action Indicating Compliance: Development and implementation of mitigation plan if resources encountered.

Mitigation Measure J.2-4 (Ci/Co): If human remains are encountered during construction, work in the affected 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Phase: Construction.

Monitoring Frequency: Periodic, as required, if human remains encountered.

Action Indicating Compliance: Disposition in accordance with City, County, and State regulations, if human remains encountered.

Mitigation Measure 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Phase: Pre-Construction.

Monitoring Frequency: Once prior to issuance of grading permit.

Action Indicating Compliance: Issuance of grading permit.

Mitigation Measure J.2-6 (Ci): Prior to the grading in the area of the SR-1 site (see Attachment H to this MMRP), a limited program of data recovery shall be undertaken at SR-1. In particular, the foundations of the Hartwell house, gatehouse, tennis court, aviary and water systems shall be further investigated. Data recovery investigations shall be restricted to areas associated with possible building foundations and the two reservoirs. These investigations shall be conducted via a combination of mechanical trenching and hand excavation in the vicinity of the house foundations, gatehouse, tennis court, pools, and reservoirs. In addition, certain features within SR-1, as recommended by the archaeologist, shall be documented according to Historic American Engineering Record Standards of photo documentation and measurement.

Enforcement Agency: City of Los Angeles, Department of Building and Safety.

Monitoring Agency: City of Los Angeles, Department of Building and Safety.

Monitoring Phase: Pre-Construction.

Monitoring Frequency: Once prior to issuance of grading permit.

Action Indicating Compliance: Issuance of grading permit.

Mitigation Measure 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 H to this MMRP).

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Phase: Construction.

Monitoring Frequency: On-going during grading / earthmoving activities in areas designated as high sensitivity for the presence of buried historical period archaeological sites.

Action Indicating Compliance: Statement of compliance report from archeologist submitted with annual MMRP compliance report.

J.3 Cultural Resources - Paleontological Resources

a. Project Design Features

No Project Design Features are identified in the Environmental Impact Report for this environmental issue.

b. Mitigation Measures

Mitigation Measure 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Phase: Pre-Construction; Construction.

Monitoring Frequency: Once prior to issuance of grading permits.

Action Indicating Compliance: Submittal of site-specific mitigation plan prepared by paleontologist; issuance of grading permits.

Mitigation Measure 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 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 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Phase: Construction.

Monitoring Frequency: On-going full time or periodic during earthmoving activities as described in the Mitigation Measure.

Action Indicating Compliance: Statement of compliance report prepared by paleontologist or monitor submitted with annual MMRP compliance report.

Mitigation Measure 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, 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Phase: Pre-Construction; Construction.

Monitoring Frequency: Once prior to issuance of grading permits.

Action Indicating Compliance: Statement of compliance submitted to City or County, as applicable; issuance of grading permits.

Mitigation Measure 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety; and County of Los Angeles, Department of Regional Planning.

Monitoring Agency: City of Los Angeles, Department of Building and Safety; and County of Los Angeles, Department of Regional Planning.

Monitoring Phase: Pre-Construction.

Monitoring Frequency: Once prior to issuance of grading permits.

Action Indicating Compliance: Statement of compliance submitted to City and County; issuance of grading permits.

Mitigation Measure 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Phase: Construction.

Monitoring Frequency: Once prior to issuance of permanent certificate of occupancy.

Action Indicating Compliance: Issuance of permanent Certificate of occupancy.

Mitigation Measure 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 recovered, and associated specimen data and geologic and geographic site data.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Phase: Construction.

Monitoring Frequency: Daily during construction operations.

Action Indicating Compliance: Submittal of monitoring logs with submittal of annual MMRP compliance report.

Mitigation Measure 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Phase: Post-Construction.

Monitoring Frequency: Once prior to issuance of permanent certificate of occupancy.

Action Indicating Compliance: Issuance of permanent certificate of occupancy.

K.1 Public Services – Fire

a. Project Design Features

Project Design Feature K.1-1 (Ci): For development in the City portions of the Project Site, the Project Applicant or its successor shall comply with the requirements of the Los Angeles Municipal Code for fire protection.

Enforcement Agency: City of Los Angeles, Department of Building and Safety; and City of Los Angeles, Fire Department.

Monitoring Agency: City of Los Angeles, Department of Building and Safety.

Monitoring Phase: Pre-Construction.

Monitoring Frequency: Once prior to issuance of building permits.

Action Indicating Compliance: Issuance of building permits.

Project Design Feature K.1-2 (Ci): The Project Applicant or its successor shall submit a plot plan for approval of access and fire hydrants by the City Fire Department prior to the issuance of a building permit by the City. The plot plan shall include fire prevention, suppression and access features to the satisfaction of the City Fire Department.

Enforcement Agency: City of Los Angeles, Department of Building and Safety; and City of Los Angeles, Fire Department.

Monitoring Agency: City of Los Angeles, Department of Building and Safety.

Monitoring Phase: Pre-Construction.

Monitoring Frequency: Once prior to issuance of building permits.

Action Indicating Compliance: Issuance of building permits.

Project Design Feature K.1-3 (Ci): All new buildings in the City shall be within 300 feet of an approved fire hydrant. When a fire lane must accommodate the operation of City Fire Department aerial ladder apparatus or where fire hydrants are installed, those portions shall not be less than 28 feet in width. The width of private roadways for general access use and fire lanes shall not be less than 20 feet, and the fire lane must be clear to the sky. Fire lanes, where required, and dead ending streets shall terminate in a cul-de-sac or other approved turning area. No dead ending street or fire lane shall be greater than 700 feet in length or secondary access shall be required.

Enforcement Agency: City of Los Angeles, Department of Building and Safety; and City of Los Angeles, Fire Department.

Monitoring Agency: City of Los Angeles, Department of Building and Safety; and City of Los Angeles, Fire Department.

Monitoring Phase: Pre-Construction.

Monitoring Frequency: Once prior to issuance of building permits.

Action Indicating Compliance: Issuance of building permits.

Project Design Feature K.1-4 (Ci): New buildings in the City would include any additional communication repeaters, bidirectional amplifiers and/or antennas as required by the City Fire Department.

Enforcement Agency: City of Los Angeles, Department of Building and Safety; and City of Los Angeles, Fire Department.

Monitoring Agency: City of Los Angeles, Department of Building and Safety; and City of Los Angeles, Fire Department.

Monitoring Phase: Pre-Construction.

Monitoring Frequency: Once prior to issuance of building permits.

Action Indicating Compliance: Issuance of building permits.

Project Design Feature K.1-5 (Ci): During demolition in the City, the City Fire Department access shall remain clear and unobstructed.

Enforcement Agency: City of Los Angeles, Department of Building and Safety; and City of Los Angeles, Fire Department.

Monitoring Agency: City of Los Angeles, Department of Building and Safety; and City of Los Angeles, Fire Department.

Monitoring Phase: Demolition.

Monitoring Frequency: Periodic during demolition activities.

Action Indicating Compliance: Field inspection sign-off.

Project Design Feature 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.

Enforcement Agency: County of Los Angeles, Department of Public Works; and County of Los Angeles Fire Department.

Monitoring Agency: County of Los Angeles, Department of Public Works; and County of Los Angeles Fire Department.

Monitoring Phase: Pre-construction.

Monitoring Frequency: Once prior to issuance of building permits.

Action Indicating Compliance: Issuance of building permits.

Project Design Feature 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.

Enforcement Agency: County of Los Angeles, Department of Public Works; and County of Los Angeles Fire Department.

Monitoring Agency: County of Los Angeles, Department of Public Works; and County of Los Angeles Fire Department.

Monitoring Phase: Pre-construction.

Monitoring Frequency: Once prior to issuance of building permits.

Action Indicating Compliance: Issuance of grading permits.

Project Design Feature 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.

Enforcement Agency: County of Los Angeles, Department of Public Works; and County of Los Angeles Fire Department.

Monitoring Agency: County of Los Angeles, Department of Public Works; and County of Los Angeles Fire Department.

Monitoring Phase: Pre-construction; Post-construction.

Monitoring Frequency: Once prior to issuance of building permits; and prior to issuance of temporary or permanent certificate of occupancy.

Action Indicating Compliance: Issuance of building permits; and issuance of temporary or permanent certificate of occupancy.

Project Design Feature 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).

Enforcement Agency: County of Los Angeles, Department of Public Works; and County of Los Angeles Fire Department.

Monitoring Agency: County of Los Angeles, Department of Public Works.

Monitoring Phase: Pre-construction.

Monitoring Frequency: Once prior to issuance of building permits.

Action Indicating Compliance: Issuance of building permits.

Project Design Feature 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.

Enforcement Agency: County of Los Angeles, Department of Public Works; and County of Los Angeles Fire Department.

Monitoring Agency: County of Los Angeles, Department of Public Works; and County of Los Angeles Fire Department.

Monitoring Phase: Pre-construction; Construction; Post-construction.

Monitoring Frequency: Once prior to issuance of building permits; and final inspection.

Action Indicating Compliance: Issuance of building permit; and final inspection sign-off.

Project Design Feature 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.

Enforcement Agency: County of Los Angeles, Department of Public Works; and County of Los Angeles Fire Department.

Monitoring Agency: County of Los Angeles, Department of Public Works; and County of Los Angeles Fire Department.

Monitoring Phase: Construction; Post-Construction.

Monitoring Frequency: Once prior to issuance of permit for removal of Park Lake.

Action Indicating Compliance: Issuance of permit for removal of Park Lake.

Project Design Feature K.1-12: [DELETED]

b. Mitigation Measure

Mitigation Measure K.1-1 (Ci): Fire Flow of 9,000 gallons per minute flowing simultaneously through 6 fire hydrants shall be provided to the City portions of the Back Lot Area. Fire Flow shall be provided as set forth in Mitigation Measure IV.L.2-1. Phased implementation of the fire flow system may be provided subject to the approval of the City Fire Department. Alternative fire flow facilities may be provided subject to the approval of the City Fire Department.

Enforcement Agency: City of Los Angeles, Department of Building and Safety; and City of Los Angeles, Fire Department.

Monitoring Agency: City of Los Angeles, Department of Building and Safety.

Monitoring Phase: Post-Construction.

Monitoring Frequency: Once prior to issuance of temporary or permanent Certificate of Occupancy.

Action Indicating Compliance: Issuance of temporary or permanent certificate of occupancy.

Mitigation Measure K.1-2 (Ci): Prior to the issuance of the first Certificate of Occupancy for net new development exceeding 50,000 square feet in the City portion of the Project Site, the Applicant or its successor shall provide funds not to exceed \$180,000 for acquisition of a Fire Department rescue ambulance to be housed at Fire Station 86. The Applicant shall offer to dedicate to the City of Los Angeles approximately 1 acre of land in the southeastern portion of the Project Site, as shown on Exhibit J for use by the City of Los Angeles for construction of a new fire station by the Fire Department.

Enforcement Agency: City of Los Angeles, Department of Building and Safety; and City of Los Angeles, Fire Department.

Monitoring Agency: City of Los Angeles, Department of Building and Safety;

Monitoring Phase: Post-Construction.

Monitoring Frequency: Once prior to issuance of temporary or permanent Certificate of Occupancy.

Action Indicating Compliance: Issuance of temporary or permanent Certificate of Occupancy.

Mitigation Measure K.1-3 (Ci): Upon the issuance of the first building permit for new Project construction in the City portion of the Project Site, the Project Applicant or its successor shall enter into an agreement with the City to reimburse the City for the cost of a City Fire Department Inspector II (to include travel time, inspection and research time) who will be assigned to the City portion of the Project during its construction.

Enforcement Agency: City of Los Angeles, Department of Building and Safety; and City of Los Angeles, Fire Department.

Monitoring Agency: City of Los Angeles, Department of Building and Safety; and City of Los Angeles, Fire Department.

Monitoring Phase: Pre-Construction.

Monitoring Frequency: Prior to issuance of first building permit.

Action Indicating Compliance: Completion of reimbursement agreement; issuance of first building permits.

Mitigation Measure 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 Project during construction activities and ongoing expanded operations.

Enforcement Agency: County of Los Angeles, Department of Public Works; and County of Los Angeles Fire Department.

Monitoring Agency: County of Los Angeles, Department of Public Works.

Monitoring Phase: Pre-construction.

Monitoring Frequency: Prior to issuance of first building permit.

Action Indicating Compliance: Completion of reimbursement agreement; issuance of first building permit.

Mitigation Measure 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.

Enforcement Agency: County of Los Angeles, Department of Public Works; and County of Los Angeles Fire Department.

Monitoring Agency: County of Los Angeles, Department of Public Works.

Monitoring Phase: Pre-Construction.

Monitoring Frequency: Prior to issuance of building permits for buildings meeting criteria in Mitigation Measure.

Action Indicating Compliance: Completion/conveyance of improvement to County; issuance of first building permit meeting criteria in Mitigation Measure.

Mitigation Measure 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.

Enforcement Agency: County of Los Angeles Fire Department.

Monitoring Agency: County of Los Angeles Fire Department.

Monitoring Phase: Construction.

Monitoring Frequency: Annual review.

Action Indicating Compliance: Statement of compliance submitted with annual MMRP compliance report.

Mitigation Measure 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.

Enforcement Agency: County of Los Angeles Fire Department.

Monitoring Agency: County of Los Angeles Fire Department.

Monitoring Phase: Post-construction.

Monitoring Frequency: Once prior to issuance of temporary or permanent certificate of occupancy.

Action Indicating Compliance: Issuance of temporary or permanent certificate of occupancy.

Mitigation Measure K.1-8 (Ci/Co): When the Applicant provides to County Fire Station 51 the tiller-quint 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.

Enforcement Agency: City of Los Angeles and County of Los Angeles Fire Department.

Monitoring Agency: City of Los Angeles and County of Los Angeles Fire Department.

Monitoring Phase: Operation

Monitoring Frequency: Periodic as needed.

Action Indicating Compliance: Written confirmation from City of Los Angeles Fire Department and County of Los Angeles Fire Department of mutually acceptable automatic aid agreement.

K.2 Public Services - Police/Sheriff

a. Project Design Features

Project Design Feature 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles Fire Department, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Construction.

Monitoring Frequency: Periodic during construction.

Action Indicating Compliance: Field inspection sign-off.

Project Design Feature K.2-2 (Ci): During Project design for buildings in the City, the Project Applicant or its successor shall incorporate project design features consistent with the City Police Department's Design Out Crime Guidelines, which may include providing an on-site security force, illuminating parking lots with artificial lighting, use of closed-circuit television monitoring and recording of on-site areas, maintaining security fencing along the Project Site's eastern edge to restrict public access, and way-finding lighting.

Enforcement Agency: City of Los Angeles, Department of Building and Safety; and City of Los Angeles Police Department.

Monitoring Agency: City of Los Angeles, Department of Building and Safety.

Monitoring Phase: Design Review; Pre-Construction.

Monitoring Frequency: Once prior to issuance of building permits.

Action Indicating Compliance: Issuance of building permits.

Project Design Feature 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 signage.

Enforcement Agency: City of Los Angeles, Department of Public Works, Bureau of Engineering and Bureau of Street Lighting; and City of Los Angeles Police Department or County of Los Angeles Department of Public Works and Sheriff's Department, as applicable.

Monitoring Agency: City of Los Angeles, Department of Public Works or County of Los Angeles Department of Public Works and Sheriff's Department, as applicable.

Monitoring Phase: Pre-Construction.

Monitoring Frequency: Once prior to issuance of construction permits for applicable street, street lighting, and/or street signage.

Action Indicating Compliance: Issuance of construction permits for applicable street, street lighting, and/or street signage.

b. Mitigation Measures

Mitigation Measure K.2-1: [DELETED]

Mitigation Measure 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.

Enforcement Agency: County of Los Angeles, Department of Public Works; and County of Los Angeles Sheriff's Department.

Monitoring Agency: County of Los Angeles, Department of Public Works.

Monitoring Phase: Post-construction.

Monitoring Frequency: Once prior to issuance of certificate of occupancy for cumulative total of 765,000 square feet or year 2022.

Action Indicating Compliance: Issuance of certificate of occupancy for 16,000 square-foot County facility.

Mitigation Measure 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety and City of Los Angeles Police Department or Los Angeles County Sheriff's Department, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety and City of Los Angeles Police Department, or Los Angeles County Sheriff's Department, as applicable.

Monitoring Phase: Operation.

Monitoring Frequency: Periodic as needed.

Action Indicating Compliance: Statement of compliance submitted with annual MMRP compliance report.

~~Mitigation Measure K.2-4:~~ [DELETED]

~~Mitigation Measure K.2-5:~~ [DELETED]

K.3 Public Services - Schools

a. Project Design Features

No Project Design Features are identified in the Environmental Impact Report for this environmental issue.

b. Mitigation Measure

Mitigation Measure 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.

Enforcement Agency: Los Angeles Unified School District.

Monitoring Agency: City of Los Angeles, Department of Building and Safety; County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Pre-Construction.

Monitoring Frequency: Once prior to issuance of first building permit for each building.

Action Indicating Compliance: Payment of LAUSD fees; issuance of building permit.

K.4 Public Services – Parks and Recreation

a. Project Design Features.

~~Project Design Feature K.4-1:~~ [DELETED]

~~Project Design Feature K.4-2:~~ [DELETED]

~~Project Design Feature K.4-3:~~ [DELETED]

b. Mitigation Measures

No Mitigation Measures are identified in the Environmental Impact Report for this environmental issue.

K.5 Public Services – Libraries

a. Project Design Features

No Project Design Features are identified in the Environmental Impact Report for this environmental issue.

b. Mitigation Measures

~~Mitigation Measure K.5-1:~~ [DELETED]

~~Mitigation Measure K.5-2:~~ [DELETED]

~~Mitigation Measure K.5-3:~~ [DELETED]

~~Mitigation Measure K.5-4:~~ [DELETED]

L.1 Utilities – Sewer

a. Project Design Features

Project Design Feature 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.

Enforcement Agency: City of Los Angeles, Bureau of Sanitation or County of Los Angeles Sanitation District, as applicable.

Monitoring Agency: City of Los Angeles, Bureau of Sanitation or County of Los Angeles Sanitation District, as applicable.

Monitoring Phase: Pre-Construction.

Monitoring Frequency: Once prior to issuance of construction permits for sewer lines.

Action Indicating Compliance: Issuance of construction permits for sewer lines.

Project Design Feature 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.

Enforcement Agency: City of Los Angeles, Department of Public Works, Bureau of Sanitation; and County of Los Angeles Sanitation District.

Monitoring Agency: City of Los Angeles, Department of Public Works, Bureau of Sanitation; and County of Los Angeles Sanitation District.

Monitoring Phase: Pre-construction.

Monitoring Frequency: Once prior to issuance of construction permits for the sewer connection.

Action Indicating Compliance: Issuance of construction permits for the sewer connection.

Project Design Feature 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.

Enforcement Agency: City of Los Angeles, Department of Public Works, Bureau of Sanitation or County of Los Angeles Sanitation District, as applicable.

Monitoring Agency: City of Los Angeles, Department of Public Works, Bureau of Sanitation or County of Los Angeles Sanitation District, as applicable.

Monitoring Phase: Pre-construction.

Monitoring Frequency: Once prior to issuance of construction permits for sewers.

Action Indicating Compliance: Issuance of construction permits for sewers.

b. Mitigation Measures

No Mitigation Measures are identified in the Environmental Impact Report for this environmental issue.

L.2 Utilities – Water

a. Project Design Features

Project Design Feature 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety, City of Los Angeles, Department of Public Works, and City of Los Angeles Fire Department, or County of Los Angeles, Department of Public Works and County of Los Angeles Fire Department, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Pre-construction; Post-construction.

Monitoring Frequency: Once prior to issuance of building permits; once prior to issuance of temporary or permanent certificate of occupancy.

Action Indicating Compliance: Issuance of building permits; issuance of temporary or permanent certificate of occupancy.

Project Design Feature L.2-2 (Ci/Co): All water lines that are constructed that deliver both domestic and fire water shall be constructed with the necessary materials and appropriate size to deliver the highest instantaneous demand on the individual water line.

Enforcement Agency: City of Los Angeles, Department of Building and Safety, City of Los Angeles, Department of Public Works, and City of Los Angeles Fire Department, or County of Los Angeles, Department of Public Works and County of Los Angeles Fire Department, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Pre-construction.

Monitoring Frequency: Once prior to issuance of building permits.

Action Indicating Compliance: Issuance of building permits.

Project Design Feature L.2-3 (Ci/Co): The following water conservation features shall be incorporated into the proposed outdoor and indoor areas of the Project:

Outdoor

- 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.

Indoor

- 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 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Water and Power or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Pre-construction.

Monitoring Frequency: Once prior to issuance of building permits.

Action Indicating Compliance: Issuance of building permits.

Project Design Feature L.2-4 (Ci): The Project Applicant or its successor shall enter into an agreement with the City of Los Angeles, Department of Water and Power to augment the water supply available to the Department of Water and Power by acquiring for the Department of Water and Power water rights in the Central and/or West Coast Basins, or such other reliable supply sources as agreed to by the Department of Water and Power.

Enforcement Agency: City of Los Angeles, Department of Water and Power.

Monitoring Agency: City of Los Angeles, Department of Water and Power.

Monitoring Phase: Pre-Construction.

Monitoring Frequency: Once prior to issuance of first building permit.

Action Indicating Compliance: Issuance of building permits.

Project Design Feature L.2-5 (Ci): Prior to the start of grading or excavation in the area of the Metropolitan Water District's Santa Monica Feeder pipeline or in the location of the Metropolitan Water District's easement in the northeast portion of the Project Site, the Project Applicant shall coordinate with the Metropolitan Water District to avoid interference with the Metropolitan Water District's infrastructure.

Enforcement Agency: City of Los Angeles, Department of Building and Safety; and Metropolitan Water District.

Monitoring Agency: City of Los Angeles, Department of Water and Power; and Metropolitan Water District.

Monitoring Phase: Pre-construction.

Monitoring Frequency: Once prior to issuance of first grading permits in the area of the Metropolitan Water District's Santa Monica Feeder pipeline or in the location of the Metropolitan Water District's easement.

Action Indicating Compliance: Issuance of grading permits.

b. Mitigation Measures

~~Mitigation Measure L-2-1: [DELETED]~~

Mitigation Measure L-2-1 (CI): Prior to the issuance of the first certificate of occupancy for a building 75 feet tall or greater within the City portions of the back lot Area, the Project Applicant or its successor shall contribute to the costs to construct a pumping station with a capacity of up to a maximum of 9,000 gallons per minute within the south-eastern portion of the Back Lot Area of the Project Site, shown on Exhibit J. The final sizing of the pumping station shall be determined at the time of final design based on Project fire flow needs. The Applicant or its successor shall be responsible for the grading of the pumping station site and providing access to the site. The Los Angeles Department of Water and Power shall be responsible for construction of the pumping station itself including the provision and installation of all equipment and associated sub-systems necessary for operation of the facility.

Enforcement Agency: City of Los Angeles, Department of Building and Safety, City of Los Angeles, Department of Water and Power.

Monitoring Agency: City of Los Angeles, Department of Building and Safety, City of Los Angeles, Department of Water and Power.

Monitoring Phase: Construction, Operation.

Monitoring Frequency: Once, prior to issuance of first certificate of occupancy for a building 75 feet tall or greater within the City portions of the Back Lot Area.

Action Indicating Compliance: Applicant certification of payment of share of costs and grading of pumping station site. Issuance of

first certificate of occupancy for a building 75 feet tall or greater within the City portions of the Back Lot Area.

L.3 Utilities – Solid Waste

a. Project Design Features

Project Design Feature 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Construction.

Monitoring Frequency: Annually during construction.

Action Indicating Compliance: Statement of compliance submitted with annual MMRP compliance report.

~~Project Design Feature L.3-2: [DELETED]~~

~~Project Design Feature L.3-3: [DELETED]~~

~~Project Design Feature L.3-4: [DELETED]~~

Project Design Feature L.3-5 (Ci/Co): During occupancy and operations, 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Public Works, Bureau of Sanitation or County of Los Angeles Sanitation District, as applicable.

Monitoring Phase: Post-construction.

Monitoring Frequency: Annually post-construction.

Action Indicating Compliance: Statement of compliance from City of Los Angeles Bureau of Sanitation or Statement of compliance from County of Los Angeles Sanitation District, as applicable, submitted with annual MMRP compliance report.

b. Mitigation Measures

No Mitigation Measures are identified in the Environmental Impact Report for this environmental issue.

L.4 Utilities – Electricity

a. Project Design Features

Project Design Feature 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Water and Power or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Pre-construction.

Monitoring Frequency: Once prior to issuance of building permit.

Action Indicating Compliance: Issuance of building permit.

Project Design Feature 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 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.

Enforcement Agency: County of Los Angeles, Department of Public Works.

Monitoring Agency: County of Los Angeles, Department of Public Works.

Monitoring Phase: Pre-Construction; Construction.

Monitoring Frequency: Occasional as determined by County.

Action Indicating Compliance: Completion and final inspection approval of new substation and related electrical system improvements.

Project Design Feature L-4-3: [DELETED]

Project Design Feature L-4-3 (Ci): The existing Los Angeles Department of Water and Power 34.5-kV system would be reinforced and a new distribution system would be installed. The new Los Angeles

Department of Water and Power distribution system would be located in the southeastern portion of the Project Site, with easy access to Barham Boulevard, as shown on Exhibit J. The Applicant or its successor would be responsible for grading the site, providing access to the site, and appropriate landscaping that would screen the substation from view from off-site locations. The Los Angeles Department of Water and Power would be responsible for acquisition of the land and installation of the substation itself. The substation would be up to approximately 15,000 to 20,000 square feet in area. The exact capacity, size and location of the distribution station and system, which would be within the City jurisdiction, would be determined as plans for the Project are further refined. Equipment within the distribution station would be metal-encased and grounded and all electric supply cables for the City portions of the Back Lot Area would be installed in underground conduits.

Enforcement Agency: City of Los Angeles, Department of Building and Safety, City of Los Angeles, Department of Water and Power.

Monitoring Agency: City of Los Angeles, Department of Building and Safety, City of Los Angeles, Department of Water and Power.

Monitoring Phase: Construction, Operation.

Monitoring Frequency: Prior to issuance of building permits for buildings within the City portions of the Back Lot Area.

Action Indicating Compliance: Applicant certification of grading of sub-station site and installation or payment of installation of screening landscaping if site is acquired by the Department of Water and Power.

Project Design Feature L.4-4 (Ci): The Project Applicant or its successor shall consult with Los Angeles Department of Water and Power's Efficiency Solutions Business Group for assistance with energy conservation design features, for Project development occurring within the City of Los Angeles.

Enforcement Agency: City of Los Angeles, Department of Building and Safety; and City of Los Angeles, Department of Water and Power.

Monitoring Agency: City of Los Angeles, Department of Water and Power.

Monitoring Phase: Pre-construction.

Monitoring Frequency: Once prior to issuance of building permits.

Action Indicating Compliance: Issuance of building permits.

Project Design Feature 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Pre-construction.

Monitoring Frequency: Once prior to issuance of building permit.

Action Indicating Compliance: Issuance of building permit.

Project Design Feature L.4-6 (Ci/Co): Install efficient lighting and lighting control systems.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Pre-construction.

Monitoring Frequency: Once prior to issuance of building permit.

Action Indicating Compliance: Issuance of building permit.

Project Design Feature L.4-7 (Ci/Co): Install light colored "cool" roofs.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Pre-construction.

Monitoring Frequency: Once prior to issuance of building permit.

Action Indicating Compliance: Issuance of building permit.

Project Design Feature L.4-8 (Ci/Co): Install energy efficient heating and cooling systems, appliances (e.g., ENERGY STAR) and equipment, and control systems.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Pre-construction.

Monitoring Frequency: Once prior to issuance of building permit.

Action Indicating Compliance: Issuance of building permit.

Project Design Feature L.4-9 (Ci/Co): Install light-emitting diodes for private on-site traffic and street lighting.

Enforcement Agency: City of Los Angeles, Department of Public Works, Bureau of Street Lighting or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Public Works, Bureau of Street Lighting or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Pre-construction.

Monitoring Frequency: Once prior to issuance of construction permit.

Action Indicating Compliance: Issuance of construction permit.

Project Design Feature L.4-10: [DELETED]

Project Design Feature 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Phase: Post-construction.

Monitoring Frequency: Annually with MMRP compliance report.

Action Indicating Compliance: Statement of compliance submitted with annual MMRP compliance report.

b. Mitigation Measures

No Mitigation Measures are identified in the Environmental Impact Report for this environmental issue.

L.5 Utilities – Natural Gas

a. Project Design Features

~~Project Design Feature L.5-1: [DELETED]~~

~~Project Design Feature L.5-2: [DELETED]~~

Project Design Feature 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 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.

Enforcement Agency: City of Los Angeles, Department of Public Works, Bureau of Engineering; and County of Los Angeles, Department of Public Works.

Monitoring Agency: City of Los Angeles, Department of Public Works, Bureau of Engineering; County of Los Angeles, Department of Public Works; and Southern California Gas Company.

Monitoring Phase: Pre-construction; Construction.

Monitoring Frequency: Prior to issuance of construction permit(s) for realignment of Universal Hollywood Drive; periodic during construction of new gas main and realigned Universal Hollywood Drive.

Action Indicating Compliance: Issuance of construction permit(s) for new gas main and realignment of Universal Hollywood Drive; completion and final inspection approval of new gas main.

Project Design Feature 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Pre-construction.

Monitoring Frequency: Once prior to issuance of building permit.

Action Indicating Compliance: Issuance of building permit.

Project Design Feature L.5-5 (Ci/Co): Install energy efficient heating and cooling systems, appliances (e.g., ENERGY STAR) and equipment, and control systems.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Pre-construction.

Monitoring Frequency: Once prior to issuance of building permit.

Action Indicating Compliance: Issuance of building permit.

Project Design Feature L.5-6: [DELETED]

Project Design Feature 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Phase: Post-construction.

Monitoring Frequency: Annually with MMRP compliance report.

Action Indicating Compliance: Statement of compliance submitted with annual MMRP compliance report.

b. Mitigation Measures

No Mitigation Measures are identified in the Environmental Impact Report for this environmental issue.

M. Environmental Safety

a. Project Design Features

Project Design Feature 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 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Pre-construction.

Monitoring Frequency: Once prior to issuance of demolition or building permits.

Action Indicating Compliance: Issuance of demolition or building permits.

Project Design Feature 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Pre-construction.

Monitoring Frequency: Once prior to issuance of demolition or building permits.

Action Indicating Compliance: Issuance of demolition or building permits.

Project Design Feature 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 (*in-situ* or *ex-situ*), or other measures, as appropriate.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Regional Planning, as applicable; and California State Department of Toxic Substances Control.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable; and California State Department of Toxic Substances Control.

Monitoring Phase: Pre-construction.

Monitoring Frequency: Once prior to issuance of grading, foundation, other earth-moving, or building permits for work in the Back Lot Area.

Action Indicating Compliance: Issuance of grading, foundation, other earth-moving, or building permits for work in the Back Lot Area.

Project Design Feature 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 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles Fire Department, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety and City of Los Angeles Fire Department, or County of Los Angeles Fire Department, as applicable.

Monitoring Phase: On-going.

Monitoring Frequency: Annually.

Action Indicating Compliance: Annual submittal and approval of emergency response and/or evacuation plan by City or County agencies, as applicable.

b. Mitigation Measures

Mitigation Measure 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 *in-situ* (in-place), or otherwise managed in accordance with all applicable regulatory requirements.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Pre-construction; Construction.

Monitoring Frequency: 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.

Action Indicating Compliance: Issuance of grading or excavation permits, if contamination suspected in advance of work or implementation of Rule 1166 measures as soon as contaminated soils encountered during grading and excavation activities.

Mitigation Measure 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 1910.120, 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 equipment, as appropriate, in accordance with the Construction Worker Safety Plan and/or Project site-specific safety plans, as applicable.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Pre-construction.

Monitoring Frequency: Once prior to issuance of building permits for buildings within 1,000 feet of landfill.

Action Indicating Compliance: Issuance of building permits for buildings within 1,000 feet of landfill.

Mitigation Measure 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.

Enforcement Agency: County of Los Angeles, Department of Public Works.

Monitoring Agency County of Los Angeles, Department of Public Works.

Monitoring Phase: Pre-construction.

Monitoring Frequency: Once prior to issuance of building permits for buildings within 1,000 feet of landfill.

Action Indicating Compliance: Issuance of building permits for buildings within 1,000 feet of landfill.

Mitigation Measure M-4 (Ci): For areas of the Project Site in the City of Los Angeles, should the City's Department of Building and Safety determine that a hazard may exist from methane intrusion due to proximity to the closed on-site landfill, construction of new development within 1,000 feet of the closed on-site landfill shall comply with the requirements of the Citywide Methane Ordinance.

Enforcement Agency: City of Los Angeles, Department of Building and Safety.

Monitoring Agency City of Los Angeles, Department of Building and Safety.

Monitoring Phase: Pre-construction.

Monitoring Frequency: Once prior to issuance of building permits for buildings within 1,000 feet of landfill.

Action Indicating Compliance: Issuance of building permits for buildings within 1,000 feet of landfill.

Mitigation Measure M-5 (Ci/Co): During operation, monitoring of methane safety systems shall occur in accordance with County or City requirements, as applicable.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works; County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Phase: Post-construction operations.

Monitoring Frequency: Periodic during operations as required by applicable agency.

Action Indicating Compliance: Statement of compliance submitted with annual MMRP compliance report.

Mitigation Measure 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works; County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Phase: Post-construction operations.

Monitoring Frequency: Annually with MMRP compliance report.

Action Indicating Compliance: Statement of compliance submitted with annual MMRP compliance report.

Mitigation Measure 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works; County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Phase: Post-construction operations.

Monitoring Frequency: Annually with MMRP compliance report.

Action Indicating Compliance: Statement of compliance submitted with annual MMRP compliance report.

Mitigation Measure 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 on 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 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Antenna installation.

Monitoring Frequency: Once at time of final inspection.

Action Indicating Compliance: Final inspection approval.

Mitigation Measure 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works; County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Phase: Post-installation operations.

Monitoring Frequency: Annually with MMRP compliance report.

Action Indicating Compliance: Statement of compliance submitted with annual MMRP compliance report.

Mitigation Measure 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Phase: Post-installation/ pre-operation.

Monitoring Frequency: Once prior to operation of new antenna.

Action Indicating Compliance: Statement of compliance submitted with annual MMRP compliance report.

N.1 Employment

a. Project Design Features

No Project Design Features are identified in the Environmental Impact Report for this environmental issue.

b. Mitigation Measures

No Mitigation Measures are identified in the Environmental Impact Report for this environmental issue.

N.2 Housing

a. Project Design Features

No Project Design Features are identified in the Environmental Impact Report for this environmental issue.

b. Mitigation Measures

No Mitigation Measures are identified in the Environmental Impact Report for this environmental issue.

N.3 Population

a. Project Design Features

No Project Design Features are identified in the Environmental Impact Report for this environmental issue.

b. Mitigation Measures

No Mitigation Measures are identified in the Environmental Impact Report for this environmental issue.

O. Climate Change

a. Project Design Features

Project Design Feature 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Pre-construction.

Monitoring Frequency: Once prior to issuance of building permits.

Action Indicating Compliance: Issuance of building permits.

Project Design Feature O-2 (Ci): Land uses within the City portions of the Project Site that purchases power from the Los Angeles Department of Water and Power shall purchase 20 percent green power, achieved through Project's participation in the Los Angeles Department of Water and Power's Green Power Program.

Enforcement Agency: City of Los Angeles, Department of Building and Safety.

Monitoring Agency: City of Los Angeles, Department of Water and Power.

Monitoring Phase: Construction.

Monitoring Frequency: Once prior to issuance of building permits.

Action Indicating Compliance: Issuance of building permits.

Project Design Feature 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 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Pre-construction.

Monitoring Frequency: Once prior to issuance of building permits.

Action Indicating Compliance: Issuance of building permits.

Project Design Feature O-4: [DELETED]

Project Design Feature O-5 (Ci/Co): The Project shall implement the following indoor and outdoor water conservation project design features:

Outdoor:

- 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/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.

Indoor:

- 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 (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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Public Works, as applicable.

Monitoring Phase: Pre-construction.

Monitoring Frequency: Once prior to issuance of building permits.

Action Indicating Compliance: Issuance of building permits.

Project Design Feature 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.

Enforcement Agency: City of Los Angeles, Department of Building and Safety or County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Agency: City of Los Angeles, Department of Water and Power, Bureau of Sanitation or County of Los Angeles Sanitation District; County of Los Angeles, Department of Regional Planning, as applicable.

Monitoring Phase: Construction; Post-construction operations.

Monitoring Frequency: Annually with MMRP compliance report.

Action Indicating Compliance: Statement of compliance submitted with annual MMRP compliance report.

b. Mitigation Measures

No Mitigation Measures are identified in the Environmental Impact Report for this environmental issue.

EXHIBIT G
Zone Change Ordinance

ORDINANCE NO. 182321

An ordinance amending Section 12.04 of the Los Municipal Code by amending the zoning map.


THE PEOPLE OF THE CITY OF LOS ANGELES DO ORDAIN AS FOLLOWS:

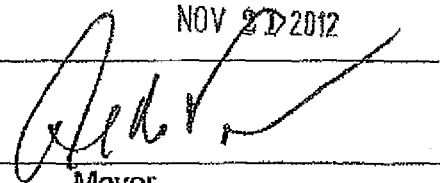
Section 1. Maps A1-A5 (Zone Change-5 Maps) and Maps B1 and B2 (Zone Change, Post Annexation-2 Maps). Section 12.04 of the Los Angeles Municipal Code is hereby amended by changing the zone classifications of properties shown upon a portion of the Zoning Map incorporated therein and made a part of Article 2, Chapter 1 of the LAMC, so that such portion of the Zoning Map shall conform to the zoning on the map attached hereto and incorporated herein by this reference for those properties currently in the jurisdiction of the City and as pre-zoning for areas to be annexed to the City.

Sec. _____. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board at the Temple Street entrance to the Los Angeles County Hall of Records.

I hereby certify that this ordinance was passed by the Council of the City of Los Angeles, at its meeting of NOV 16 2012.

JUNE A. LAGMAY, City Clerk

By 
Deputy

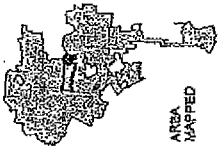
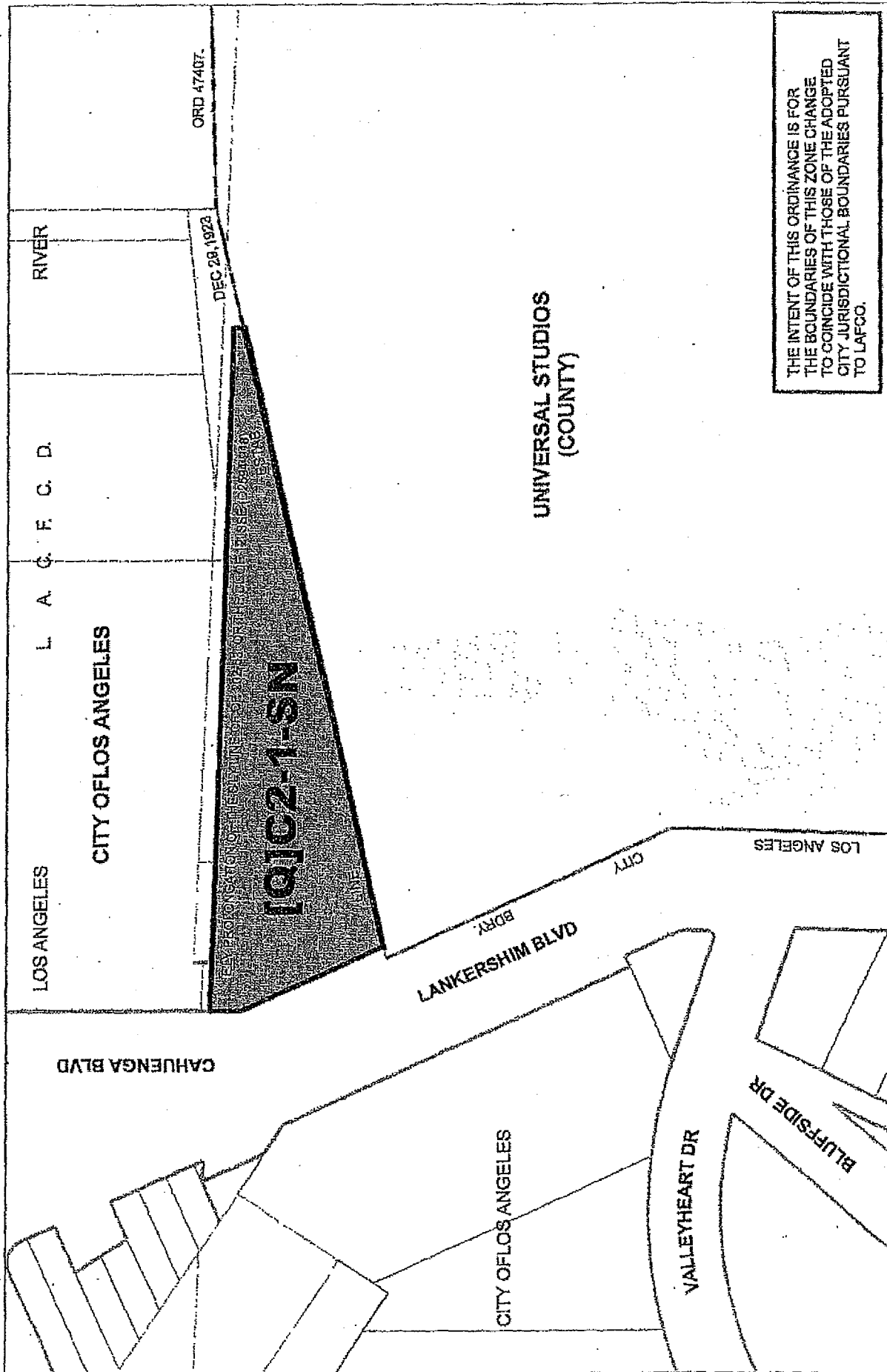
Approved  NOV 20 2012
Mayor

Pursuant to Sec. 559 of the City Charter,
I approve this ordinance on behalf of the
City Planning Commission and
recommend that it be adopted....

November, 14, 2012
See attached report

File No. C.F.12-1657
CPC-2007-251-GPA-ZC-SP-SPA-CA


Michael J. LoGrande
Director of Planning



AREA
MAPPED

NBC UNIVERSAL EVOLUTION PLAN
(ZONE CHANGE)

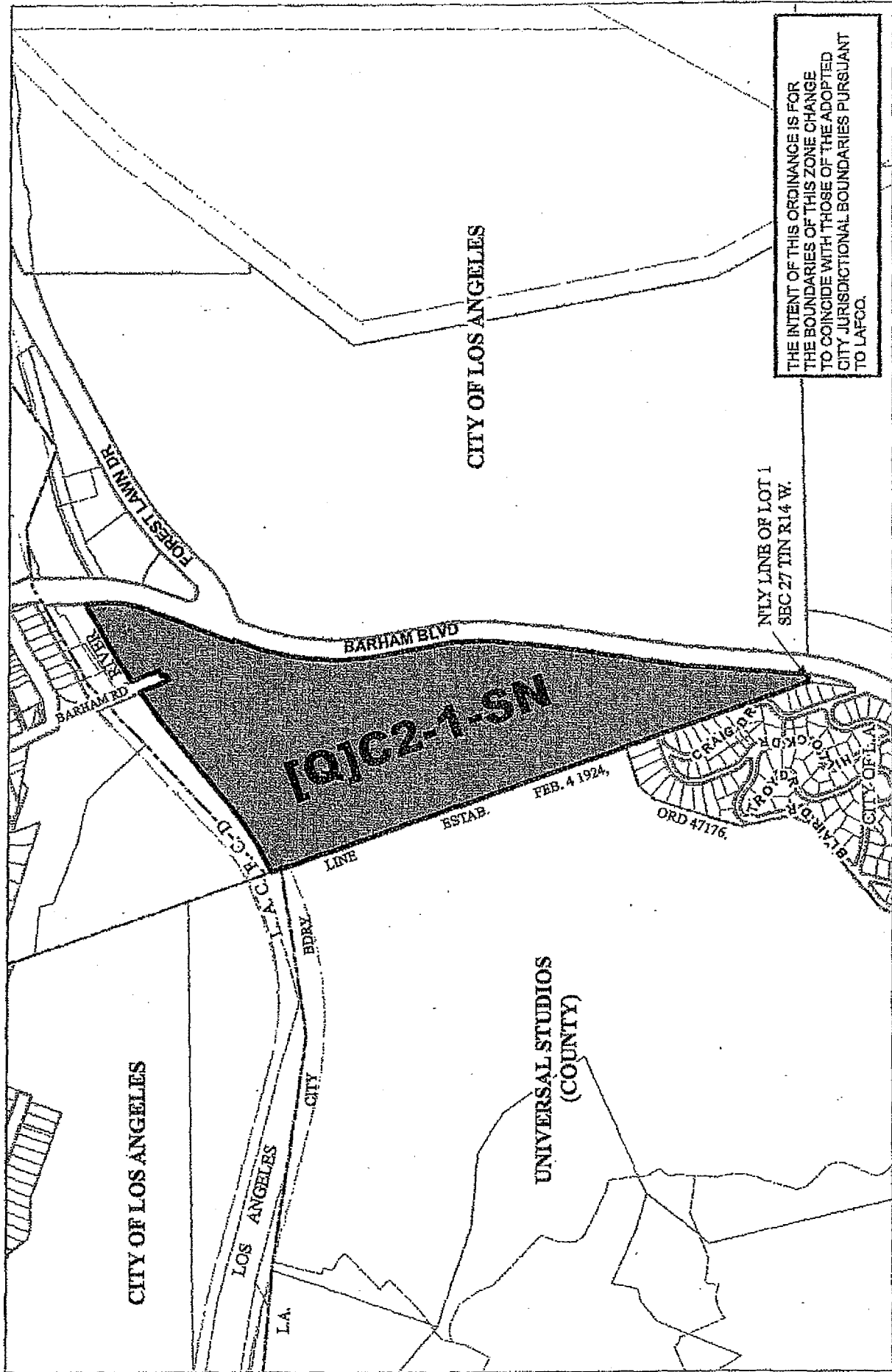
(ZONE CHANGE)

C.M. 162 B 177	CPC 2007-251-GPA-ZC
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091412

MAP A1





THE INTENT OF THIS ORDINANCE IS FOR THE BOUNDARIES OF THIS ZONE CHANGE TO COINCIDE WITH THOSE OF THE ADOPTED CITY JURISDICTIONAL BOUNDARIES PURSUANT TO LAFCO.



AREA MAPPED

NBC UNIVERSAL EVOLUTION PLAN
(ZONE CHANGE)

MAP A2

C.M. 155 b 181, 162 B181 CPC 2007-251-GPA-ZC 4/19/07





THE INTENT OF THIS ORDINANCE IS FOR THE BOUNDARIES OF THIS ZONE CHANGE TO COINCIDE WITH THOSE OF THE ADOPTED CITY JURISDICTIONAL BOUNDARIES PURSUANT TO LAFCO.



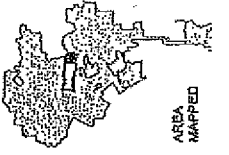
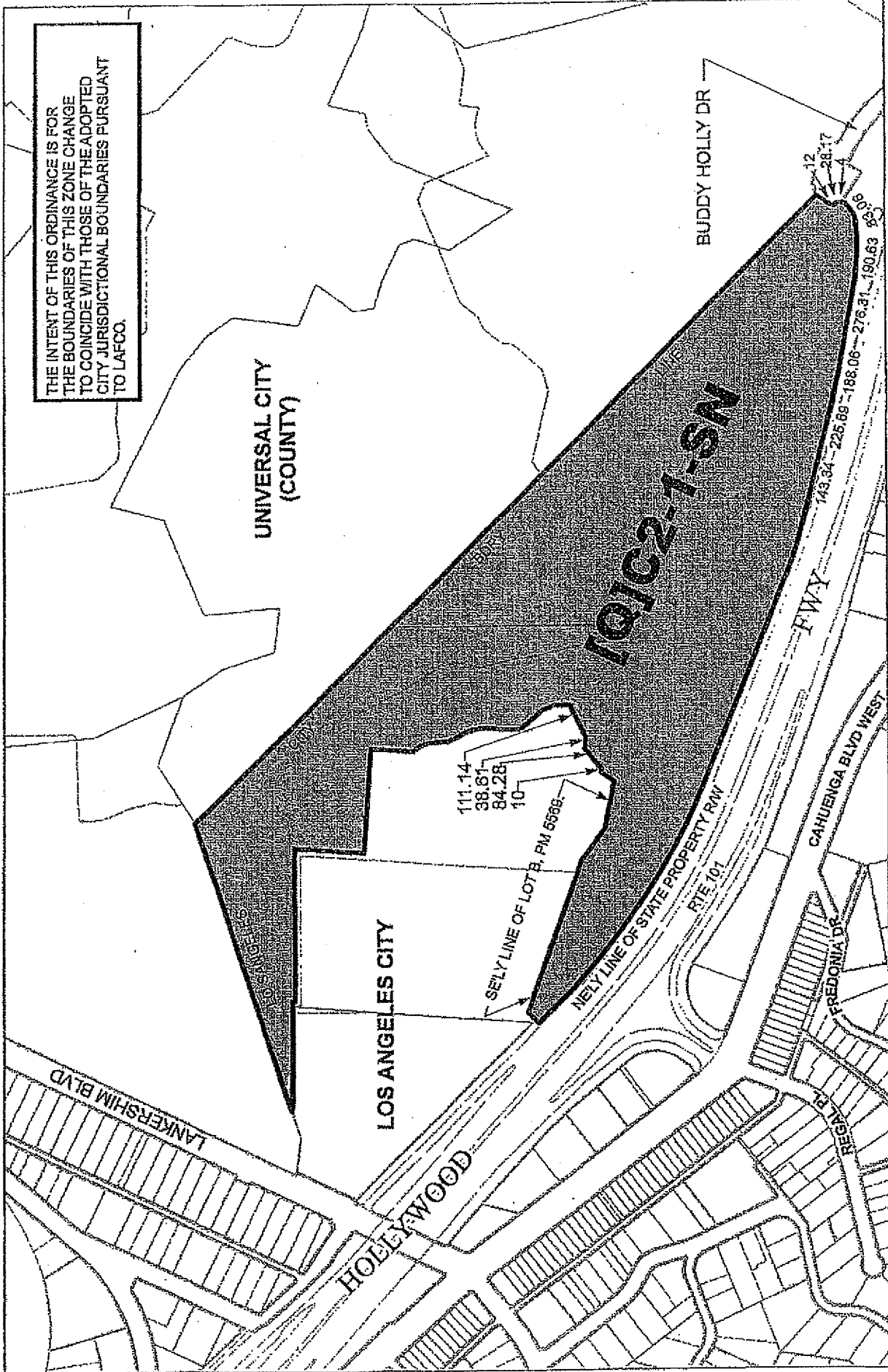
NBC UNIVERSAL EVOLUTION PLAN
(ZONE CHANGE)

MAP A3



C.M. 159 b 161	CPC 2007-251-GPA-ZC	101212
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DATA SOURCES: DEPARTMENT OF CITY PLANNING, BUREAU OF ENGINEERING



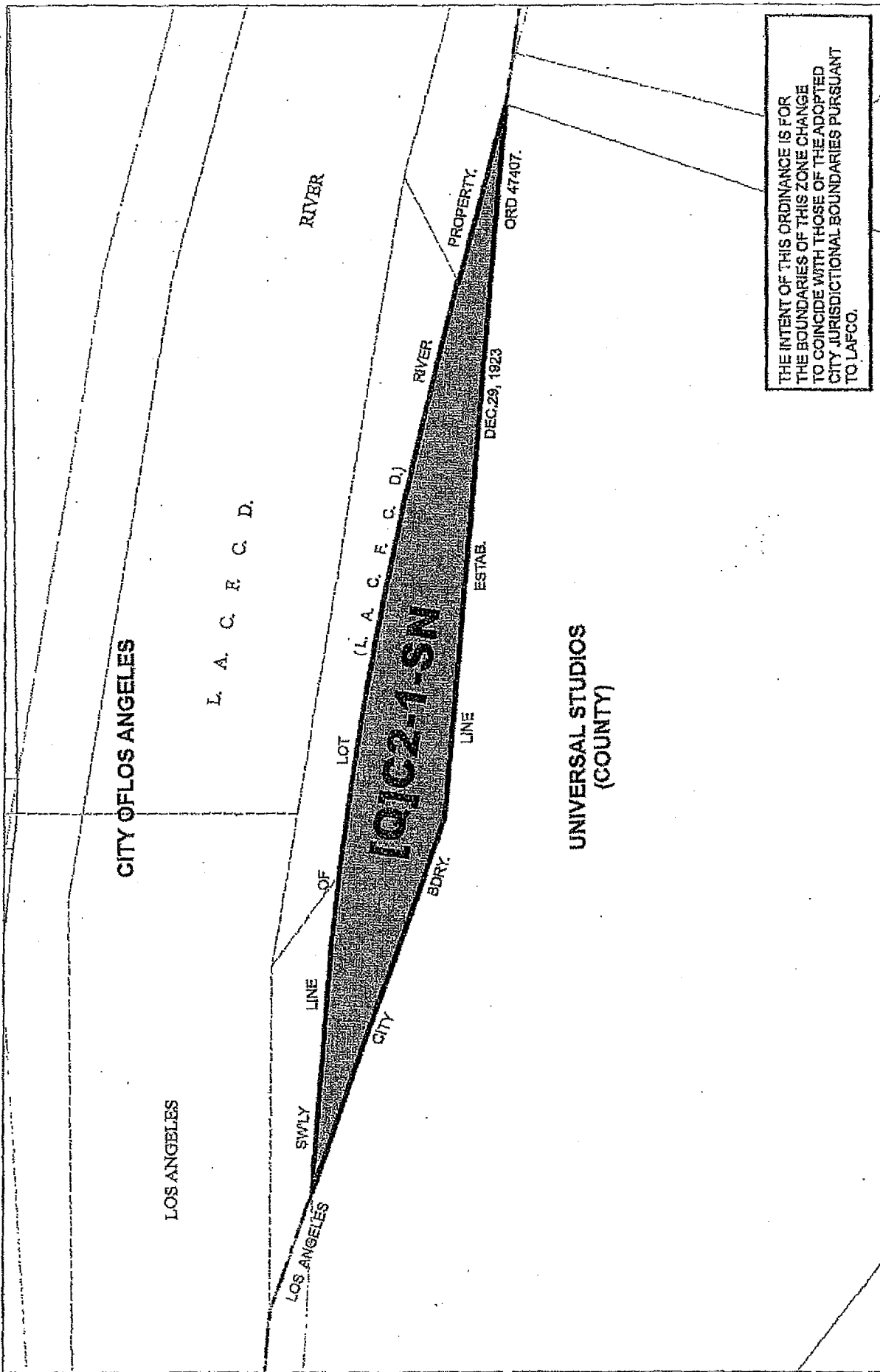
AREA
MAPPED

NBC UNIVERSAL EVOLUTION PLAN
(ZONE CHANGE)

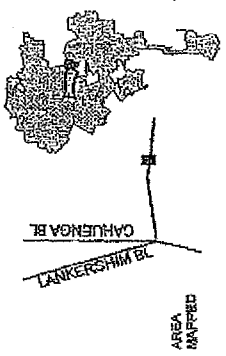
MAP A4

C.M. 159 B 177, 159 B 181 162 B 177	CPC 2007-251-GPA-ZC-SP	1/11/09
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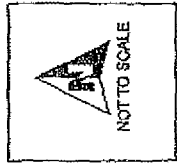
THE INTENT OF THIS ORDINANCE IS FOR THE BOUNDARIES OF THIS ZONE CHANGE TO COINCIDE WITH THOSE OF THE ADOPTED CITY JURISDICTIONAL BOUNDARIES PURSUANT TO LAFCO.

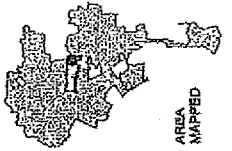
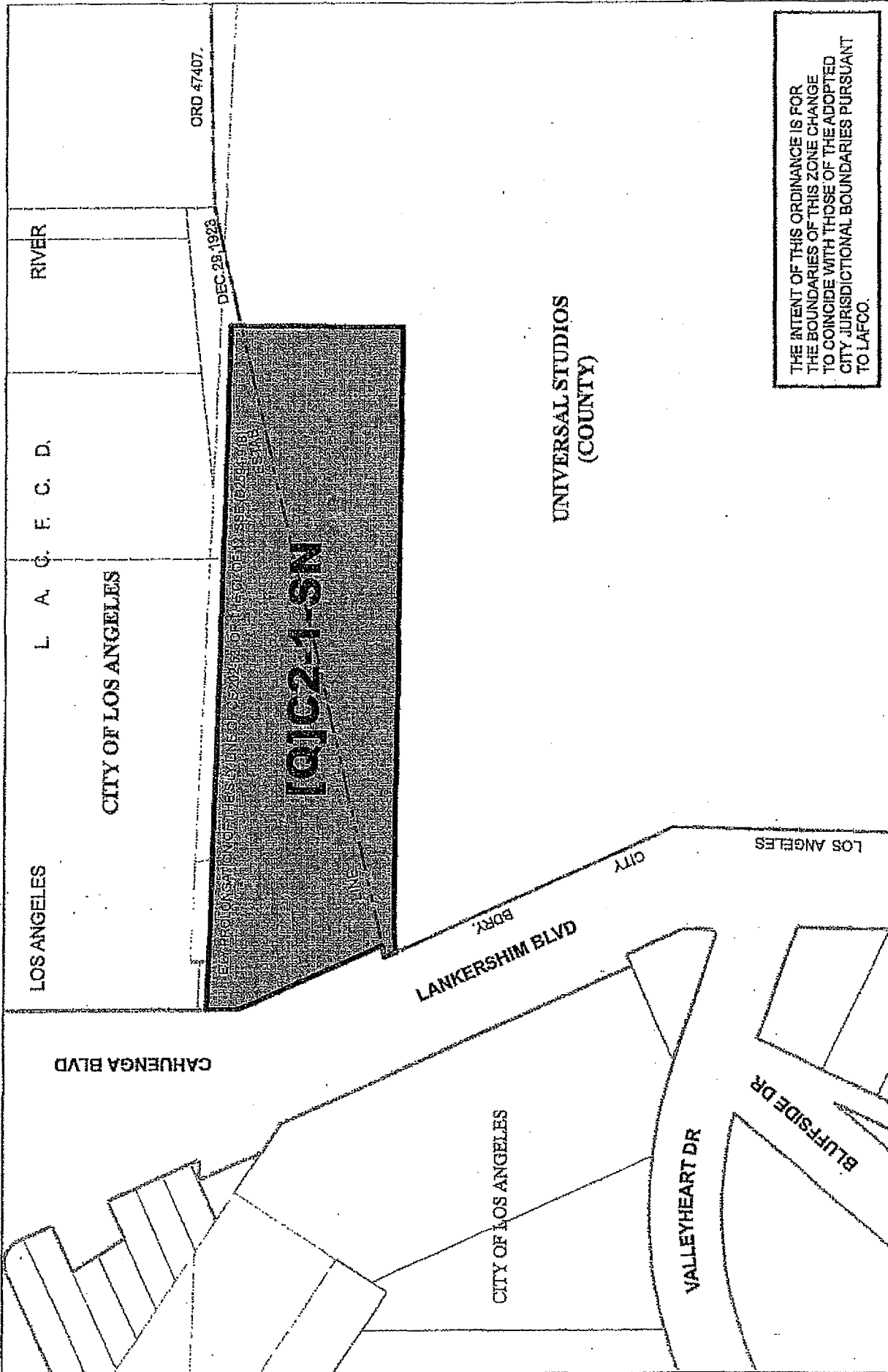


NBC UNIVERSAL EVOLUTION PLAN
(ZONE CHANGE)

MAP A5

C.M. 162 B 177, 162 B 181	CPC 2007-251-GPA-ZC	081472
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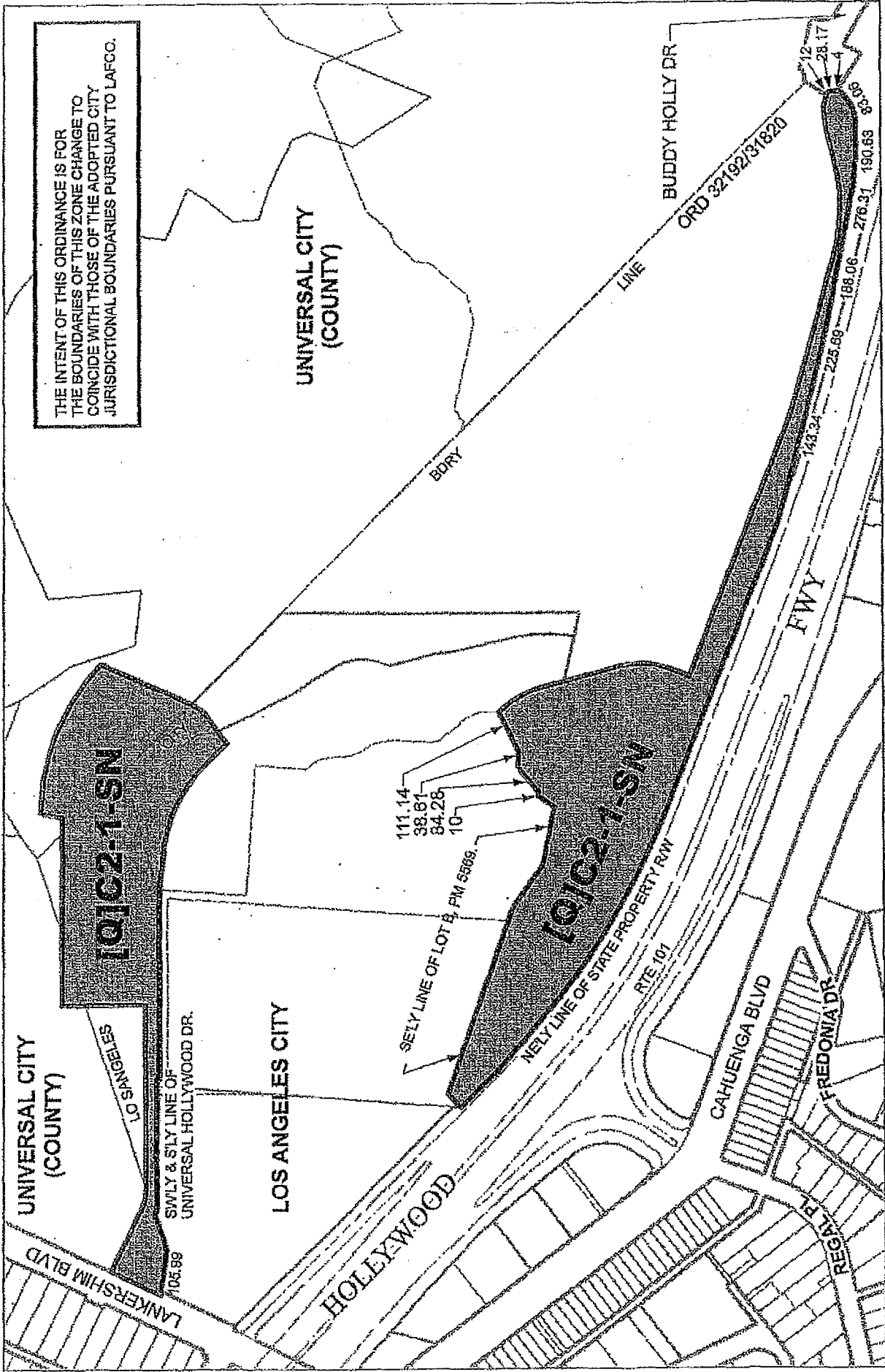
NBC UNIVERSAL EVOLUTION PLAN
 (ZONE CHANGE, POST ANNEXATION)

MAP B1

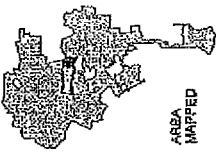


C.M. 182 B 177	CPC 2007-251-GPA-ZC	101112
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DATA SOURCES: DEPARTMENT OF CITY PLANNING, EVALUATION OF BOUNDARIES



THE INTENT OF THIS ORDINANCE IS FOR THE BOUNDARIES OF THIS ZONE CHANGE TO COINCIDE WITH THOSE OF THE ADOPTED CITY JURISDICTIONAL BOUNDARIES PURSUANT TO LAFCCO.



AREA MAPPED

NBC UNIVERSAL EVOLUTION PLAN
(ZONE CHANGE, POST ANNEXATION)

MAP B2



C.M. 169 B 177, 169 B 181 182 B 177	CPC 2007-251-GPA-ZC-SP	101612
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Zone Change Ordinance

Sec. 2. Notwithstanding the requirements of Section 12.14 "C2" Commercial Zone of the Los Angeles Municipal Code, all the uses permitted in the C2 Zone, which includes motion picture and television studios and related incidental uses that are located on a motion picture or television studio site, including film, video and audio processing, sets and props productions, computer design, computer graphics, animation, offices, and ancillary facilities related to those activities shall be permitted. In addition, the following uses shall be permitted without obtaining a Conditional Use Permit:

- A. Outdoor movie, television, video, digital and other media production.
- B. Entertainment attractions, including tram tour and theme park uses.
- C. Satellite dishes, and cellular and communication facilities.
- D. One hotel, not withstanding proximity to RE Zone.
- E. Outdoor eating areas for restaurants above the ground floor.
- F. Warehouse uses, but only as accessory uses identified in Sec. 2 above.
- G. Bus parking and truck parking but only as accessory uses identified in Sec. 2 above.

Sec. 3. **Height.** Notwithstanding Section 12.21.1.A.1 and 12.21.1.A.10, of the LAMC, heights shall be in substantial conformance with the Height Zone Map of Exhibit A (stamped and dated September 27, 2012, as attached to the case file). No building or structure located on the subject property shall exceed 300 feet in height as measured by Building and Safety.

Sec. 4. **Supplemental Use Sign District.** Notwithstanding Section 13.11 B of the LAMC, A Supplemental Use "SN" Sign District may be established for non-contiguous parcels subject to this Ordinance.

Sec. 5. **Mulholland Scenic Parkway Specific Plan.** Notwithstanding the requirements of the Mulholland Scenic Parkway Specific Plan (Ordinance No. 167,943), relocation of the one existing sign on the subject property located within the Outer Corridor of the Specific Plan shall not be subject to the Mulholland Scenic Parkway Specific Plan. Buildings, including public facilities, located within the Outer Corridor of the Specific Plan shall be subject to the regulations of the Specific Plan.

Sec. 6. **Location of Parking Spaces.** Parking spaces required for new buildings developed on the subject property may be located within the subject property or those portions of Universal City within the jurisdiction of the County of Los Angeles.

Sec. 7. **Floor Area Averaging.** Notwithstanding Section 12.24 W. 19 (c) of the Municipal Code, the property, delineated in the attached maps shall be treated as a unified development and floor area averaging shall be permitted without obtaining a Conditional Use Permit.

[Q] QUALIFIED CONDITIONS OF APPROVAL

Sec. 8. Pursuant to Section 12.32 G of the Municipal Code, the following limitations are hereby imposed upon the use of the subject property, subject to the "Q" Qualified classification.

A. ENTITLEMENT CONDITIONS

1. **Use.** Use of the subject property shall be limited to the use and area provisions of the C2-1 Zone, as defined in Section 12.14 of the Municipal Code, as modified by this ordinance.
2. **Site Development.** The subject Project shall be developed in substantial conformance with the Alternative 10 conceptual plans, marked as Exhibit A (stamped and dated September 27, 2012, as attached to the case file). Prior to the issuance of any building permit for the construction of a project resulting in an increase in floor area or a change in land use category pursuant to Table No. 1-A and Table No. 1-B, other than sets/façades and temporary uses, the Applicant, or its successor shall submit final design plans to the satisfaction of the Director of City Planning, which shall include elevations, building placement, height, square footage and architectural elements as applicable. The Director may present the design to the City Planning Commission as necessary under the Director's Report under the City Planning Commission's Agenda.
3. **Childcare Facility.** The existing childcare facility permitted pursuant to ZA-92-1187 for property located at 3737 Barham Boulevard, shall be permitted to continue and may be expanded as permitted pursuant to C2 Zone restrictions, provided that the expanded childcare facility is in substantial compliance with the conditions set forth below:
 - a. A maximum of 5,000 square feet shall be permitted for the expansion of the existing childcare center (10,000 square feet) for a total square footage of 15,000 square feet.
 - b. The subject childcare facility shall be for the sole use of employees of NBCUniversal or its successor in interest.
 - c. Enrollment shall be limited to a maximum of 150 children.
4. **Parking/Driveway Plan.** Prior to the issuance of any building permit, a parking area and driveway plan shall be prepared for approval by the District Offices of the Bureau of Engineering and the Department of Transportation.
5. **Site Access and Internal Circulation.** Prior to the issuance of any building permit, the Applicant shall secure approval by DOT of driveway access, loading/unloading areas or the parking scheme for the Project. That review should be accomplished by submitting a site plan separately to the District office of the Department of Transportation.
6. **Buffer Zone.** A buffer zone of a minimum of 100 feet shall be provided to the north, east and southern boundary of the subject property directly abutting residential uses in the Hollywood Manor neighborhood. The buffer shall not overlap onto the subject's project portion under the jurisdiction of the County in accordance with its own jurisdictional requirements. Other than a roadway for emergency, security and/or maintenance access, and public facilities and underground utilities, no activities or new development shall occur within the

setback areas described in this condition. Any sets, façades, or other structures existing within the setback areas as of the effective date of this Ordinance may remain and continue to be utilized.

7. **Landscaping Plan.** Prior to the issuance of any final certificate of occupancy, the Applicant, or its successor, shall install landscaping, to the satisfaction of the Director of City Planning, in consultation with the Urban Design Studio, in substantial conformance, with Exhibit A (stamped and dated September 27, 2012, as attached to the case file) and shall include an automatic irrigation system.
8. **Landscape (Surface Parking).** Prior to the issuance of any final certificate of occupancy, a minimum of one 24-inch box tree (minimum trunk diameter of two inches and a height of eight feet at the time of planting) shall be planted for every four new surface parking spaces. The trees shall be dispersed within the parking area so as to shade the surface parking area and shall be protected by a minimum 6-inch high curb, and landscape. Automatic irrigation plan shall be approved to the satisfaction of the Department of City Planning.
9. **Street Lighting.** Prior to the issuance of any building permits, satisfactory arrangements shall be made to guarantee the installation of street lighting facilities as may be required by the Bureau of Street Lighting.
10. **Street Trees.** Prior to the issuance of any building permits, satisfactory arrangements shall be made with the Street Tree Division of the Bureau of Street Maintenance for the construction of tree wells and planting of street trees.
11. **Articulation of Building Facades of Parking Structures and Bus/Truck Screening.** Prior to the issuance of a building permit for buildings along Barham Boulevard, the Applicant shall provide plans to the satisfaction of the Director of City Planning, in consultation with the Urban Design Studio, detailing the design of any parking structure using compatible colors, materials, and architectural details with the building it serves. In addition, the plan shall include techniques to screen the parking structures.

Prior to the issuance of a building permit for buildings along W.C. Fields Drive, the Applicant shall also provide plans to the satisfaction of the Director of City Planning, in consultation with the Urban Design Studio, detailing options to screen bus parking across the roadway on the southern portion of the subject property. This condition shall be in addition to the currently screened on-site bus parking located on the southern portion of the subject property.

12. **Public Walkway Plan:** The Applicant shall submit a Public Walkway Plan to the satisfaction of the Director of Planning, in consultation with Urban Design Studio with the following design criteria included:
 - A. Walkway width of a minimum of 6 feet;
 - B. Walkway connections to public areas, to adjacent or accessory buildings on the same lot and the front lot line(s) of the lot on which the building(s) is located. Walkways may also connect buildings to alternate points on the same lot.

13. **Bicycle Parking/Plan.** Bicycle parking spaces shall be provide at a rate of two percent of the vehicle parking spaces provided for project in accordance with Section 12.21.A. 16 of the LAMC requirements. Showers shall be provided in accordance with Sec. 91.6307 of the LAMC, except that shower and locker facilities may be provided in another building located within walking distance to the new building. In the event that the shower and/or locker facilities in the other building are permanently removed, substitute facilities shall be provided.

14. **Permitted Floor Area and Equivalency Program.** The Applicant or its successor shall be permitted to equivalent transfer of floor area as listed below in subsection c:

a. **Land Use Category Definitions.**

(1) **Entertainment Retail Use.** Retail stores, shops, services or facilities and restaurant uses, including, but not limited to, such uses in the Universal Studios Hollywood Theme Park and Universal CityWalk.

(2) **Entertainment Use.** All forms of entertainment, recreation and amusement uses generally open to the public, including, but not limited to, uses related to the Universal Studios Hollywood Theme Park, Universal Studio Tour, entertainment attractions and related support facilities not permitted after annexation/detachment.

(3) **Studio Office.** Office facilities for work associated with Studio Uses in which the occupants conduct their primary work activity at a desk or technical or non-technical work station, either within a private office or in an open area. Studio Office includes related support functions including, but not limited to, conference rooms, reception and waiting rooms, child care, file and copy rooms, coffee rooms, and restrooms.

(4) **Studio Use.** Buildings and structures related to the acquisition, creation, development, production, reproduction, recording, transmission, reception, publicizing, merchandising, marketing, promotion, licensing, sales, leasing, financing, accounting, legal, distribution and other exploitation of visual, print and/or aural works, products, services, rights, communications, and similar production activities, including sound stages, live audience stages, studios, television facilities, workshops, storage, consumer support facilities for studio employees and visitors, such as sundries, food services and physical fitness, and ancillary facilities related to those activities.

b. **Permitted Floor Area.** As of the effective date of this ordinance, the total Maximum Permitted Development Floor Area for each Land Use Category shall be as shown in Table No. 1-A and as shown in Table No. 1-B as of the effective date of the detachment and annexation actions, should those actions be approved. Additional C2 zone uses not set forth in Section 2 and Table Nos. 1-A and 1-B, are prohibited without a further discretionary action preceded by environmental review.

**TABLE NO. 1-A
 MAXIMUM PERMITTED FLOOR AREA BY LAND USE CATEGORY
 PRIOR TO ANNEXATION**

Land Use Category	Existing Baseline (Sq. Ft.)	Demolition (Sq. Ft.)	Gross New Development (Sq. Ft.)	Net Additional Permitted (Sq. Ft.)	Maximum Permitted Development (Sq. Ft.)
Studio Use	110	0	50,000	50,000	50,110
Studio Office	172,640 ^a	0	330,000 ^b	330,000	502,640
Hotel ^c	0	0	500 Rooms	500 Rooms	500 Rooms
Office	188	0	0	0	188
Amphitheater	2,500	2,500	0	(2,500)	(2,500)
Entertainment	80	0	0	0	80
Entertainment Retail	176,123	0	50,000	50,000	226,123
Total	351,641	2,500	880,000^{b,c}	877,500	1,229,141

**TABLE NO. 1-B
 MAXIMUM PERMITTED FLOOR AREA BY LAND USE CATEGORY
 AFTER ANNEXATION^e**

Land Use Category	Existing Baseline (Sq. Ft.)	Demolition (Sq. Ft.)	Gross New Development (Sq. Ft.)	Net Additional Permitted (Sq. Ft.)	Maximum Permitted Development (Sq. Ft.)
Studio Use	20	0	50,000	50,000	50,020
Studio Office	270,981 ^a	17,454	330,000 ^b	312,546	583,527
Hotel ^d	0	0	500 Rooms	500 Rooms	500 Rooms
Office	0	0	0	0	0
Entertainment	0	0	0	0	0
Entertainment Retail	23,900	23,900	0	-23,900	0
Total	294,901	41,354	830,000^{b,c}	788,646	1,083,547

- a. Includes existing Child Care Center
- b. Includes 5,000 square-foot expansion of existing Child Care Center and 125,000 sq. ft. of Adm. Bldg.
- c. Includes up 450,000 square feet of hotel.
- d. Includes 125,000 square feet of additional Studio Office (Adm. Bldg.) less 17,454 square feet of Studio Office demolition and 23,900 square feet of Entertainment Retail demolition in City portion rather than County with proposed annexation.
- e. Table No. 1-B is inclusive of the square footage and hotel room count contained in Table No. 1-A.

Note: Table does not reflect alternate Land Use Category Floor Area as may be permitted pursuant to Subsection c below.

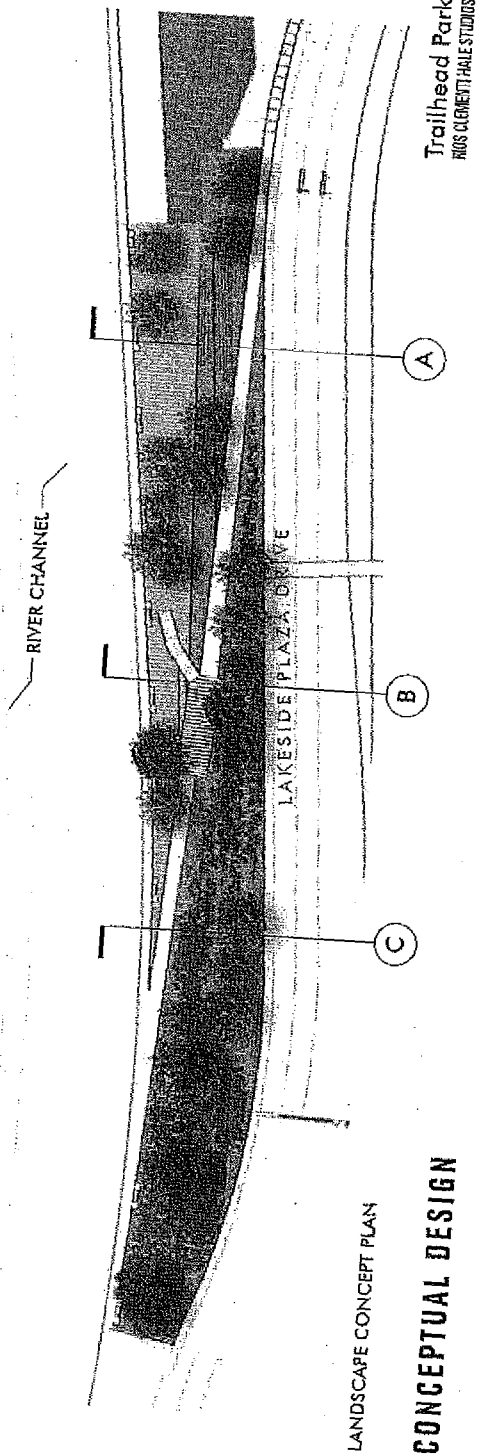
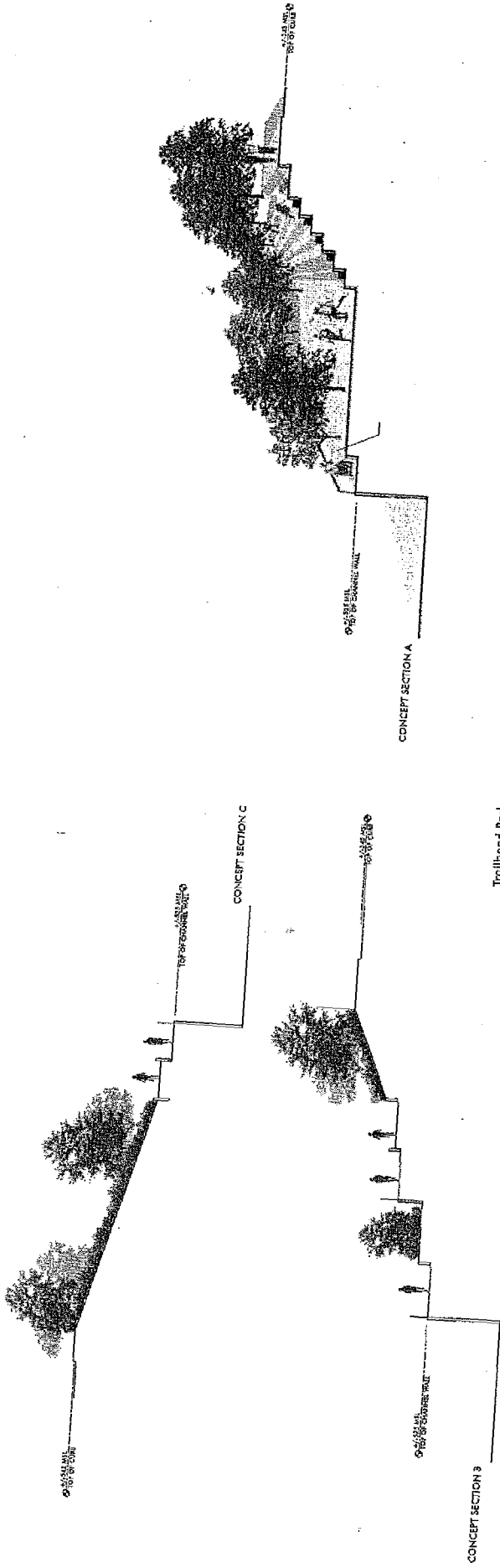
c. Procedures for Equivalency Transfers of Permitted Floor Area Among Land Use Categories After Annexation. Any permitted floor area set forth in Table No. 1-B for the following Land Use Categories: Studio Use, Studio Office, Hotel, Entertainment Use, and Entertainment Retail Use may be transferred to any of the following Land Use Categories: Studio Use, Studio Office, Office, Hotel, Entertainment Use, and Entertainment Retail Use, pursuant to the following procedures.

- (1) The Applicant or its successor shall submit an environmental compliance analysis to the Director with the Site Development submittal set forth in Q Condition 2 above, which shall include:
 - i. a statement as to which Land Use Category's total Maximum Permitted Development Floor Area set forth in Table No. 1-B the Applicant wishes to draw against and the amount of the reduction.
 - ii. an analysis demonstrating that the proposed development does not exceed the environmental impacts described in the NBC Universal Evolution Plan Environmental Impact Report (EIR) (EIR SCH No. 2007071036) including justification for the amount of Maximum Permitted Development Floor Area reduction requested for another Land Use Category.
 - iii. A description of how the proposed development is consistent with the applicable provisions of this Ordinance and mitigation measures in the NBC Universal Evolution Plan Mitigation Monitoring and Reporting Program (MMRP).
- (2) The Applicant shall submit a revised Table No. 1-B reflecting the change in Net Additional Permitted Floor Area and Maximum Permitted Development Floor Area based on the equivalency transfer.
- (3) **Director's Review.** The Director's review of the environmental compliance analysis shall be limited to verifying that the proposed development project is within the environmental impacts described in the NBC Universal Evolution Plan EIR. The Director shall not impose additional conditions or mitigation measures on the development project. If, however, the proposed development project is not within the environmental impacts described in the NBC Universal Evolution Plan EIR, the Director shall disapprove the equivalency transfer.
- (4) If the Director approves the equivalency transfer, Table No. 1-B shall be revised stating the revised Net Additional Permitted Floor Area and Maximum Permitted Development Floor Area with the approved equivalency transfer. An amendment of this Ordinance shall not be required to revise Table No. 1-B in this manner.

Environmental Conditions of Approval

15. **Compliance with MMRP.** The Project Applicant or its successors, shall be obligated to provide documentation concerning implementation of the listed Project Design Features and Mitigation Measures in the MMRP, approved by the City Council on November 14, 2012 under CF 12-1657, and marked as Exhibit A (as attached to the case file), to the appropriate Monitoring Agency and the appropriate Enforcement Agency as provided for therein.

EXHIBIT H
Trailhead Park Conceptual Design



LANDSCAPE CONCEPT PLAN

TRAILHEAD PARK CONCEPTUAL DESIGN

Trailhead Park
RIVER CHANNEL

EXHIBIT I
Signage Covenant

Recording requested by and mail to:

Name: George Mihlsten
Address: Latham & Watkins LLP
355 South Grand Avenue
Los Angeles, CA 90071

*****Space Above This Line For Recorder's Use*****

MASTER COVENANT AND AGREEMENT

The undersigned hereby certifies I am (we are) the owner(s) of the hereinafter legally described real property located in the City of Los Angeles, County of Los Angeles, State of California (please give the legal description):

(Please see Exhibit A for Legal Description) _____;

Site Address 100 Universal City Plaza, Los Angeles, CA

That in consideration of the approval of Council File No. 12-1657 by the City, I (we) do hereby promise, covenant and agree to and with the City of Los Angeles and the Department of City Planning of said City that to the extent of our interest, so long as the expanded "on premises" designation for On-site signs included in the Universal City Sign District (City of Los Angeles Ordinance No. ___) on its effective date remains in effect, any messages on the new On-site signs permitted in the Universal City Sign District may only display advertisements directing attention to: (1) media and entertainment industry products of NBCUniversal or its affiliates, (2) products related to the media and entertainment industry that are produced, distributed, or sold on the Premises, not including products solely displayed in commercials produced on the Premises, and (3) media and entertainment industry businesses, services, activities, or events located or conducted on the Premises. The foregoing notwithstanding, any businesses, services, activities or events on a specific lot shall be permitted to display advertisements on that lot with respect to those businesses, services, activities or events. This covenant shall terminate upon any modification of Ordinance No. ___ that limits the expanded "on premises" designation for On-site signs or any repeal of the Ordinance.

This covenant and agreement shall run with the land and shall be binding upon any future owners, encumbrancers, their successors, heirs or assigns and shall continue in effect until the Department of City Planning of the City of Los Angeles approves its termination.

(Print Name of Property Owner)

(Print Name of Property Owner)

(Signature of Property Owner)

(Signature of Property Owner)

Dated this _____ day of _____ 20____.

*****Space Below This Line For Notary's Use*****

ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____
(Insert Name of Notary Public and Title)

personally appeared _____, 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 on 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.

(Seal)
Signature

Condition No(s). Pursuant to Sec. 4.1.3.15 of the Development Agreement between the City of Los Angeles and Universal Studios LLC

Approved for recording by _____ Date: _____
(Department of City Planning)

INSTRUCTIONS FOR FILING COVENANT AND AGREEMENT FORMS

1. Fill out, in **BLACK INK ONLY**, one copy of the Covenant and Agreement form.
2. Property owner(s) must print and sign their name(s)—signature(s) must be notarized.
3. Submit the completed form to the Department of City Planning for approval and signature.
4. Record the form with the Los Angeles County Registrar-Recorder and obtain a **CERTIFIED** copy. The County Recorder is located at:

12400 Imperial
Highway, Norwalk

14340 Sylvan Street
Van Nuys

335 East Avenue K-6,
Lancaster

11701 S. La Cienega
Blvd., 6th Floor, Los
Angeles

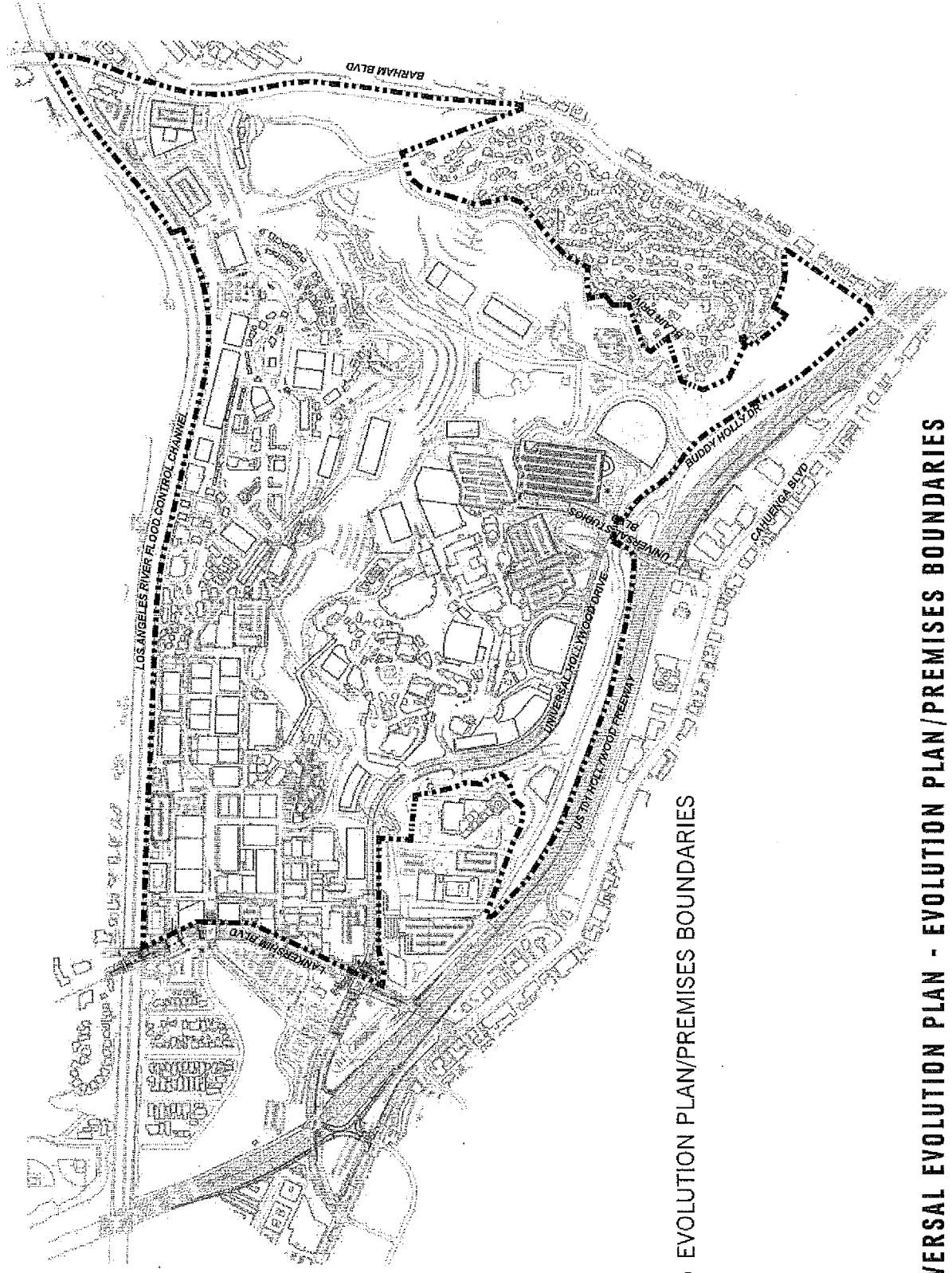
The original form is kept by the County Recorder and will be returned to you at a later date.

5. Return the certified copy of the recorded form, along with one photocopy to the City Planning Office requiring the covenant.
6. Distribution:
1 copy—Building and Safety
1 copy (certified)—Planning Department file

If you have any questions, contact the decision maker.

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT J
Evolution Plan Premises



----- EVOLUTION PLAN/PREMISES BOUNDARIES

NBCUNIVERSAL EVOLUTION PLAN - EVOLUTION PLAN/PREMISES BOUNDARIES

JANUARY 18, 2013