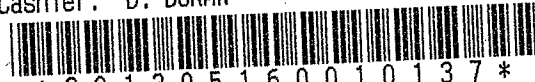


Los Angeles County Registrar / Recorder  
12400 Imperial Highway, Norwalk, CA  
(800)201-8999

Revenue Collection

NORWALK

Cashier: D. DURAN



\* 2 0 1 3 0 5 1 6 0 0 1 0 1 3 7 \*

Thursday, May 16, 2013 4:55 PM

Item(s)

<u>Fee</u>	<u>Qty</u>	<u>Total</u>
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Recorded Document Count = 1

20130742355

FREE RECORDING	1	\$0.00
AB 1168 REDACTION FEE	1	\$0.00
Electronic Recording Fee	1	\$0.00
Micrographics Fee	1	\$0.00
Days of Operation Fee	1	\$0.00
Indexing	1	\$0.00
ADDITIONAL PAGE FEE (REVE 130		\$0.00
ADDITIONAL PAGE FEE (STAT 130		\$0.00
ADDITIONAL PAGE FEE (IMPR 130		\$0.00

Subtotal	=	\$0.00
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<b>Total</b>		<b>\$0.00</b>
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Customer payment(s):

**COPY** of Document Recorded

Has not been compared with original.

Original will be returned when  
processing has been completed.

LOS ANGELES COUNTY REGISTRAR - RECORDER

05/16/2013



\*20130742355\*

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

## DEVELOPMENT AGREEMENT

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## DEVELOPMENT AGREEMENT

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

### RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **AGREEMENT**

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

#### **1. DEFINITIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2. OBLIGATIONS OF PROPERTY OWNER.**

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

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

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

### **2.3. Public Benefits.**

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

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

### **3. OBLIGATIONS OF THE COUNTY.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **4. ANNEXATION AND DETACHMENT.**

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

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

#### **5. ANNUAL REVIEW.**

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

#### **6. DEFAULT PROVISIONS.**

##### **6.1. General Default Provisions.**

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



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

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

## **6.2. Remedies for Default**

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

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

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

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

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

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

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

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

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

## **7. GENERAL PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**7.12. Cooperation and Implementation.**

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

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

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

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

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

**7.14. Hold Harmless and Insurance.**

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

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

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

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

If to the County:

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

with copies to

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

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

If to Property Owner:

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

with copies to

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

APPROVED AS TO FORM:

JOHN F. KRATTLI  
COUNTY COUNSEL

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

By: Patricia Keane  
Patricia Keane, Deputy

DATE: MAY 08 2013

DATE: 04/29/2013

ATTEST:



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

By: Sachi A. Hamai

DATE: MAY 08 2013

UNIVERSAL STUDIOS LLC

By: Corinne Verdery  
Name: Corinne Verdery

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

By: Edward Mark Lyum  
Name: Edward Mark Lyum

Title: Senior Vice President, Global Real Estate

DATE: 5/2/13

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

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

By: Patricia Keane  
Deputy

HOA 970608.4



ADOPTED  
BOARD OF SUPERVISORS

72

APR 30 2013

Sachi A. Hamai  
SACHI A. HAMAI  
EXECUTIVE OFFICER

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

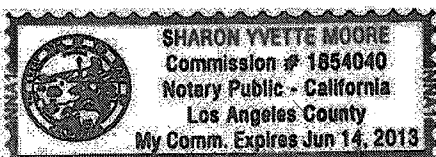
CIVIL CODE § 1189

State of California

County of LOS ANGELES

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

personally appeared CORINNE VERDERY



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

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

WITNESS my hand and official seal.

Signature: [Signature]

Place Notary Seal Above

## OPTIONAL

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

### Description of Attached Document

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

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: CORINNE VERDERY

- ☒ Corporate Officer — Title(s): CHIEF REAL ESTATE DEVELOPMENT & PLANNING OFFICER
- ☐ Individual
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: UNIVERSAL STUDIOS LLC

Signer Is Representing: \_\_\_\_\_

77936

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1180

State of California

County of LOS ANGELES

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

personally appeared EDWARD MARK LYUM



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

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

WITNESS my hand and official seal.

Signature: [Signature]

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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**Capacity(ies) Claimed by Signer(s)**

Signer's Name: EDWARD MARK LYUM

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

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: UNIVERSAL STUDIOS LLC

Signer Is Representing: \_\_\_\_\_