

SETTLEMENT AGREEMENT

Dated September 22, 2017

By and Between

Center for Biological Diversity, the Wishtoyo Foundation, the Wishtoyo Foundation's Ventura Coastkeeper Program, the California Native Plant Society, and the Santa Ynez Band of Chumash Indians, on the one hand,

and

The Newhall Land and Farming Company, a California limited partnership, and Stevenson Ranch Venture, LLC, on the other hand.

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Table of Defined Terms

As used in this Settlement Agreement, the following terms have the meanings specified below.

“**Alternative Dispute Resolution**” or “**ADR**” means a binding arbitration to resolve issues in dispute between the Petitioners and Newhall that are subject to such arbitration under this Settlement Agreement.

“**Area of Potential Effects**” means the Area of Potential Effects for the federal undertaking consisting of the ACOE’s issuance of the Newhall Section 404 Permit, as defined in the Programmatic Agreement.

“**ACOE**” means the U.S. Army Corps of Engineers.

“**CBD**” means the Center for Biological Diversity.

“**CNPS**” means the California Native Plant Society.

“**CDFW**” means the California Department of Fish and Wildlife.

“**CEQA**” means the California Environmental Quality Act, Cal. Pub. Res. Code sections 21000, et seq.

“**Claims**” is defined in Section 4(a) herein.

“**Consult**” or “**Consultation**” means to make additional, meaningful efforts beyond that which is offered to the public to involve the Santa Ynez Band and the Tataviam Band in certain decision-making processes specified in this Settlement Agreement such that their requests may be incorporated and/or addressed.

“**County**” means the County of Los Angeles.

“**Cultural Facility**” is defined in Section 1(f)(xi) herein.

“**Cultural Facility Agreement**” means that certain Cultural Facility Agreement by and between Newhall and Wishtoyo referenced in Section 1(f)(xi) herein and dated as of the Effective Date.

“**Effective Date**” means September 22, 2017.

“**EIR**” means an environmental impact report pursuant to CEQA.

“**EIS**” means an environmental impact statement pursuant to NEPA.

“**Final AEA**” means the Final Additional Environmental Analysis for the Newhall Ranch Resource Management and Development Plan and Spineflower Conservation Plan EIR, published by CDFW (State Clearinghouse No. 2000011025).

“**Friends**” means the Friends of the Santa Clara River.

“**Future Project Approvals**” means any and all permits, approvals, entitlements and/or allowances of any sort whatsoever, including any and all environmental clearances pursuant to CEQA and NEPA, together with any required mitigation measures or the implementation thereof, issued after the Effective Date by any and all Governmental Authorities for any and all portions of the Property, the Villages, and related areas that, in addition to the Previously Issued Project Approvals and the Pending Project Approvals, are or may be necessary, useful, or convenient for the development of any portion(s) of the Property, the Villages, and related areas to the extent such permits, approvals, entitlements and/or allowances are in effect at any time relevant to the performance of the Parties’ rights and obligations in this Settlement Agreement and as they may be amended or reissued, as more fully described in Exhibit H. Without limiting the foregoing, Future Project Approvals includes Material Changes to the Previously Issued Project Approvals. References within this Settlement Agreement to Future Project Approvals include all such Future Project Approvals as they are ultimately approved.

“**GHG**” means greenhouse gas.

“**GHG Locational Performance Standards**” means the geographic locational requirements applied to all GHG reductions used by Newhall to implement Mitigation Measures 2-10 and 2-13 in the Final AEA to reduce the overall RMDP/SCP project emissions, as set forth in the Final AEA, as identified in Section X(A) of the GHG Reduction Plan. These GHG Locational Performance Standards apply only at the RMDP/SCP project level and do not apply to any individual Village-level project.

“**GHG Reduction Performance Standards**” means the performance standards, including without limitation additionality, quantification, transparency, and verification, as applied to all GHG reductions used by Newhall to implement Mitigation Measures 2-10 and 2-13 as part of the RMDP/SCP Net Zero Plan, Mitigation Measures 4.23-10/2-10 and 4.23-13/2-13 as part of the Mission Village Net Zero Plan, and Mitigation Measures 4.23-10/2-10 and 4.23-13/2-13 as part of the Landmark Village Net Zero Plan, and comparable mitigation measures associated with the Village-level projects, as set forth in the Final AEA, the Mission Village Final Recirculated EIR Portions, and the Landmark Village Final Recirculated EIR Portions, respectively, as identified in Section IX of the GHG Reduction Plan.

“**GHG Reduction Plan**” means the GHG Reduction Plan as set forth in Appendix 6 of the Final AEA (Newhall Ranch Greenhouse Gas Plan, Revised Appendix F of Draft AEA Appendix 1, June 1, 2017) and the comparable GHG Reduction Plan as set forth in the Mission Village Final Recirculated EIR Portions and the Landmark Village Final Recirculated EIR Portions, including any amendments thereto approved by CDFW and/or the County, respectively.

“**Governmental Authority**” means any federal, state, regional, local or other governmental entity, body, branch, bureau, official, special district, department, court or other tribunal, or any other governmental or quasi-governmental authority, exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory, or land use

authority or power over Newhall, the Property, the Villages, the Previously Issued Project Approvals, the Pending Project Approvals, or the Future Project Approvals.

“Historic Properties Treatment Plan” means the Research Design And Treatment Plan For Archaeological Sites CA-LAN-962H, CA-LAN-2133, and CA-LAN-2233 for the Newhall Ranch Resource Management and Development Plan, Los Angeles County, California, prepared for the ACOE and dated April 30, 2010, including any amendments thereto.

“Key Persons” means, individually or collectively, any person who is or was on the board of directors, and/or is or was an officer of Petitioners and/or Petitioner Parties, including without limitation the president, vice president, general counsel and/or executive director level positions, as of any one or more of the following dates:

- (i) one year prior to the Effective Date, except that such person shall cease to be deemed a Key Person under this clause (i) three (3) years after the Effective Date;
- (ii) the Effective Date, except that such person shall cease to be deemed a Key Person under this clause (ii) three (3) years after the such person ceases to be such a member of the board of directors and/or an officer of Petitioners and/or Petitioner Parties; and/or
- (iii) the date(s) when an act of Opposition occurs.

A person who would otherwise qualify as a Key Person shall not be deemed a Key Person if he or she is an elected public official at the time he or she takes any action in his or her official capacity relevant to this Settlement Agreement.

“Landmark Village Final Recirculated EIR Portions” means the Final Recirculated Portions of the Landmark Village Environmental Impact Report published by the County of Los Angeles (State Clearinghouse No. 2004021002).

“Landmark Village Net Zero Plan” means the requirement for Newhall to implement and comply with Mitigation Measures LV 4.23-1/2-1 through LV 4.23-13/2-13 to reduce GHG emissions related to the Landmark Village project, as set forth in the Landmark Village Final Recirculated EIR Portions, as such GHG emissions are quantified in the Landmark Village Final Recirculated EIR Portions.

“Landmark Village UTS Protection Plan” means the requirement for Newhall to implement and comply with Mitigation Measures LV 4.4-67/BIO-3-1a through LV 4.4-86/BIO-3-3f for modified design and construction methods for bridges and bank stabilization in or near the Santa Clara River, as set forth in the Landmark Village Final Recirculated EIR Portions, to ensure that there are no significant impacts to, and no take of, unarmored threespine stickleback caused by the Landmark Village project.

“LARWQCB” means the Los Angeles Regional Water Quality Control Board.

“Material Change” means:

(i) an exceedance of the total number of residential units or total commercial square footage identified in Exhibit S for the RMDP/SCP and each Village (other than as described below); or

(ii) for Villages that have natural open space or habitat conservation areas designated in the Previously Issued Project Approvals in effect as of the Effective Date, a proposed discretionary change to such Previously Issued Project Approvals by a Governmental Authority that:

(a) significantly reduces the size of such natural open space or habitat conservation areas; or

(b) amends the SCP’s edge effect conditions for Spineflower Preserves such that the amendment significantly reduces protections of the Spineflower Preserves.

A Material Change does not result from any other changes to the RMDP/SCP or any Village, nor from a transfer of dwelling units or commercial development between Villages in accordance with the development transfer rights in Section 3.5 of the Newhall Ranch Specific Plan, nor from the implementation of the Previously Issued Project Approvals in effect as of the Effective Date.

“Mission Village Final Recirculated EIR Portions” means the Final Recirculated Portions of the Mission Village Environmental Impact Report published by the County of Los Angeles (State Clearinghouse No. 2005051143).

“Mission Village Net Zero Plan” means the requirement for Newhall to implement and comply with Mitigation Measures MV 4.23-1/2-1 through MV 4.23-13/2-13, as set forth in the Mission Village Final Recirculated EIR Portions, to reduce GHG emissions related to the Mission Village project, as such GHG emissions are quantified in the Mission Village Final Recirculated EIR Portions.

“Mission Village UTS Protection Plan” means the requirement for Newhall to implement and comply with Mitigation Measures MV 4.3-93/BIO-3-1a through MV 4.3-109/BIO-3-3f for modified design and construction methods for bridges and bank stabilization in or near the Santa Clara River, as set forth in the Mission Village Final Recirculated EIR Portions, to ensure that there are no significant impacts to, and no take of, unarmored threespine stickleback caused by the Mission Village project.

“NEPA” means the National Environmental Policy Act., 42 U.S.C. sections 4321, et seq., as amended, and any implementing regulations by the Council of Environmental Quality or a relevant lead agency.

“Newhall” means The Newhall Land and Farming Company, a California limited partnership, and Stevenson Ranch Venture, LLC, as applicable to the ownership of any portion of the Property in question.

“**Newhall Ranch Specific Plan EIR**” means the Newhall Ranch Specific Plan Environmental Impact Report published by the County of Los Angeles (State Clearinghouse No. 95011015).

“**Newhall Released Claims**” is defined in Section 4(b) herein.

“**Newhall Released Parties**” is defined in Section 4(a) herein.

“**Newhall Section 404 Permit**” means the Clean Water Act section 404 permit No. 2003-1264-AOA (eff. October 19, 2012) issued by the ACOE to Newhall for the RMDP.

“**NHPA**” means the National Historic Preservation Act, 16 U.S.C. sections 470, et seq.

“**NRSP Area**” means the area of the Property covered by the Newhall Ranch Specific Plan, as depicted on Exhibit C.

“**Oppose**” or “**Opposing**” or “**Opposition**” means any activity objecting to, interfering with, impeding implementation, challenging, appealing, or litigating, in any fashion or manner, through an administrative, legislative or judicial process or otherwise, directly or indirectly, or assisting, funding or encouraging anyone else to take any action to oppose, interfere with, challenge, or litigate, in any fashion or manner, through an administrative, legislative or judicial process, a Previously Issued Project Approval, a Pending Project Approval, or a Future Project Approval, as the context may require.

“**Parties**” means the Petitioners and Newhall, cumulatively.

“**Party**” means any one of the Petitioners or Newhall.

“**Pending Project Approvals**” means any and all permits, approvals, entitlements and/or allowances of any sort whatsoever, including any and all environmental clearances pursuant to CEQA and NEPA, together with any required mitigation measures or the implementation thereof, from any Governmental Authorities that Newhall is seeking and/or may obtain for Entrada South and/or Valencia Commerce Center, as more fully described in Exhibit G. References within this Settlement Agreement to Pending Project Approvals include all such Pending Project Approvals as they are ultimately approved.

“**Petitioners**” means Center for Biological Diversity, the Wishtoyo Foundation, the Wishtoyo Foundation’s Ventura Coastkeeper Program, the California Native Plant Society, and the Santa Ynez Band of Chumash Indians, individually and collectively.

“**Petitioner Parties**” means, individually and collectively, the (i) Petitioners, (ii) any entity controlled by or under common control with Petitioners, and (iii) any permitted successors and assigns of Petitioners.

“**Petitioner Parties Released Claims**” is defined in Section 4(a) herein.

“**Petitioner Parties Released Parties**” is defined in Section 4(b) herein.

“Previously Issued Project Approvals” means any and all permits, approvals, entitlements and/or allowances of any sort whatsoever, including any and all environmental clearances pursuant to CEQA and NEPA, together with any required mitigation measures or the implementation thereof, issued on or before the Effective Date by any and all Governmental Authorities for any and all portions of the Property, the Villages, and related areas that are or may be necessary, useful, or convenient for the development of any portion(s) of the Property, the Villages, and related areas to the extent such permits, approvals, entitlements and/or allowances are in effect at any time relevant to the performance of the Parties’ rights and obligations in this Settlement Agreement and as they may be amended or reissued without a Material Change, as more fully described in Exhibit E.

“Programmatic Agreement” means the Programmatic Agreement between the ACOE’s Los Angeles District and the California State Historic Preservation Officer, dated September 28, 2010, regarding the Newhall Ranch Resource Management and Development Plan Project, Los Angeles County, California, including any amendments thereto.

“Project Approval” means a Previously Issued Project Approval, a Pending Project Approval, or a Future Project Approval, individually or collectively.

“Property” means Newhall’s approximately 16,730 acres of land in the unincorporated portion of the Santa Clarita Valley in northern Los Angeles County and in Ventura County, as described more fully on Exhibit A.

“RMDP” means the Newhall Ranch Resource Management and Development Plan.

“RMDP/SCP” means the Newhall Ranch Resource Management and Development Plan and Spineflower Conservation Plan approved by CDFW and ACOE.

“RMDP/SCP Area” means the area of the Property covered by the RMDP/SCP, as depicted on Exhibit D.

“RMDP/SCP Net Zero Plan” means the requirement for Newhall to implement and comply with Mitigation Measures 2-1 through 2-13 in the Final AEA to reduce GHG emissions related to the RMDP/SCP project, as such GHG emissions are quantified in the Final AEA.

“RMDP/SCP UTS Protection Plan” means the requirement for Newhall to implement and comply with Mitigation Measures 3-1 through 3-3 in the Final AEA for modified design and construction methods for bridges and bank stabilization in or near the Santa Clara River, as set forth in the Final AEA, to ensure that there are no significant impacts to, and no take of, unarmored threespine stickleback caused by the RMDP/SCP project.

“Santa Ynez Band” means the Santa Ynez Band of Chumash Indians, a federally recognized Native American tribe and sovereign nation.

“SCOPE” means the Santa Clarita Organization for Planning and the Environment.

“SCP” means the Newhall Ranch Spineflower Conservation Plan.

“**Settlement Agreement**” means this Settlement Agreement executed as of the Effective Date, as may be amended from time to time as provided for herein.

“**Spineflower**” means the San Fernando Valley spineflower, *Chorizanthe parryi* var. *fernandina*.

“**Spineflower Introduction Program**” is defined in Section 1(g)(ii) herein.

“**SWRCB**” means the State Water Resources Control Board.

“**Tataviam Band**” means the Fernandeano Tataviam Band of Mission Indians.

“**Tribe**” means either the Santa Ynez Band or the Tataviam Band, as the context may require.

“**USFWS**” means the U.S. Fish and Wildlife Service.

“**Ventura Coastkeeper**” is and means a program of the Wishtoyo Foundation.

“**Ventura High Country Property**” means that certain land, comprising approximately 9,100 acres within Ventura County, owned by Newhall (and affiliates), as more particularly described on Exhibit T.

“**Villages**” means the nine components of the Property consisting of the portions of the Property currently known as Landmark Village, Mission Village, Homestead South, Homestead North, Potrero Valley, Valencia Commerce Center (TPM 18108), Entrada South, Entrada North, and Legacy Village, as described more fully and depicted on Exhibit B, together with the utility corridor and wastewater reclamation plant as depicted on Exhibit L. A “**Village**” refers to one of the Villages. Village names may change over time and the boundaries of the Village may be subject to adjustments and any such name changes and/or adjustments to boundaries shall have no impact on the Parties’ rights and obligations under this Settlement Agreement. The currently designated Village names are used solely for convenience in identifying the portions of the Property to which they refer.

“**Wishtoyo**” means the Wishtoyo Foundation.

Table of Exhibits

- Exhibit A: Depiction of Property
- Exhibit B: Depiction of Villages
- Exhibit C: Depiction of NRSP Area
- Exhibit D: Depiction of RMDP/SCP Area
- Exhibit E: Previously Issued Project Approvals
- Exhibit F: Litigation Challenging Certain Previously Issued Project Approvals
- Exhibit G: Pending Project Approvals
- Exhibit H: Future Project Approvals
- Exhibit I: Development Footprint Reduction – South Side of Potrero Valley
- Exhibit J: Development Footprint Reduction – Homestead South
- Exhibit J-1: Development Footprint Reduction – Homestead South – Depiction of Flood Control Facilities, Roadway Improvements, and Stormwater Outlets
- Exhibit K: Development Footprint Reduction – Entrada North
- Exhibit K-1: Development Footprint Reduction – Entrada North – Depiction of Flood Control Facilities, Roadway Improvements, and Stormwater Outlets
- Exhibit L: Development Footprint Confirmation – Corridor Between Highway 126 and Santa Clara River
- Exhibit M: INTENTIONALLY LEFT BLANK
- Exhibit N: Parties’ Designees To Receive Notices
- Exhibit O: Additional Spineflower Conservation Areas
- Exhibit P: Middle Canyon Spring Area
- Exhibit Q: Template of Petitioner Parties’ Non-Opposition Letters
- Exhibit R: INTENTIONALLY LEFT BLANK
- Exhibit S: Description of Village Development Parameters
- Exhibit T: Ventura High Country Property
- Exhibit U: Attorneys’ Fees/Costs Payment Allocation

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into as of the Effective Date by and between the Petitioners, on the one hand, and Newhall, on the other hand.

RECITALS

- A.** Newhall is the owner of the Property depicted and described on Exhibit A, which it expects to develop with up to 26,000 residential dwelling units, up to 13.5 million square feet of commercial space, approximately 10,000 acres of open space, and infrastructure and other development including without limitation, parks, schools, fire stations, a library, and other facilities through a series of Villages depicted on Exhibit B.
- B.** On May 27, 2003, the County adopted the Newhall Ranch Specific Plan covering the NRSP Area depicted on Exhibit C.
- C.** Subsequent to the approval of the Newhall Ranch Specific Plan, Newhall sought and obtained certain permits and approvals from ACOE, USFWS, CDFW, the County, and the LARWQCB for the Property and portions of the Property, including without limitation approvals for the Mission Village and the Landmark Village portions of the Property and for the RMDP/SCP Area depicted on Exhibit D. The Previously Issued Project Approvals are described in Exhibit E.
- D.** Petitioners, SCOPE, and Friends have filed various lawsuits challenging certain of the Previously Issued Project Approvals, and such lawsuits involving Petitioners are identified in Exhibit F.
- E.** In November 2015, the California Supreme Court issued an opinion holding that (i) CDFW lacked substantial evidence to conclude that the greenhouse gas emissions at issue would not result in a cumulatively significant environmental impact under CEQA, and (ii) Mitigation Measures BIO-44 and BIO-46 in the EIR at issue would not avoid a take of the unarmored threespine stickleback under California Fish and Game Code section 5515. The California Supreme Court remanded the litigation over the EIR at issue to the California Court of Appeal, Second District, for disposition in accordance with its opinion.
- F.** The California Supreme Court also remanded the pending litigation over the Mission Village and Landmark Village EIRs to the California Court of Appeal, Second District, for disposition regarding their greenhouse gas emissions analyses consistent with the California Supreme Court's decision in the RMDP/SCP litigation.
- G.** The California Court of Appeal, Second District, remitted each case to the Los Angeles County Superior Court with instructions to issue judgments and writs of mandate ordering the lead agency in each case to take further action in accordance with CEQA, the California Fish and Game Code, and the Supreme Court's decision and the Court of Appeal's opinion on remand. The Los Angeles County Superior Court subsequently issued judgments and writs of mandate in each case. The Petitioners who are parties therein, SCOPE, and Friends subsequently appealed from those judgments, which appeals are currently pending.

- H.** In response to the California Supreme Court’s decision, Newhall sought Project Approvals from CDFW for the RMDP/SCP Area and from the County for the Mission Village and Landmark Village portions of the Property, which were approved as summarized in the following recitals and as more fully described in Exhibit E.
- I.** In response to the California Supreme Court’s decision, and in connection with the negotiations that led to this Settlement Agreement, Newhall has committed to the Net Zero Plan. Among other things, the Net Zero Plan is currently anticipated at full buildout to result in more than approximately 10,000 solar installations producing approximately 250 million kWh of renewable electricity every year. The Net Zero Plan also is currently anticipated at full buildout to result in installation of approximately 25,000 electric vehicle chargers within the development and across Los Angeles County, as well as approximately \$14 million in subsidies toward the purchase of electric vehicles; these measures are currently anticipated to reduce vehicle miles traveled by internal combustion engine cars and trucks by up to approximately 250 million miles per year.
- J.** In November 2016, CDFW issued the Draft AEA for the RMDP/SCP and the County issued the Mission Village Draft Recirculated EIR Portions and the Landmark Village Draft Recirculated EIR Portions.
- K.** On June 14, 2017, CDFW approved a revised RMDP/SCP, approved related actions, certified the Final AEA, and filed a Notice of Determination.
- L.** The Final AEA provides for the RMDP/SCP Net Zero Plan and the RMDP/SCP UTS Protection Plan.
- M.** On July 18, 2017, the County approved revised Mission Village entitlements, certified the Mission Village Final Recirculated EIR Portions, and filed a Notice of Determination.
- N.** The Mission Village Final Recirculated EIR Portions provide for the Mission Village Net Zero Plan and the Mission Village UTS Protection Plan.
- O.** On July 18, 2017, the County approved revised Landmark Village entitlements, certified the Landmark Village Final Recirculated EIR Portions, and filed a Notice of Determination.
- P.** The Landmark Village Final Recirculated EIR Portions provide for the Landmark Village Net Zero Plan and the Landmark Village UTS Protection Plan.
- Q.** Notwithstanding Petitioners’ preference that there be no new development of the Villages, the Parties have agreed that it is in the public interest and their respective interests (i) to resolve the Petitioners’ concerns through cooperation and settlement, (ii) to end the litigation challenging certain of the Previously Issued Project Approvals, and (iii) to avoid future disputes and litigation regarding the Villages.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth herein, and other consideration, the receipt and adequacy of which the Parties hereby acknowledge, the Parties agree to the following terms and conditions.

1. Newhall's Obligations.

a. *Cessation of Litigation.* Newhall shall take all actions required of it in Section 3 below.

b. *Development Requirements.* Newhall may develop the Property and the Villages, and related areas, in substantial conformance with the Project Approvals; provided, however, that such development shall be in substantial conformance with this Section 1 and with the other requirements of this Settlement Agreement and must materially comply with all development restrictions and limitations and all CEQA and other environmental mitigation measures imposed by the Project Approvals. Newhall is free to seek amendments to any Project Approvals and such development restrictions and limitations and any CEQA and other environmental mitigation measures but, if Newhall does so, Petitioner Parties may Oppose such amendments except to the extent prohibited by this Settlement Agreement. If Newhall seeks (i) an amendment to a Previously Issued Project Approval that requires a public hearing or (ii) an addendum to an EIR for a Previously Issued Project Approval, Newhall shall ensure that notice is sent to Petitioners of such proposed addendum.

c. *Greenhouse Gas Emissions Reduction Program.*

i. Newhall shall implement the RMDP/SCP Net Zero Plan, the Mission Village Net Zero Plan, and the Landmark Village Net Zero Plan in substantial conformance with the Final AEA, the Mission Village Final Recirculated EIR Portions, and Landmark Village Final Recirculated EIR Portions, respectively, including without limitation:

1. the applicable GHG Reduction Performance Standards, as identified in Section IX of the GHG Reduction Plan, as well as the following additional Performance Standard: Carbon Offsets also shall be subject to the same Additionality Performance Standards as GHG Mitigation Credits, as set forth in Section IX.A.2 of the GHG Reduction Plan; Newhall shall request any Approved Registry, as defined in the GHG Reduction Plan, to include in any attestation issued in accordance with Section VIII of the GHG Reduction Plan a statement (in a form satisfactory to the Approved Registry) that the Carbon Offsets retired by Newhall substantially conform with the Additionality Performance Standards set forth in Section IX.A.2 of the GHG Reduction Plan regarding satisfying a Legal Requirement Test and Performance Test; Newhall shall provide Petitioners with a copy of such attestation upon reasonable request;

2. the applicable GHG Locational Performance Standards for the RMDP/SCP project, as identified in Section X(A) of the GHG Reduction Plan;
 3. the increased electric vehicle subsidy, as identified in the revised Mitigation Measure 2-4 in the Final AEA and Mitigation Measure 4.23-4/2-4 in the Mission Village Final Recirculated EIR Portions and Landmark Village Final Recirculated EIR Portions;
 4. the additional electric vehicle charging stations, as provided in the Project Applicant-Proposed Supplemental Commitment in the Final AEA and in the Mission Village Final Recirculated EIR Portions and Landmark Village Final Recirculated EIR Portions; and
 5. the revised zero net energy Mitigation Measures, as identified in the revised Mitigation Measures 2-1 and 2-2 in the Final AEA and Mitigation Measures 4.23-1/2-1 and 4.23-2-2/2-2 in the Mission Village Final Recirculated EIR Portions and Landmark Village Final Recirculated EIR Portions.
- ii. Newhall shall implement one or more plans to reduce, mitigate, and offset 100 percent of the GHG emissions for all remaining Villages, as such GHG emissions will be quantified in applicable Village-level CEQA documentation, in substantial conformance with the RMDP/SCP Net Zero Plan, the Mission Village Net Zero Plan, and the Landmark Village Net Zero Plan, with refinements as needed for Village-level development and land use characteristics.
 - iii. Newhall shall, prior to the issuance of the initial building permit for a residential or commercial building in the first Village to be developed, purchase and retire 289,043 metric tonnes of additional GHG offset credits that: (a) shall meet the GHG Reduction Performance Standards; and (b) shall not be counted for purposes of complying with the GHG Locational Performance Standards.
 - iv. The foregoing notwithstanding, in the event that an alternative zero GHG emission vehicle becomes commercially available (e.g., hydrogen), Newhall shall have the right to implement such alternative vehicle systems provided that such system provides comparable GHG benefits.
 - v. Amendments to the GHG Reduction Plan shall be treated as follows:
 1. In the event that Newhall, CDFW, or the County proposes any amendment to the GHG Reduction Plan, Newhall shall provide the CBD with reasonable notice and an opportunity to review and comment on any such proposed amendments.

2. In the event that such proposed amendment would reduce or eliminate any of Newhall’s obligations under the GHG Reduction Plan, including but not limited to any GHG Reduction Performance Standard or GHG Locational Performance Standard, CBD may Oppose and challenge such proposed amendments if its comments are not addressed to its reasonable satisfaction; provided, however, that CBD must first meet and confer with Newhall and work in good faith to resolve any issues in dispute; and provided further that if, after meeting and conferring, Newhall and the Center for Biological Diversity remain in disagreement over whether a proposed amendment reduces or eliminates any of Newhall’s obligations under the GHG Reduction Plan, the disagreement shall be submitted to ADR in accordance with the procedures set forth in Section 5(g).
- d. *Unarmored Threespine Stickleback Take Avoidance Measures.* For the further protection of the unarmored threespine stickleback, Newhall shall implement the RMDP/SCP UTS Protection Plan, the Mission Village UTS Protection Plan, and the Landmark Village UTS Protection Plan in substantial conformance with the Final AEA, the Mission Village Final Recirculated EIR Portions, and Landmark Village Final Recirculated EIR Portions, respectively.
 - e. *Development Footprint Reductions.* Newhall shall limit the development of the Property and Villages in accordance with the following requirements.
 - i. Newhall shall further facilitate habitat connectivity within the Sierra Madre/Santa Monica wildlife habitat/movement corridor by not developing planned ridgetop home site estates on the south side of Potrero Valley, within the area depicted on Exhibit I.
 - ii. Newhall shall further reduce development in the 100-year floodplain area of the Santa Clara River by not (a) developing any structures, hardscape, or buildings or (b) constructing any energy generation facilities or energy or water storage facilities, on the approximately forty-four (44) acres in the Onion Field area of Homestead South, as depicted on Exhibit J, and the approximately eleven (11) acres of Entrada North, depicted on Exhibit K as “DEVELOPMENT REDUCTION IN THE 100-YEAR FLOODPLAIN,” except for structures or facilities related to: maintaining or replacing in kind existing agricultural activities; maintaining or replacing in kind existing water wells and water infrastructure; flood control facilities; maintaining or replacing in kind existing farm roads; roadway improvements expected to be in the area generally depicted in Exhibit J-1 and Exhibit K-1; utilities; trails (including, without limitation, associated landscaping and other enhancements); fencing; landscaping; directional signage; and river and/or habitat enhancement/mitigation measures or programs; provided, however, that with respect to the areas designated in Section 1(e)(ii) and Section 1(e)(iii), below, planned flood

control facilities (including without limitation bank armoring and rip-rap), roadway improvements, and stormwater outlets are expected to be located substantially within the areas depicted in Exhibit J-1 and Exhibit K-1 unless otherwise required by a Governmental Authority.

- iii. Newhall shall further protect the Santa Clara River area by not (a) developing any structures, hardscape, or buildings or (b) constructing any energy generation facilities or energy or water storage facilities, on the approximately four and a half (4.5) acres in the upland area of Entrada North adjacent to the Santa Clara River, as depicted in Exhibit K as “DEVELOPMENT REDUCTION IN UPLAND AREA,” except for structures or facilities related to: maintaining or replacing in kind existing agricultural activities; maintaining or replacing in kind existing water wells and water infrastructure; flood control facilities; maintaining or replacing in kind existing farm roads; roadway improvements expected to be in the area generally depicted in Exhibit K-1; utilities; trails (including, without limitation, associated landscaping and other enhancements); fencing; landscaping; directional signage; and river and/or habitat enhancement/mitigation measures or programs; provided, however, that with respect to the areas designated in Section 1(e)(ii) and Section 1(e)(iii), below, planned flood control facilities (including without limitation bank armoring and rip-rap), roadway improvements, and stormwater outlets are expected to be located substantially within the areas depicted in Exhibit K-1 unless otherwise required by a Governmental Authority.
- iv. Newhall shall ensure that there shall be no residential or commercial buildings constructed within the corridor between Highway 126 and the Santa Clara River between the westerly boundary of Landmark Village and the easterly boundary of the portion of the Property for the planned Newhall Ranch wastewater reclamation plant, as depicted in Exhibit L.

With respect to the areas designated in Section 1(e)(ii) and Section 1(e)(iii) above, Newhall may continue agricultural activities after development and installation of related improvements in such areas provided that (i) if agricultural activities in any portion of those areas cease for three (3) years or more, Newhall may not restart agricultural activities in such portion(s) of those areas, (ii) Newhall may convert any such areas for active or passive habitat restoration or mitigation purposes, including, without limitation, to passive or active riparian habitat areas, (iii) if any portion of those areas is eroded by the Santa Clara River, Newhall shall not reclaim for agricultural use such eroded portion(s) of those areas, and (iv) if any portion of those areas is excavated as a soil borrow site by five (5) feet or more, Newhall shall not reclaim for agricultural use such excavated portion(s) of those areas.

- f. *Native American Cultural Resources Protections Enhancement.*

- i. Newhall, as landowner of the Property, will support a request by the Santa Ynez Band to the Native American Heritage Commission to designate the Santa Ynez Band as a Most Likely Descendant with respect to potential Chumash remains that may be discovered on the Property. Santa Ynez Band will undertake commercially reasonable and good faith efforts to secure such designation in a timely manner from the Native American Heritage Commission.
 1. It is understood that while the Tataviam Band is not a party to this Settlement Agreement, and does not have any rights under this Section 1(f), it is Newhall's intent to Consult with the Tataviam Band as described in this Section 1(f) and to continue to abide by any and all legal obligations Newhall may have relative to the Tataviam Band.
- ii. Newhall has selected John Minch and Associates, Inc., an archeological firm, to work with Newhall on additional cultural resources surveys as provided for in this Section 1. Newhall agrees to Consult with the Santa Ynez Band and the Tataviam Band if Newhall decides to retain another archeological consulting firm to undertake cultural resources surveys as provided for in this Section 1. If either the Santa Ynez Band or the Tataviam Band objects to an archeological firm, other than John Minch and Associates, Inc., Newhall agrees to Consult with such objecting Tribe to identify an alternative archeological firm.
- iii. Newhall shall ensure that Chumash monitors designated by the Santa Ynez Band are provided the opportunity to participate in the cultural resource surveys and construction monitoring program(s) for the Villages. The Santa Ynez Band understands and acknowledges that the Tataviam Band shall also have the right to have monitors present during survey activities and grading. Newhall shall pay such monitors directly or shall reimburse the Tribe for reasonable costs of such monitors. All monitors shall be of Native American descent and may not be otherwise compensated by Newhall. Newhall shall provide final drafts of survey reports to the Santa Ynez Band and Tataviam Band for review prior to finalizing the report. The Santa Ynez Band shall have thirty (30) days to review and comment on the final draft of the survey reports and Newhall shall, in good faith, incorporate and/or address such comments in finalizing the report.
- iv. Newhall, as landowner of the Property, agrees that, in connection with the discovery of Native American remains, the preference for the handling of such remains shall be in the following order of preference: avoidance, preservation in place, and relocation and mitigation, as provided for by Section 1(f)(v) below.

- v. In the event that Native American human remains are discovered on the Property, Newhall shall, in addition to conferring with any Most Likely Descendant(s) identified by the State of California, Consult with the Santa Ynez Band and the Tataviam Band, regarding the disposition of the remains and any associated grave goods and funerary objects. Such Consultation shall conclude within 10 days after Newhall has informed the band(s) in writing of the need to Consult. As provided for in Section 1(f)(iv) above, the first preference shall be avoidance and preservation in place. If after Consultation with the Santa Ynez Band and Tataviam Band, Newhall reasonably determines that the remains and associated grave goods and funerary objects must be moved, the remains and associated grave goods and funerary objects shall be reinterred by Newhall at a site or sites as close as reasonably possible to their original location after further Consultation with the Santa Ynez Band and the Tataviam Band. The site(s) must be secured against looting and vandalism and satisfy all relevant legal protections, and Newhall shall pay all costs associated with removal and reburial.
- vi. Newhall agrees not to undertake invasive/destructive testing of Native American remains unless testing is required by law (e.g., the coroner requires such testing) or such testing is specifically requested by the Santa Ynez Band and the Tataviam Band taking into consideration the recommendation of the Most Likely Descendant(s) to the extent required by law.
- vii. In connection with the discovery of other Native American resources, Newhall agrees that artifacts that need to be relocated shall be offered to a facility agreed upon by the Santa Ynez Band and the Tataviam Band, such as, for example, the Fowler Museum at UCLA or other reasonably comparable repository. To the extent that Native American resources are removed from the Property, pending relocation to a selected repository, such Native American resources shall be retained by Newhall in a climate controlled, secured facility. Newhall shall be responsible for costs of maintaining the Native American resources in a climate controlled, secured facility. Once the Santa Ynez Band completes its climate-controlled, secure repository, items may be transferred to the Santa Ynez Band facility unless the Tataviam Band can demonstrate a closer cultural affiliation. If the Santa Ynez Band and the Tataviam Band cannot agree on an appropriate facility for disposition of such artifacts, Newhall, after Consultation with the Tribes, may identify an appropriate disposition of the resources that satisfies 36 CFR Part 79 (if applicable) and is consistent with the Secretary of Interior's Standards for Archaeological Documentation and the California Guidelines for the Curation of Archaeological Collections (1993).
- viii. In Consultation with the Santa Ynez Band and the Tataviam Band, Newhall shall conduct additional surveys of the Villages within the Area

of Potential Effects for the issuance of the Newhall's Clean Water Act Section 404 Permit No. 2003-1264-AOA (eff. Oct. 19, 2012) to identify any additional cultural resources that may be present in accordance with Sections 1(f)(viii)(1) through 1(f)(viii)(3) below.

1. For Mission Village, Landmark Village, and Entrada South, Newhall shall conduct additional surveys prior to commencement of mass grading for the construction of residential or commercial buildings; provided, however, that the Parties agree such additional surveys shall not trigger or be included in any new or additional CEQA analysis.
 2. For all other Villages, Newhall shall conduct additional surveys as part of further project-level CEQA review.
 3. The additional surveys required by Sections 1(f)(viii)(1) and 1(f)(viii)(2) above shall be conducted consistent with items (a) through (c) immediately below.
 - a) At Newhall's direction, archeological consultants shall conduct pedestrian surveys of appropriate areas with participation of monitors designated by the Santa Ynez Band should they choose. Newhall shall either directly pay for or shall reimburse the Santa Ynez Band for reasonable costs of such monitors. All such monitors shall be of Native American descent and may not be otherwise compensated by Newhall. Areas subject to additional surveys shall be determined in Consultation with the archeological consultants and the Santa Ynez Band.
 - b) If pedestrian surveys yield evidence of cultural resources (e.g., artifacts observed on the ground surface) and/or if the Santa Ynez Band or the Tataviam Band reasonably identify defined specific areas likely to contain cultural resources (e.g., from tribal knowledge of the historic use of a specific area), then Newhall shall direct the archeological consultants to conduct further investigation of the defined specific areas in Consultation with the Santa Ynez Band and/or the Tataviam Band.
 - c) Any newly discovered resources shall be handled in accordance with the Settlement Agreement, Programmatic Agreement and Section 5.5 of the Historic Properties Treatment Plan, including without limitation any amendments to those documents that may be made through this Settlement Agreement or otherwise.
- ix. For areas of the Property outside the Area of Potential Effects for the issuance of Newhall's Section 404 Permit No. 2003-1264-AOA, Newhall shall Consult with the Santa Ynez Band and the Tataviam Band on the scope of future cultural resource environmental reviews/approvals and shall for such Villages implement the measures set forth in Sections

1(f)(viii)(3)(a) through 1(f)(viii)(3)(b) above, and shall implement the measures set forth in Section 1(f)(viii)(3)(c) to the maximum extent consistent with applicable law and with any NHPA agreement and/or historic properties treatment plan entered into or prepared for such areas of the Property.

- x. Newhall and the Santa Ynez Band shall use best efforts to complete consultation with the ACOE in order to finalize an amended Programmatic Agreement as soon as practicable. Newhall will support the Santa Ynez Band in completing the consultation with the ACOE. Newhall shall not oppose changes to the Programmatic Agreement requested by the Santa Ynez Band that do not contradict Newhall's obligations relating to Native American cultural resources under the terms of this Settlement Agreement, and that do not adversely affect Newhall's rights to develop the Property. Newhall shall provide \$100,000 to the Santa Ynez Band for the specific purpose of consultant costs and attorneys' fees associated with that negotiation process with the ACOE.
- xi. Wishtoyo desires to develop and operate the Cultural Facility, which shall be a research, museum, training, cultural, tribal, community, and/or educational facility to preserve, protect, study, research, and/or promote the culture, cultural resources, natural cultural resources, cultural practices, life ways, well-being, heritage, and/or history of Chumash and first nations peoples. Concurrent with the execution of this Settlement Agreement, Wishtoyo and Newhall shall enter into a Cultural Facility Agreement that shall provide for the acquisition of real property for the Cultural Facility, the grant of certain license for use of designated lands adjacent to the Santa Clara River, and the contribution of certain amounts of funding for the Cultural Facility's acquisition, development and operation. Solely as to the obligations among Newhall, Wishtoyo, and Ventura Coastkeeper, in the event of a conflict between the Cultural Facility Agreement and this Settlement Agreement, the Cultural Facility Agreement shall govern.

g. *Spineflower Conservation.*

- i. Newhall shall ensure that open space areas adjacent to the Spineflower preserves established under the approved SCP are managed in substantial conformance with the requirements of the SCP and the Incidental Take Permit No. 2081-2008-012-05 issued by CDFW for the SCP, including, without limitation, restrictions on irrigated landscaping and planting of vegetation and on construction of any energy generation facilities or energy or water storage facilities, in order to reduce threats to the Spineflower preserves from Argentine ants and/or alterations of preserve hydrology.

- ii. In addition to all of the Spineflower preserves, management measures, and funding provided pursuant to the approved SCP, Newhall shall implement a Spineflower Introduction Program, which may be incorporated into a Candidate Conservation Agreement (or similar agreement) approved by USFWS (all references in this Settlement Agreement to the Spineflower Introduction Program shall incorporate any such Candidate Conservation Agreement), that includes:
 1. Placing conservation instruments over an additional approximately 1,175 acres of Newhall-controlled property, consisting of the following four locations as depicted on Exhibit O:
 - a Potrero Spineflower preserve expansion (approximately 80 acres);
 - b San Martinez Grande Spineflower preserve expansion (approximately 410 acres);
 - c Ventura County North SR-126 (approximately 335 acres); and
 - d Ventura County South (approximately 350 acres);
 2. Identifying not less than two (2) additional conservation areas (which may be, but are not required to be, located within Castaic Mesa and Petersen Ranch Mitigation Bank) outside the Villages that are within the historic range of the Spineflower species, that contain suitable habitat for Spineflower, and that provide opportunities for additional Spineflower introduction; and
 3. Conduct Spineflower introduction activities within appropriate habitat in the areas shown on Exhibit O and/or in the additional conservation areas to be identified pursuant to Section 1(g)(ii)(2) above to establish at least two new self-sustaining Spineflower occurrences, which activities shall include:
 - a enhancing habitat and planting Spineflower within at least approximately ten (10) acres of appropriate habitat; and
 - b funding of at least \$8 million for introduction activities and any necessary land acquisition costs and establishing an endowment for perpetual management of the introduced Spineflower occurrences by a qualified conservation manager subject to oversight by CDFW and/or the USFWS as required by state or federal law; Newhall shall provide CNPS and CBD with annual reports concerning expenditures; when the introduction and habitat enhancement activities are complete, unused funds (i.e.,

any funding shortfall under \$8 million not already designated for the endowment) shall be applied to the endowment for perpetual management of the introduced Spineflower occurrences.

- h. *Middle Canyon Spring*. No construction-related activities shall occur between the boundary of the “Middle Canyon Spring Complex” and the “Project Impact Footprint” as depicted on Exhibit P.
- i. *Hydrogeomorphic Analysis*. All required stream and wetlands mitigation required by CDFW or ACOE approvals for the Villages shall incorporate site-specific hydrogeomorphic analysis, such as the Hybrid Assessment of Riparian Condition analytical methodology approved by CDFW in 2010 and ACOE in 2011 or any analytical methodology subsequently approved by ACOE and/or CDFW. Such analysis may be in addition to any other analysis, such as the California Rapid Assessment Method, that may be required by any other agency.
- j. *Santa Clara River Conservation Fund*. Newhall shall fund an endowment in an amount of \$16.5 million for efforts to conserve endangered, threatened, and sensitive species that occur within the Santa Clara River watershed and to educate the public on the importance of conservation, according to the following terms.
 - i. Subject to the provisions of Section 1(j)(v) below, funding shall occur on the following payment schedule:
 - \$1.5 million, fifteen (15) days after the Effective Date;
 - \$1.5 million, six (6) months after the Effective Date;
 - \$1.5 million, one (1) year after the Effective Date;
 - \$1.5 million, two (2) years after the Effective Date;
 - \$1.5 million, three (3) years after the Effective Date;
 - \$1.5 million, four (4) years after the Effective Date;
 - \$1.5 million, five (5) years after the Effective Date;
 - \$1.5 million, six (6) years after the Effective Date;
 - \$1.5 million, seven (7) years after the Effective Date;
 - \$1.5 million, eight (8) years after the Effective Date; and
 - \$1.5 million, nine (9) years after the Effective Date.

- ii. Such funding shall be provided to a non-profit entity Petitioners designate to receive such funds, as the Petitioners shall direct in a written document signed by all Petitioners and delivered to Newhall at least five (5) business days before any payment is to be made.
 - iii. Use and expenditure of the funding shall be determined by Petitioners, provided, however, that in no case shall any such funding be used, directly or indirectly to (1) Oppose any Previously Issued Project Approvals, Pending Project Approvals or Future Project Approvals for the RMDP/SCP or any Village, (2) Oppose any other project, proposal, or activity of Newhall, Five Point Holdings, or any entity related to either of them, whether currently proposed or proposed in the future, (3) Oppose any activities covered by Sections 2(c)(iii), 2(c)(iv), or 2(c)(v), or (4) fund, directly or indirectly, any activities of SCOPE and/or Friends (CNPS representatives on the SCOPE or Friends Board of Directors shall not be considered directly or indirectly funding activities of SCOPE or Friends).
 - iv. The first payment under Section 1(j)(i) above (i.e., the \$1.5 million payment due fifteen (15) days after the Effective Date) shall be paid into an interest-bearing escrow fund to be set up with First American Title Company.
 - v. The escrow agent's release to Petitioners' designee of the first payment under Section 1(j)(i) above (i.e., the \$1.5 million payment due fifteen (15) days after the Effective Date) shall occur six (6) months after the Effective Date. Newhall's other payments to Petitioners' designee shall be made pursuant to the schedule set forth in Section 1(j)(i) above. Notwithstanding the foregoing two sentences, if a court has enjoined (by restraining order, injunction, writ, or any other form of judicial mandate or prohibition) any Project Approvals, the obtaining of any Project Approvals, or the development of the Villages in accordance with any Project Approvals and such court restriction is in effect at the time such payment is otherwise to be released or made, the release or making of that payment shall be postponed until that court restriction is lifted or satisfied such that Newhall is free to proceed to seek any Project Approvals and to develop the Villages in accordance with any Project Approvals then obtained.
- k. *Ventura High Country Property.* The Ventura High Country Property depicted in Exhibit T is subject to the Ventura County "Save Open Space and Agricultural Resources" (aka "SOAR") initiative, which requires voter approval for certain development projects according to its terms. As additional restrictions on Newhall's ability to develop that land, for a period of ten (10) years following the Effective Date, Newhall shall not propose or undertake residential, commercial or industrial development (not including existing uses, caretaker facilities, research facilities, trails, and similar uses) of the Ventura High Country Property. If, at the end of the ten (10) year period following the Effective Date, Newhall secures Future Project

Approvals from Governmental Authorities for the development of additional Villages and is not at that time enjoined (by judicial restraining order, injunction, writ, or any other form of judicial mandate or prohibition) from the development of such Villages due to Petitioner Party, Key Person, or Third Party Opposition, Newhall's restriction on future residential, commercial and industrial development of the Ventura High Country Property shall be made permanent. The prohibition in this Section 1(k) shall not limit or otherwise affect mineral rights with respect to such properties nor limit the mineral rights holders' ability to exercise their rights to maintain existing facilities or construct new facilities in accordance with such mineral rights. Further, nothing herein shall restrict the use of the Ventura High Country Property for habitat conservation and mitigation.

- l. *Newhall Sunflower.* Newhall shall cooperate with CNPS for a study to be conducted seeking to identify locations that may be suitable for the introduction of the Newhall sunflower (*Helianthus inexpectatus*) on the portions of the Property that are not going to be used for development. If the study identifies any such locations, Newhall shall cooperate with CNPS on a pilot introduction program for the Newhall sunflower, including monitoring. The obligations in this Section 1(l) shall be funded by the Santa Clara River Conservation Fund created pursuant to Section 1(j) above.
- m. *Chumash Museum and Cultural Education Foundation.* Newhall shall make a one-time contribution of \$600,000 toward the construction of the Chumash Museum and Cultural Education Foundation, a 501(c)(3) non-profit corporation, and a one-time payment of \$400,000 to pay for the costs of curation.

2. Petitioner Parties' Obligations.

- a. *INTENTIONALLY LEFT BLANK.*
- b. *Cessation of Litigation.* Petitioner Parties shall take all actions required of them in Section 3 below. To ensure that each Petitioner Party can rely on the other Petitioner Parties to perform the obligations required of them, the Petitioner Parties hereby irrevocably instruct their counsel of record in the litigation matters addressed in Section 3 below to take all actions required of Petitioner Parties in Section 3 below.
- c. *Non-Opposition.* Subject to Newhall's compliance with the terms of this Settlement Agreement, as enforced in accordance with Section 5, the Parties agree to the following non-opposition restrictions.
 - i. *Non-Opposition by Wishtoyo, the Wishtoyo Foundation's Ventura Coastkeeper Program, and Santa Ynez Band.* Wishtoyo, the Wishtoyo Foundation's Ventura Coastkeeper Program, the Santa Ynez Band and their corresponding Petitioner Parties (either as organizations or representing another Party or organization) are prohibited from Opposing the Previously Issued Project Approvals, the Pending Project Approvals, and/or the Future Project Approvals.

- ii. *Non-Opposition by CBD and the California Native Plant Society.* CBD, the California Native Plant Society and their corresponding Petitioner Parties (either as organizations or representing another Party or organization) are prohibited from Opposing:
 - 1. Previously Issued Project Approvals;
 - 2. Pending Project Approvals;
 - 3. Future Project Approvals for Landmark Village, Mission Village, and/or that implement the RMDP/SCP;
 - 4. Future Project Approvals for Entrada South, Entrada North, Valencia Commerce Center, Homestead South, Homestead North, and/or Potrero Valley, provided, however, if there is a Material Change to said Villages, they may Oppose the relevant Future Project Approvals but only to the extent of that Material Change; and
 - 5. the following issues arising in regards to Future Project Approvals for Legacy Village (including direct, indirect and cumulative impacts): (i) GHG emissions and (ii) cultural resources, including, without limitation, Native American resources.

- iii. *Governmental Actions of General Applicability.* Notwithstanding the foregoing, Petitioner Parties are not prohibited from commenting on, supporting, and/or Opposing proposed actions of Governmental Authorities that are generally applicable and are not directly related to the development of the Property or the Villages, the Previously Issued Project Approvals, the Pending Project Approvals, or the Future Project Approvals to the extent such Future Project Approvals are directly related to the development of the Property or the Villages, even though such proposed agency actions may have some indirect impact on the development of the Property or the Villages, the Previously Issued Project Approvals, the Pending Project Approvals, or the Future Project Approvals due to the general applicability of such proposed agency actions; provided, however, that in doing so, Petitioner Parties shall not (i) request to stop, delay, or enjoin any aspect of the development of the Property or the Villages, the Previously Issued Project Approvals, the Pending Project Approvals, or the Future Project Approvals, and/or (ii) mention or refer to Newhall, the development of the Property or the Villages, the Previously Issued Project Approvals, the Pending Project Approvals, or the Future Project Approvals unless in a manner that highlights a benefit of Newhall or said approvals or to raise a cumulative impact argument that only indirectly relates to Newhall or said approvals. As illustrative examples but not as limitations, it is understood that such proposed agency actions of general applicability on which Petitioner

Parties are free to comment may include rules promulgated by a local air district related to construction equipment emissions, approvals for expansions sought by solid waste disposal facilities, approvals of regional transportation plans, and approvals of urban water management plans.

iv. *Spineflower.*

1. Petitioner Parties shall not further petition for, comment on, or support (i) the listing of the Spineflower under the federal Endangered Species Act or California Endangered Species Act as it relates to the Property or any portion thereof, and/or (ii) the designation of the Property or portion thereof as critical habitat for the Spineflower under the California or federal Endangered Species Act; provided, however, that Petitioners may continue to comment on and support a determination on whether to list the Spineflower or the designation of critical habitat under the Federal Endangered Species Act, or to enforce legally required deadlines for the USFWS to reach a listing determination regarding the Spineflower, provided that in doing so Petitioners do not raise any concerns or criticisms related to the Property, Previously Issued Project Approvals, or the Spineflower Introduction Program. Notwithstanding the foregoing, four (4) years after the earlier of (i) the USFWS reaches a listing determination on whether to list the Spineflower or (ii) March 31, 2018, CBD and CNPS shall be free of the obligation in this Section 2(c)(iv)(1). Also notwithstanding the foregoing, if the Spineflower is listed under the federal Endangered Species Act or California Endangered Species Act and if Newhall commences litigation to challenge such listing, CBD and CNPS shall be free to seek leave to intervene and to participate in such litigation advocating in favor of the listing.
2. Petitioner Parties shall not Oppose (i) any decision not to list the Spineflower under the federal Endangered Species Act or California Endangered Species Act except for reasons entirely unrelated to the Property or any portion thereof, Previously Issued Project Approvals, or the Spineflower Introduction Program; and/or (ii) the non-designation of the Property or portion thereof as critical habitat for the Spineflower under the California or federal Endangered Species Act. Notwithstanding the foregoing, five (5) years after the earlier of (i) the USFWS reaches a listing determination on whether to list the Spineflower or (ii) March 31, 2018, CBD and CNPS shall be free of the obligation in this Section 2(c)(iv)(2).
3. Petitioner Parties agree that to the extent that the Spineflower is a listed species under the federal Endangered Species Act or California Endangered Species Act, Petitioner Parties shall not

seek judicial relief or an injunction that would hinder or delay development of any Village for reasons related to the Spineflower, nor may Petitioner Parties Oppose the Spineflower Introduction Program.

4. Newhall shall provide CNPS and CBD with annual status and monitoring reports concerning the implementation of the Spineflower Conservation Plan and the Spineflower Introduction Program. Two (2) years after the Effective Date and annually thereafter until six (6) years after the Effective Date, if CNPS and/or CBD so request(s), Newhall and CNPS and/or CBD shall meet and confer about whether the Spineflower Introduction Program is meeting its intended goals and shall endeavor in good faith to address any disagreements they might have about the efforts to ensure that the Spineflower Introduction Program meets its intended goals.

v. *Other Species.*

1. For seven (7) years following the Effective Date, Petitioner Parties shall not petition for or support (i) the listing, as it relates to the Property or any portion thereof, of the Newhall sunflower (*Helianthus inexpectatus*) or the undescribed snail (*Pyrgulopsis castaicensis*) under the federal Endangered Species Act or California Endangered Species Act; or (ii) the designation of the Property or any portion thereof as critical habitat for the above-listed species. Notwithstanding the foregoing: (a) four (4) years after the Effective Date CBD and CNPS shall be free of the obligation in this Section 2(c)(v)(1); and (b) providing factual information to third parties in a neutral manner shall not be deemed a breach of this Section 2(c)(v)(1).
2. For five (5) years following the Effective Date, Petitioner Parties shall not (i) rely on any reason related to the Property or development of the Villages as a basis for petitioning for or supporting the listing of the Arroyo Toad (*Anaxyrus californicus*) under the federal Endangered Species Act or California Endangered Species Act; or (ii) petition for or support the designation of the Property or any portion thereof as critical habitat for the Arroyo Toad.

- vi. *Ventura Newhall Property.* Petitioner Parties acknowledge that Newhall owns certain adjacent properties in Ventura County. Newhall has engaged or had lessees engaged in agricultural and related uses and expects to continue agricultural and related uses on such property, subject to the provisions of Section 1(k) above. Nothing in this Settlement Agreement shall restrict the rights of Petitioner Parties from Opposing future

commercial or residential development of property owned in Ventura County by Newhall.

- d. *Non-Opposition Letters.* Concurrent with the execution of this Settlement Agreement, Petitioner Parties shall provide to Newhall a letter substantially in the form of Exhibit Q withdrawing all Opposition to those Previously Issued Approvals and Pending Project Approvals that they have agreed not to Oppose. The Petitioner Parties understand and acknowledge that Newhall shall submit such letters to Governmental Authorities having jurisdiction over the Property and may file such letters with a court in accordance with this Settlement Agreement.

3. Mutual Obligations to Cease Litigation.

- a. *Federal Court Litigation.* Within seven (7) days after the Effective Date all Parties who are parties in the lawsuit captioned *Center for Biological Diversity, et al. v. United States Army Corps of Engineers, et al.* (United States Court of Appeals for the Ninth Circuit Case No. 15-56337; United States District Court for the Central District of California Case No. 2:14-cv-01667-PSF-CW) shall immediately take all actions necessary to dismiss with prejudice all claims in this lawsuit and shall cease all litigation. Within seven (7) days after the Effective Date all Parties shall also request vacatur from the District Court.
 - i. If the Court of Appeals dismisses with prejudice all claims in the lawsuit, all Parties who are parties in this lawsuit hereby waive any right to litigate further the claims in the Federal Court Litigation (e.g., seeking *en banc* review by the Court of Appeals, petitioning the United States Supreme Court for certiorari, or any other form of legal challenge to the ACOE's issuance of the Newhall Section 404 Permit).
 - ii. If for any reason the Court of Appeals does not dismiss with prejudice all claims in the lawsuit and issues a ruling that is adverse to Newhall and delays Newhall's ability to develop any Village, Newhall may, in its absolute discretion, suspend its obligations under this Settlement Agreement, with the exception of those cultural resource obligations under Section 1(f)(i)-(ix), until such ruling is addressed in a manner that allows Newhall to obtain all relevant Project Approvals and develop the Villages and related areas in accordance with the Previously Issued Project Approvals, the Pending Project Approvals, and the Future Project Approvals. If the ruling by the Court of Appeals requires additional consultation by the ACOE under the National Historic Preservation Act, Newhall and the Santa Ynez Band shall use their best efforts as described in Section 1(f)(x). Thereafter, all Parties who are parties in this lawsuit hereby waive any right to litigate further the claims in the Federal Court Litigation (e.g., seeking *en banc* review by the Court of Appeals, petitioning the United States Supreme Court for certiorari, or any other form of administrative legal challenge to the ACOE's issuance of the Newhall Section 404 Permit), provided, however, if the ACOE appeals an

adverse decision and includes the NHPA claim as part of its appeal or petition, the Tribe may respond to that claim.

b. *CDFW State Court Litigation.* With respect to the lawsuit captioned *Center for Biological Diversity, et al. v. California Department of Fish and Wildlife* (California Court of Appeals, Second Appellate District, Division Five Case No. B245131, Los Angeles County Superior Court Case No. BS131347), all Parties who are parties therein shall perform any actions required of them in (i) through (iii) immediately below:

- i. Within seven (7) days after the Effective Date and if Newhall so requests, Petitioner Parties shall abandon their appeal of the Judgment and/or Writ of Mandate entered by the Superior Court;
- ii. Within seven (7) days after the Effective Date, the Parties who are parties in this lawsuit shall file a joint motion with the Superior Court requesting that the Superior Court retain jurisdiction over the Parties to enforce this Settlement Agreement until performance in full of the terms of this Settlement Agreement, pursuant to Code of Civil Procedure section 664.6, provided, however, that the United States District Court for the Central District of California shall retain jurisdiction solely as to any claims brought by the Santa Ynez Band to enforce this Settlement Agreement; and
- iii. Within seven (7) days after the Effective Date and if Newhall so chooses, (1) Newhall shall serve and file in the Superior Court and/or the Court of Appeal a motion seeking the discharge of the Writ of Mandate and the cessation of further litigation and (2) the Petitioner Parties shall file a joinder in that motion or other form of concurrence that Newhall may request supporting the discharge of the Writ of Mandate and the cessation of further litigation. The Parties shall also promptly take all actions necessary to obtain the discharge of the Writ of Mandate and the cessation of further litigation.

c. *Landmark Village State Court Litigation.* With respect to the lawsuit captioned *Friends of the Santa Clara River, et al. v. County of Los Angeles, et al.* (Los Angeles County Superior Court Case No. BS136549), all Parties who are parties therein shall perform any actions required of them in (i) and (ii) immediately below:

- i. Within seven (7) days after the Effective Date and if Newhall so requests, Petitioner Parties shall abandon their appeal of the Judgment and/or Writ of Mandate entered by the Superior Court; and
- ii. Within seven (7) days after the Effective Date and if Newhall so chooses, (1) Newhall shall serve and file in the Superior Court and/or the Court of Appeal a motion seeking the discharge of the Writ of Mandate and the cessation of further litigation and (2) the Petitioner Parties shall file a

joinder in that motion or other form of concurrence that Newhall may request supporting the discharge of the Writ of Mandate and the cessation of further litigation. The Parties shall also promptly take all actions necessary to obtain the discharge of the Writ of Mandate and the cessation of further litigation. If necessary to discharge the Writ of Mandate, Petitioner Parties must obtain Sierra Club's dismissal and/or non-opposition to the discharge.

- d. *Mission Village State Court Litigation.* With respect to the lawsuit captioned *California Native Plant Society, et al. v. County of Los Angeles, et al.* (Los Angeles County Superior Court Case No. BS138001), all Parties who are parties therein shall perform any actions required of them in (i) and (ii) immediately below:
 - i. Within seven (7) days after the Effective Date and if Newhall so requests, Petitioner Parties shall abandon their appeal of the Judgment and/or Writ of Mandate entered by the Superior Court; and
 - ii. Within seven (7) days after the Effective Date and if Newhall so chooses, (1) Newhall shall serve and file in the Superior Court and/or the Court of Appeal a motion seeking the discharge of the Writ of Mandate and the cessation of further litigation and (2) the Petitioner Parties shall file a joinder in that motion or other form of concurrence that Newhall may request supporting the discharge of the Writ of Mandate and the cessation of further litigation. The Parties shall also promptly take all actions necessary to obtain the discharge of the Writ of Mandate and the cessation of further litigation.
- e. *Petition to SWRCB.* With respect to the petition for reconsideration by the SWRCB of the LARWQCB's order No. R4-2012-0139 granting water quality certification and issuing waste discharge requirements for the RMDP/SCP, within seven (7) days after the Effective Date any and all Petitioner Parties who are parties therein shall dismiss that petition and undertake good faith efforts to cause any Key Persons to dismiss such proceeding.

4. Mutual Releases.

- a. The Petitioner Parties each release Newhall and any of Newhall's officers, directors, employees, agents, attorneys, and/or representatives ("Newhall Released Parties") from any and all claims, lawsuits, demands, liabilities, damages, or causes of action ("Claims") any Petitioner Party has or may have against the Newhall Released Parties, or any of them, arising in any way from or related in any way to the lawsuits described in Section 3 of this Settlement Agreement, the Property, the Villages, the Previously Issued Project Approvals, the Pending Project Approvals and/or the Future Project Approvals, except to the extent such Claim is not prohibited by a specific provision of this Settlement Agreement ("Petitioner Parties Released Claims"). Each Petitioner Party covenants that it/he/she will not file, prosecute, bring, or advance any suit, claim,

or legal action of any kind based upon any Petitioner Parties Released Claims, and further covenants that it/he/she will not bring any administrative or judicial action based upon, contesting, or challenging on any basis the development of the Property and/or the Villages, the Previously Issued Project Approvals, the Pending Project Approvals, or the Future Project Approvals, except to the extent such action is not prohibited by a specific provision of this Settlement Agreement. Each Petitioner Party represents and warrants that it/he/she has not and shall not assign any Petitioner Parties Released Claim.

- b. Newhall releases Petitioner Parties, and each of them, and any of Petitioner Parties' officers, directors, employees, agents, attorneys, and/or representatives ("Petitioner Parties Released Parties") from any and all claims, lawsuits, demands, liabilities, damages, or causes of action ("Claims") Newhall has or may have against the Petitioner Parties Released Parties, or any of them, arising in any way from or related in any way to the lawsuits described in Section 3 of this Settlement Agreement, the Property, the Villages, the Previously Issued Project Approvals, the Pending Project Approvals and/or the Future Project Approvals, except to the extent such Claim is related to a Claim that Petitioner Parties Released Parties are not prohibited from making by a specific provision of this Settlement Agreement ("Newhall Released Claims"). Newhall covenants that it will not file, prosecute, bring or advance any suit, claim, or legal action of any kind based upon any Newhall Released Claim. Newhall represents and warrants that it has not and shall not assign any Newhall Released Claim.
- c. It is the intention of the Parties that this Settlement Agreement shall be effective as a full and final accord and satisfactory release of each and every matter specifically and generally referred to in the releases set forth in this Section 4. The Parties certify that they have read Section 1542 of the California Civil Code, set out below:

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

The Parties, being aware of said code section, expressly waive, on behalf of themselves and any affiliates, any and all rights they or their affiliates may have thereunder, as well as under any other statute or common law principle of similar effect, with respect to any of the matters, whether known or unknown, suspected or not suspected, that are released in this Section 4.

- d. Nothing in this Section 4 shall be interpreted as releasing any Party's right to enforce this Settlement Agreement in full.

5. Enforcement.

- a. *Meet and Confer.* In the event any dispute arises among or between any of the Petitioner Parties, on the one hand, and Newhall, on the other hand, related to this Settlement Agreement, the Property, the Villages, the Previously Issued Project Approvals, the Pending Project Approvals, and/or the Future Project Approvals, the relevant Parties shall, before taking any other judicial or administrative action concerning that dispute, provide written notice of the dispute to the other Party and meet and confer in person in a good-faith effort to resolve the dispute within fifteen (15) days unless otherwise agreed. Any Party that is alleged to be in breach shall have fifteen (15) days from that in-person meeting to cure unless otherwise agreed or a shorter time if the dispute is deemed an especially time-urgent matter by any Party. Notwithstanding the foregoing, if the dispute is deemed to be an especially time-urgent matter by any Party these time periods may be shortened and/or any Party may seek immediate judicial relief with twenty-four (24) hours' notice to the allegedly breaching Party; provided that in such event if the allegedly breaching Party cures the alleged breach any such judicial relief proceeding shall be dismissed/terminated.

- b. *Retained Superior Court Jurisdiction.* As detailed in Section 3(b) above, the Parties who are parties in the lawsuit captioned *Center for Biological Diversity, et al. v. California Department of Fish and Wildlife* (California Court of Appeals, Second Appellate District, Division Five Case No. B245131, Los Angeles County Superior Court Case No. BS131347) shall file a joint motion in that case with the Superior Court requesting that the Superior Court retain jurisdiction to enforce this Settlement Agreement until performance in full of the terms of this Settlement Agreement, pursuant to Code of Civil Procedure section 664.6. Except as provided in Section 3(b)(ii) as to the Santa Ynez Band, in the event a dispute arises that is not resolved pursuant to Section 5(a) above, any litigation that may become necessary to enforce the Parties' rights and obligations under this Settlement Agreement shall be adjudicated in that forum to the extent feasible considering the Superior Court's jurisdiction and willingness to adjudicate the matter then in dispute. If a breach occurs as provided for in this Settlement Agreement, the Parties shall have the right to file a motion in the Superior Court to enforce this Settlement Agreement. If a breach occurs and if the Superior Court declines to rule on such motion, the Party claiming a breach shall have the right to commence litigation in any court of competent jurisdiction sitting in Los Angeles County, California, to enforce this Settlement Agreement.

- c. *Breach by Petitioner Parties.* In the event that an alleged breach by any Petitioner Party (or a deemed breach as a result of an action of a Key Person as provided for in Section 6 below) is not cured or otherwise resolved pursuant to Section 5(a) above, Newhall may select any one or more of the enforcement options below, in its sole discretion:
 - i. As detailed in Section 5(e) below, Newhall shall be entitled to an order of specific performance to remedy any breach of any provision of this Settlement Agreement that occurs at any time;

ii. Newhall shall be entitled to suspend performance of its obligations in this Settlement Agreement until the breach is fully cured for breaches of the following provisions of this Settlement Agreement:

–Section 2(b) and Section 3 [re: Cessation of Litigation];

–Section 2(c)(i) [re: Non-Opposition by Wishtoyo, the Wishtoyo Foundation’s Ventura Coastkeeper Program, and Santa Ynez Band];

–Section 2(c)(ii) [re: Non-Opposition by CBD and the California Native Plant Society];

–Section 2(c)(iii) [re: generally applicable proposed actions of Governmental Authorities];

–Section 2(c)(iv) [re: Spineflower listing under federal and California Endangered Species Acts]; and

–Section 2(c)(v) [re: Newhall sunflower, snail, or Arroyo Toad listing under federal or California Endangered Species Acts].

If Newhall exercises its right to suspend its obligations, then the time period provided in this Settlement Agreement for the completion of any Newhall obligation that has not yet been completed shall be extended by the number of days for which Newhall’s obligations are suspended.

iii. Newhall shall be entitled to terminate this Settlement Agreement for breaches of the following provisions of this Settlement Agreement:

–Section 2(b) and Section 3 [re: Cessation of Litigation];

–Section 2(c)(ii)(1) [re: Previously Issued Project Approvals], but only if the breach involves a Petitioner Party litigating against such Previously Issued Project Approvals; and

–Section 2(c)(ii)(3) [re: Future Project Approvals for RMDP/SCP, Landmark Village, and/or Mission Village], but only if the breach occurs within four (4) years after the Effective Date and involves a Petitioner Party litigating against such Future Project Approvals for RMDP/SCP, Landmark Village, and/or Mission Village.

iv. In the event of breach by any Petitioner Party of Section 2(b), Section 2(d), or Section 3, before Newhall may suspend its obligations under this Settlement Agreement pursuant to Subsection 5(c)(ii) Newhall must first give Petitioners fifteen (15) days’ notice in writing. If such breach is cured within that time Newhall shall not suspend its obligations under this Settlement Agreement due to that cured breach.

- v. In the event of breach by any Petitioner Party of any section of this Settlement Agreement referenced in Subsection 5(c)(ii) other than Section 2(b), Section 2(d), or Section 3, before Newhall may suspend its obligations under this Settlement Agreement pursuant to Subsection 5(c)(ii) Newhall must first give Petitioners fifteen (15) days' notice in writing within which time (a) Petitioners may cure such breach, in which event Newhall shall not suspend its obligations under this Settlement Agreement due to that cured breach, or (b) any Petitioner may request Alternative Dispute Resolution as described in Section 5(g) below. If ADR is requested, the ADR process shall only address whether a breach has occurred. If ADR is requested, Newhall may suspend its obligations during the pendency of the ADR process but must, if the ADR process determines that no breach has occurred, immediately thereafter take all actions necessary to comply with its previously-suspended obligations.
- vi. Before Newhall may terminate this Settlement Agreement pursuant to Subsection 5(c)(iii) above, Newhall must first give Petitioners fifteen (15) days' notice in writing within which time any Petitioner may request Alternative Dispute Resolution as described in Section 5(g) below, provided that the ADR shall only address whether a breach has occurred. If ADR is requested, Newhall shall not terminate the Settlement Agreement unless and until the ADR confirms that a Petitioner Party has breached the relevant obligations.
- vii. Notwithstanding Section 5(c)(ii) and Section 5(c)(iii) above, for breaches of this Settlement Agreement, Newhall shall not suspend or terminate its obligations under Section 1(f)(i) through Section 1(f)(x), or Section 3(a), or to recover funds already paid thereunder, unless the Santa Ynez Band is in breach of its obligations.
- viii. If any Petitioner Party breaches this Settlement Agreement by litigation challenging a Previously Issued Project Approval, Pending Project Approval, or Future Project Approval when such litigation is prohibited under this Settlement Agreement, and if that litigation is not dismissed within thirty (30) days after Newhall gives all Petitioners written notice of that breach, Newhall shall be relieved of making any further payments to the Santa Clara River Conservation Fund described in Section 1(j). In the event of a dispute over whether such litigation is authorized by a specific provision of this Settlement Agreement, the ADR process in Section 5(g) shall be utilized to determine whether such litigation is so authorized. If the ADR process concludes that the litigation was not so authorized but if any Petitioner Party who is determined to have filed such unauthorized litigation then dismisses that litigation with prejudice within ten (10) days after receipt of notice of that ADR determination, Newhall shall continue to be obligated to make payments to the Santa Clara River Fund in accordance with Section 1(j).

- d. *Breach by Newhall.* In the event that an alleged breach by Newhall is not resolved pursuant to Section 5(a) above, then the Petitioners may elect to enforce this Settlement Agreement in accordance with Section 5(b) above, in their sole discretion. Petitioners Parties are not relieved of complying with obligations described in Section 2 while enforcement is pursued under this section.
- e. *Specific Performance.* In response to any action to enforce this Settlement Agreement, the court may order any equitable or injunctive relief, or issue an order of specific performance, it being the Parties' intent that all of the promises in this Settlement Agreement shall be carried out in full. It is the Parties' mutual understanding that money damages would be an inadequate remedy for breaches (or threatened breaches) of this Settlement Agreement. Monetary damages shall not be available as a remedy except to the extent Newhall is found to have failed to pay monies owed under this Settlement Agreement. This Settlement Agreement may be pleaded as a defense to, and may be used as the basis for an injunction against, prosecution of any Petitioner Parties Released Claims and/or Newhall Released Claims.
- f. *Additional Provisions.* With respect to any termination right provided for in this Section 5, if Newhall refrains from exercising the termination right for a period of ninety (90) days after receiving actual notice of a breach, this termination right shall itself terminate with respect to such breach; provided, however, during the pendency of any action for specific performance, the termination of the termination right shall be tolled and following the conclusion of the action for specific performance, the ninety (90) day period with respect to the termination of the termination right shall recommence. During the pendency of any action for specific performance arising under this Section 5, Newhall shall have the right to suspend performance of its obligations as set forth in this Settlement Agreement pending disposition of the action for specific performance. If Newhall suspends any of its obligations as provided for in this Section 5, such suspension shall end if such breach is cured, waived, or determined not to have been a breach.
- g. *Limited Alternative Dispute Resolution Process.* If a breach of this Settlement Agreement is alleged pursuant to this Section 5 and ADR is requested as provided therein, or if a Petitioner submits a dispute to ADR pursuant to Section 6(b), such dispute subject to ADR shall be resolved as follows.
- i. The dispute shall be determined by arbitration in Los Angeles County, California, before three arbitrators, each of whom shall be a retired justice or judge from the California Court of Appeal or the Los Angeles County Superior Court. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules as those Rules exist on the Effective Date, including Rules 16.1 and 16.2 of those Rules. The determination may be entered in any court having jurisdiction. This clause shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

- ii. Within fifteen (15) days after the commencement of arbitration, each Party shall select one person to act as arbitrator, and the two so selected shall select a third arbitrator within 30 days of the commencement of the arbitration. If the arbitrators selected by the Parties are unable or fail to agree upon the third arbitrator within the allotted time, the third arbitrator shall be appointed by JAMS in accordance with its rules. All arbitrators shall serve as neutral, independent and impartial arbitrators. Each Party shall communicate its choice of a Party-appointed arbitrator only to the JAMS Case Manager in charge of the filing. Neither Party is to inform any of the arbitrators as to which of the Parties may have appointed them.
- iii. Newhall shall advance any fees and costs JAMS requires for JAMS to perform its arbitration services called for under this Section 5(g). Following any such arbitration, JAMS shall be requested to determine whether Newhall was the substantially prevailing party therein. If Newhall is determined to be the substantially prevailing party therein, the Petitioner Parties involved in that arbitration shall pay Newhall one-half of JAMS's total fees and costs such that each side will have paid one-half of JAMS's total fees and costs.

Notwithstanding the foregoing or anything else in this Settlement Agreement, under no circumstances shall the pendency of this ADR process delay or prevent Newhall from obtaining Project Approvals or developing the Property and the Villages, and related areas, in accordance with the Previously Issued Project Approvals, the Pending Project Approvals, and the Future Project Approvals.

6. Opposition from Key Persons and Third Parties.

- a. If a Key Person Opposes a Previously Issued Project Approval, a Pending Project Approval or a Future Project Approval that would otherwise be prohibited as to Petitioner Parties pursuant to Section 2 or a Key Person fails to take the actions set forth in Section 3, such action by the Key Person shall be deemed a breach by the respective Petitioner (i.e., the Petitioner that the Key Person is associated with) and Newhall shall be entitled to exercise its enforcement options provided under Section 5 in the same manner as it could for a breach by Petitioners. This Section 6(a) shall be subject to the meet and confer provisions set forth in Section 5(a).
- b. In the event that (i) a third party files a lawsuit against the Previously Issued Project Approvals, the Pending Project Approvals, or the Future Project Approvals relating to the development of the RMDP/SCP, Landmark Village, Mission Village, Homestead South, Entrada South, and/or Valencia Commerce Center, and (ii) in such lawsuit a court enjoins (by restraining order, injunction, writ, or any other form of judicial mandate or prohibition) Newhall from obtaining any such Project Approvals for those Villages or from developing any material portion of those Villages and related areas in accordance with the Previously Issued Project Approvals, the Pending Project Approvals, and the

Future Project Approvals, Newhall shall have the right to suspend the following obligations under this Settlement Agreement that have not yet been completed until such lawsuit is resolved in a manner that allows Newhall to obtain all relevant Project Approvals and develop all relevant portions of those Villages and related areas in accordance with the Previously Issued Project Approvals, the Pending Project Approvals, and the Future Project Approvals:

- Sections 1(e) and 1(h) [re: Development Footprint Reductions], but only for development footprint reductions related to a Village impacted by such lawsuit;
- Section 1(j) [re: Santa Clara River Conservation Fund]; and
- Section 7 [re: Attorneys’ Fees], but as to which Newhall’s suspension right shall only last for:
 - six (6) months after the Effective Date; or
 - if six (6) months after the Effective Date a court has enjoined Newhall in the manner described above in this Section 6(b) and if Newhall elects to suspend this attorney fee payment obligation, the suspension shall commence when the next attorney fee payment becomes due and shall last until the earlier of (i) six (6) months after the commencement of such suspension or (ii) the court restriction is lifted or satisfied such that Newhall is free to obtain any such Project Approvals for those Villages and/or develop those Villages and related areas in accordance with the Previously Issued Project Approvals, the Pending Project Approvals, and the Future Project Approvals.

If Newhall exercises this right to suspend the above-listed obligations, then the time period provided in this Settlement Agreement for the completion of any such Newhall obligation that has not yet been completed shall be extended by the number of days for which Newhall’s obligations are suspended. Prior to suspending such obligations pursuant to this subsection, however, Newhall shall meet and confer with Petitioners pursuant to Section 5(a) to resolve any disagreements that might exist over the applicability of this suspension right. If any Petitioner disputes Newhall’s right to exercise suspension rights in this Section 6(b), that Petitioner may submit that dispute to ADR pursuant to Section 5(g) above.

7. Attorneys' Fees and Costs. Provided that Petitioners are not in breach of this Settlement Agreement at the time each payment is to be made, Newhall shall pay Petitioners' counsel a total of \$4,979,000 to satisfy in full (a) any and all of Petitioners' claimed attorneys' fees and costs related to all lawsuits addressed in Section 3 above, (b) any and all of Petitioners' claimed attorneys' fees and costs related to the re-approvals of the RMDP/SCP, Mission Village, and/or Landmark Village, and (c) any and all of Petitioners' claimed attorneys' fees and costs related to the drafting and negotiation of this Settlement Agreement. Newhall shall pay such sum in four equal installments (i.e., each payment being 25 percent of the total) directly to the Petitioners' counsel listed in Exhibit U and in the allocations listed in Exhibit U, on the following schedule:

- sixty (60) days after the Effective Date;
- twelve (12) months after the Effective Date;
- twenty-four (24) months after the Effective Date; and
- thirty-six (36) months after the Effective Date.

Petitioner Parties waive any and all other rights to seek reimbursement of such attorneys' fees and costs, including without limitation any right to seek reimbursement of such attorneys' fees and costs from CDFW, the County, ACOE, or any other person, agency, or entity.

8. Cooperation. The Parties agree to cooperate to draft and execute any documents, or to enter into any further agreements or plans, necessary or convenient to effectuate the intent of this Settlement Agreement.

9. Interpretation and Representation of Counsel. This Settlement Agreement shall not be construed for or against any Party by reason of that Party or its counsel having drafted all or part of the Settlement Agreement. All Parties mutually warrant and represent that they are and have been represented by counsel of their own choosing in the negotiation and drafting of this Settlement Agreement and that they understand fully and voluntarily consent to all provisions herein.

10. Choice of Law and Venue. The Superior Court of California for the County of Los Angeles shall retain jurisdiction to enforce the terms of this Settlement Agreement pursuant to Section 5(b) above, and any motion to enforce the terms of this Settlement Agreement shall be brought in that court and shall be adjudicated pursuant to California law, except as to the Santa Ynez Band as provided in Section 3(b)(ii) above.

11. Assignments. Newhall may, in its sole discretion, assign any or all of its rights, benefits, and obligations under this Settlement Agreement to any successor(s) in interest to all or any part(s) of the Property or the Villages. Any such assignment shall be by a written instrument. Newhall shall provide written notice of any such assignment to Petitioners. In the event of any such assignment(s), Newhall shall ensure that the assignee(s) shall be contractually obligated to comply with all of Newhall's obligations under this Settlement Agreement pertaining to the assignment(s) in question, provided, however, that Newhall

shall not be released from any of its assigned obligations as a result of any such assignment. If the assignee(s) fully complies with and performs such assigned obligation, Newhall shall be relieved of such assigned obligation. In the event that Newhall sells or transfers any land required to comply with the development footprint reductions in Section 1(e) above and/or the Ventura High Country Property depicted in Exhibit T and discussed in Section 1(k) above, Newhall shall ensure that the purchaser or transferee assumes or is otherwise subject to all of the development restrictions of Section 1(e) and/or Section 1(k) above. Other than pursuant to such an assignment, Petitioners acknowledge and agree that this Settlement Agreement does not grant any right to Petitioner Parties with respect to any purchasers of any portion of the Property and Petitioner Parties shall have no right to seek to enforce this Settlement Agreement with respect to any purchasers of any portion of the Property. Petitioner Parties shall not assign any or all of their rights, benefits and obligations under this Settlement Agreement without the prior written consent from Newhall. This Settlement Agreement shall be binding on any and all of Newhall's and Petitioner Parties' successors and assigns.

12. Sole Agreement and Amendments. This Settlement Agreement is the sole agreement among the Parties concerning the matters specifically addressed herein. This Settlement Agreement supersedes any written or oral agreement(s) or representation(s) that preceded or may have preceded execution of this Settlement Agreement. No Party has relied upon any oral representation(s) in deciding whether to enter into this Settlement Agreement. No amendment or modification to this Settlement Agreement shall be effective unless it is in writing and signed by the Party or Parties to be bound thereto.
13. Counterparts, Electronically-Delivered Signatures, and Authorization. This Settlement Agreement may be executed in counterparts and may be executed by electronically-delivered signatures. If so executed, any copy of this Settlement Agreement bearing original or electronically-delivered signatures may be used to establish the contents and valid execution of this Settlement Agreement. Each person signing this Settlement Agreement represents and warrants that he or she is fully authorized to execute this Settlement Agreement on behalf of the Party for which he or she is signing, and by so executing to bind such Party to the terms herein.
14. No Admission of Liability. This Settlement Agreement is a compromise of disputes and claims and nothing herein shall be deemed or construed to be an admission or concession of any liability whatsoever on the part of any person, organization, company, association, or entity. All Parties expressly deny liability as to all such disputes and claims and intend merely to end and avoid litigation and resolve disputes with respect thereto. Neither this Settlement Agreement nor evidence of any negotiations in connection therewith shall be offered or received in evidence or used in any way at any trial or other action or proceeding except to enforce the terms and provisions hereof.
15. Force Majeure. Newhall shall not be responsible or liable for any failure or delay in the performance of its obligations pursuant to this Settlement Agreement arising out of or caused by, directly or indirectly, forces beyond the reasonable control of such Newhall, including, without limitation, fire, explosion, flood, acts of war or terrorism, strikes, and riots, provided that Newhall uses commercially reasonable efforts to avoid or remove

such causes of non-performance and promptly continues performance under this Settlement Agreement whenever such causes are removed.

16. Severability. Each material term of this Settlement Agreement was an inducement to the Parties to agree to other material terms. Accordingly, if any material term of this Settlement Agreement as applied to any Party or to any circumstance is adjudged by a final determination of a court with all available appeals exhausted to be void or unenforceable, that may deprive another Party of a benefit without which that other Party might not have agreed to this Settlement Agreement. In such an event, if a Party claims that it has been deprived of a benefit without which it would not have agreed to this Settlement Agreement, that Party may file litigation seeking the court's equitable action to alter or terminate that Party's obligations hereunder but only to the degree that the court determines in its equitable discretion is necessary to restore that Party as closely as reasonably possible to the position it would have been in had the material term in question not been adjudged to be void or unenforceable.
17. Captions and Headings. Captions and paragraph headings used in this Settlement Agreement are for convenience and shall not be used to govern, construe, or interpret this Settlement Agreement.
18. Incorporation of Recitals and Table of Defined Terms. The recitals contained herein and the Table of Defined Terms are hereby incorporated by this reference and are binding upon the Parties hereto.
19. No Third-Party Beneficiaries. The rights contained in this Settlement Agreement belong solely to the Parties and to any assignee pursuant to Section 11 above. No other person or entity shall have any rights under this Settlement Agreement.
20. Financial Assurance. In the event Newhall is unable to make or fails to make any monetary payment required under this Settlement Agreement, Newhall's parent company, Five Point Holdings, LLC, shall make such payment for Newhall. Five Point Holdings, LLC shall not be relieved of its obligations under this Section in connection with any assignment by Newhall or Five Point Holdings, LLC of any of their respective rights, benefits or obligations under the Settlement Agreement. In the event Newhall is unable to make or fails to make any monetary payment required under this Settlement Agreement, any Petitioner seeking to enforce its rights under this Section 20 may proceed concurrently against Five Point Holdings, LLC. This section provides a continuing guarantee of financial assurance by Five Point Holdings, LLC, and Five Point Holdings, LLC waives and agrees not to assert the benefits of California Civil Code Sections 2809, 2810, 2815, 2819, 2845, 2849, and 2850. Five Point Holdings, LLC hereby waives any right of defense based on the absence of: presentments, demands, notices (including without limitation notices of adverse change in the financial condition of Newhall or assignee(s) and notice of non-performance), protests, and promptness and diligence in the collection of enforcement of Newhall's and assignee(s) obligations under this Settlement Agreement.

21. Parties' Designees to Receive Notices. Any notice required under this Settlement Agreement to be given to any Party shall be given to the relevant Party's designee(s) listed in Exhibit N. Any Party may update its person(s) so designated by given written notice to all other Parties.
22. IRS Form W-9 Requirement. Any person or entity entitled to receive funds from Newhall under this Settlement Agreement must deliver to Newhall a completed Internal Revenue Service Form W-9. Notwithstanding any other payment timing obligations in this Settlement Agreement, Newhall shall not be required to transmit any funds to any recipient until after that recipient has done so.
23. Past Statements of Opposition. Prior to the Effective Date the Petitioner Parties have actively Opposed development of the Property and, in so doing, the Petitioner Parties have made public statements of their Opposition that continue to exist on their internet websites and social media accounts. Notwithstanding anything else in this Settlement Agreement and provided that (a) Petitioner Parties do not post new Opposition statements or content on or after the Effective Date and (b) Petitioner Parties take down any websites or social media pages specifically dedicated to Opposing development of the Property, however such statements and content on social media pages and websites made prior to the Effective Date shall not be deemed to violate this Settlement Agreement even if after the Effective Date they continue to exist and to be publicly accessible on Petitioner Parties' websites and social media accounts.
24. Wishtoyo's Authority to Bind Ventura Coastkeeper. Wishtoyo represents and warrants that, notwithstanding how Ventura Coastkeeper may have been referred to in the litigation listed in Section 3, Ventura Coastkeeper is a project of Wishtoyo and is not a separate legal entity. Accordingly, Wishtoyo's representative's signature on this Settlement Agreement fully commits Ventura Coastkeeper to any and all obligations relevant to it in this Settlement Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement effective as of the Effective Date.

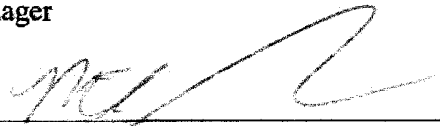
**The Newhall Land and Farming Company
(A California Limited Partnership), a
California limited partnership**

By: NWHL GP LLC, a Delaware limited liability company, its General Partner

By: LandSource Holding Company, LLC, a Delaware limited liability company, its Sole Member

By: Five Point Land, LLC, a Delaware limited liability company, its Sole Member

By: Five Point Operating Company, LLC, a Delaware limited liability company, its Sole Manager

By: 

Print Name: Michael Alvarado
Vice President

Title: _____

Date: 9/22/17

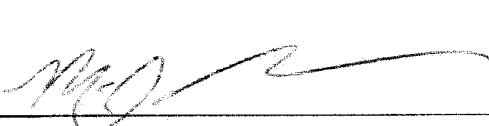
Stevenson Ranch Venture LLC, a Delaware limited liability company

By: SRV Holdings, a Florida general partnership, its Sole Member

By: LandSource Holding Company, LLC, a Delaware limited liability company, a Partner

By: Five Point Land, LLC, a Delaware limited liability company, its Sole Member

By: Five Point Operating Company, LLC, a Delaware limited liability company, its Sole Manager

By: 

Print Name: Michael Alvarado
Vice President

Title: _____

Date: 9/22/17

Center for Biological Diversity

By: _____

Print Name: _____

Title: _____

Date: _____

California Native Plant Society

By: _____

Print Name: _____

Title: _____

Date: _____

Santa Ynez Band of Chumash Indians

By: _____

Print Name: _____

Title: _____

Date: _____

Wishtoyo Foundation

By: Mati Waiya

Print Name: Mati Waiya

Title: Executive Director

Date: 9/22/2017

Center for Biological Diversity

By: _____

Print Name: _____

Title: _____

Date: _____

California Native Plant Society

By: _____

Print Name: _____

Title: _____

Date: _____

Santa Ynez Band of Chumash Indians

By:  _____

Print Name: Kenneth Kahn

Title: Tribal Chairman

Date: 09-22-17

Wishtoyo Foundation

By: _____

Print Name: _____

Title: _____

Date: _____

Center for Biological Diversity

By: upen

Print Name: PETER GALIN

Title: DIRECTOR OF PROGRAMS

Date: 9/22/2017

California Native Plant Society

By: _____

Print Name: _____

Title: _____

Date: _____

Santa Ynez Band of Chumash Indians

By: _____

Print Name: _____

Title: _____

Date: _____

Wishtoyo Foundation

By: _____

Print Name: _____

Title: _____

Date: _____

Center for Biological Diversity

By: _____

Print Name: _____

Title: _____

Date: _____

California Native Plant Society

By:  _____

Print Name: Daniel Gluesenkamp

Title: Executive Director

Date: September 25, 2017

Santa Ynez Band of Chumash Indians

By: _____

Print Name: _____

Title: _____

Date: _____

Wishtoyo Foundation

By: _____

Print Name: _____

Title: _____

Date: _____

The following signature is made solely to confirm acceptance of the financial assurance provision in Section 20 of this Settlement Agreement:

**Five Point Holdings, LLC, a Delaware
limited liability company**

By:  _____

Print Name: Michael Alvarado
Chief Legal Officer

Title: _____

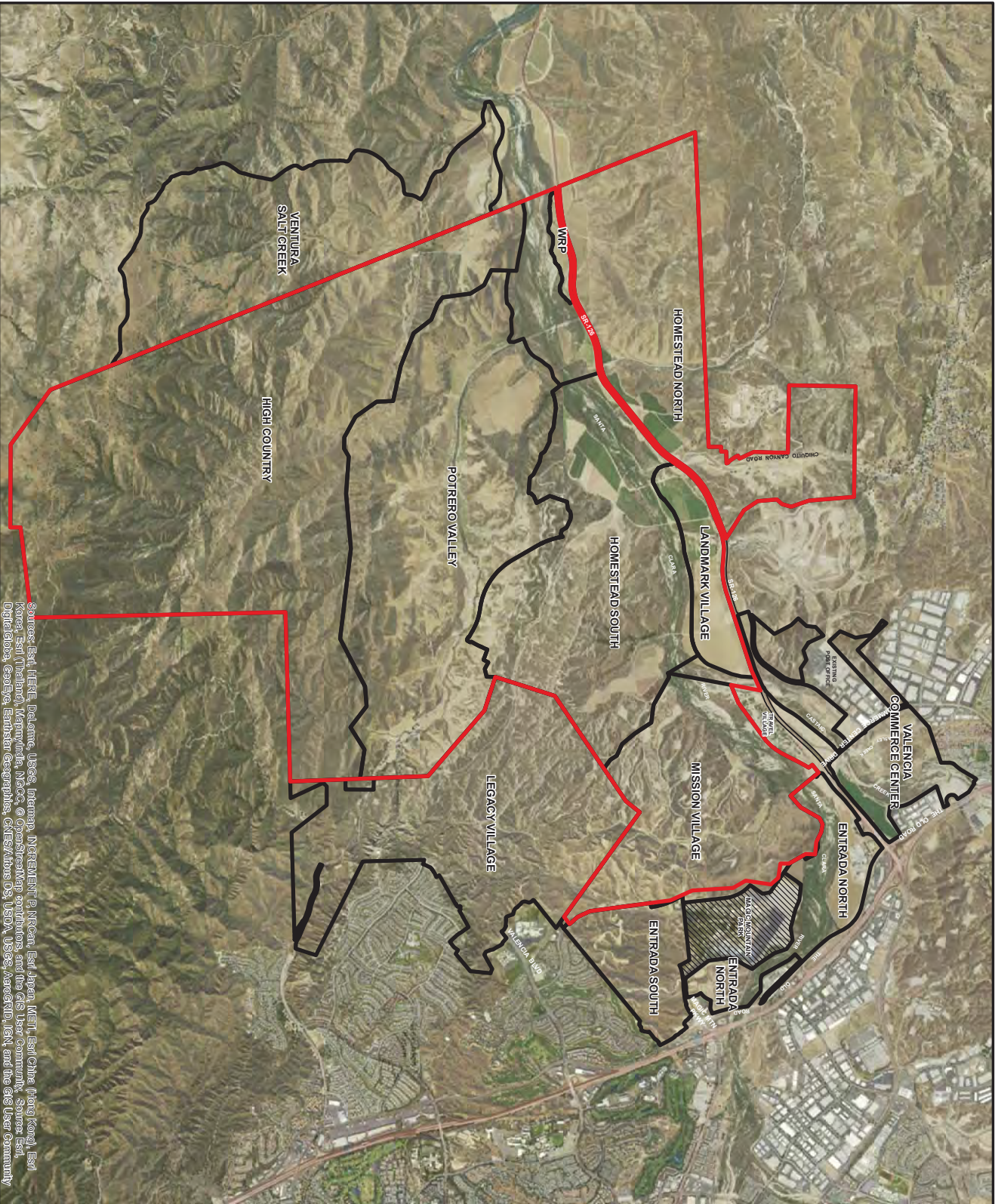
Date: 9/22/17

EXHIBIT A

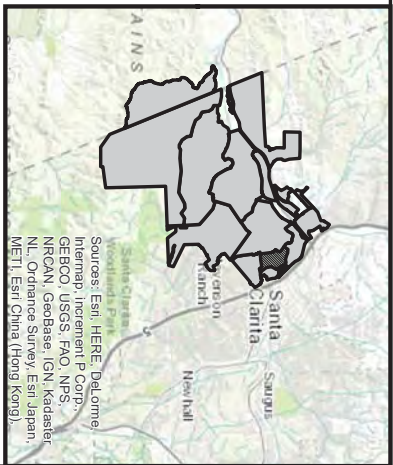
DEPICTION OF PROPERTY


EXHIBIT B

DEPICTION OF VILLAGES



Sources: Esri, HERE, DeLorme, USGS, Memorial, INCREMENT P, NOAA, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), Mapbox, NavInfo, © OpenStreetMap contributors, and the GIS User Community, Sources: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



 Newhall Ranch Specific Plan Boundary

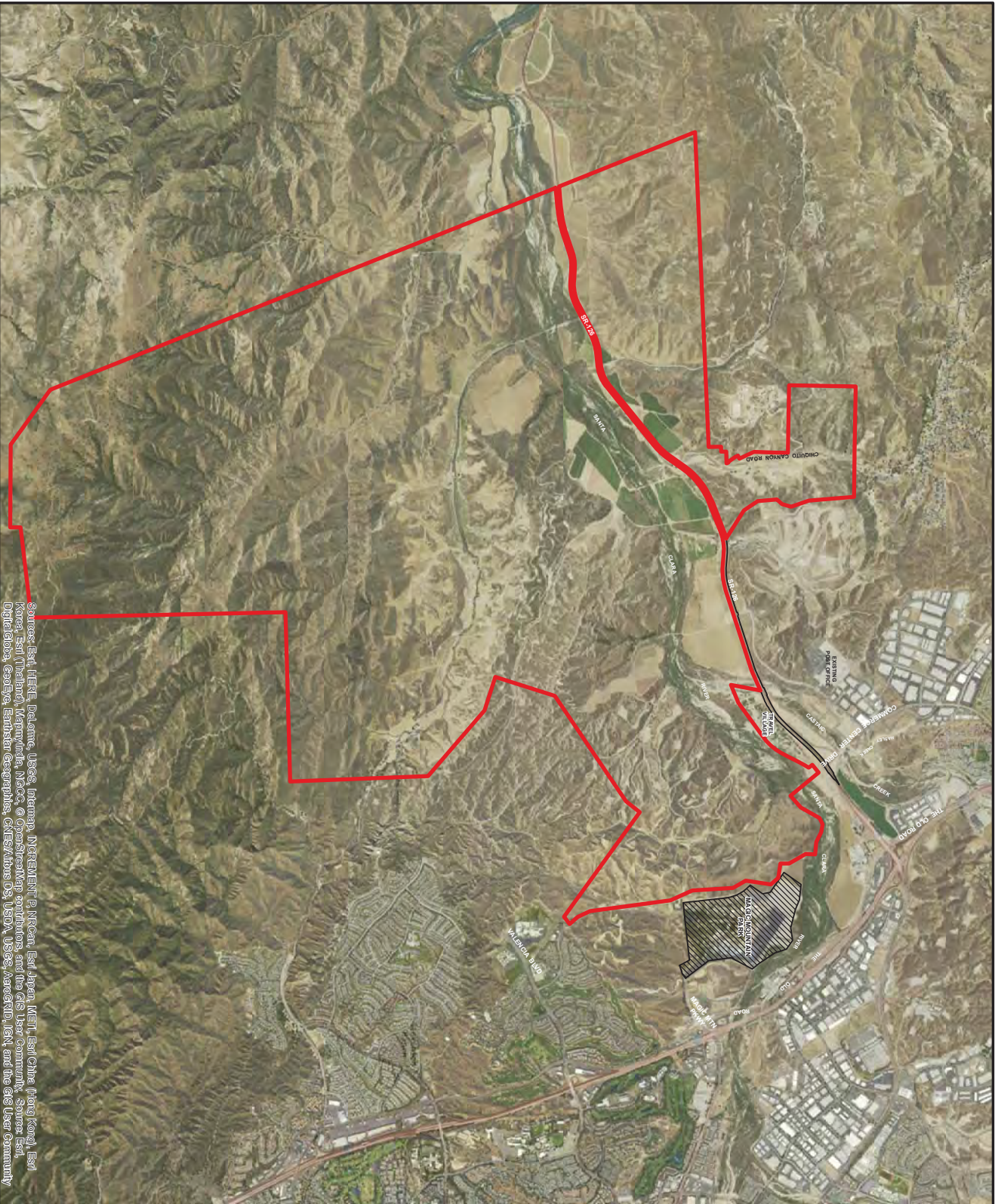


- | | |
|--------------------------|------------------------|
| MISSION VILLAGE | LANDMARK VILLAGE |
| HOMESTEAD SOUTH | HOMESTEAD NORTH |
| POTRERO VALLEY | WRP / UTILITY CORRIDOR |
| LEGACY VILLAGE | |
| ENTRADA SOUTH | ENTRADA NORTH |
| VALENCIA COMMERCE CENTER | |

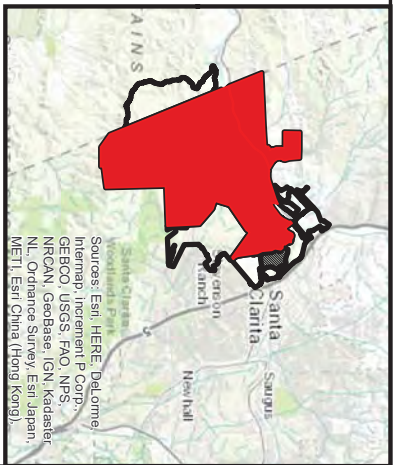
EXHIBIT B DEPICTION OF VILLAGES

EXHIBIT C

DEPICTION OF NRSP AREA



Sources: Esri, HERE, DeLorme, USGS, Memorial, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), Mapbox, Navteq, OpenStreetMap contributors, and the GIS User Community. Sources: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Newhall Ranch Specific Plan Boundary



- MISSION VILLAGE
- HOMESTEAD SOUTH
- POTRERO VALLEY
- LEGACY VILLAGE
- ENTRADA SOUTH
- VALENCIA COMMERCE CENTER
- LANDMARK VILLAGE
- HOMESTEAD NORTH
- WRP / UTILITY CORRIDOR
- ENTRADA NORTH

EXHIBIT C

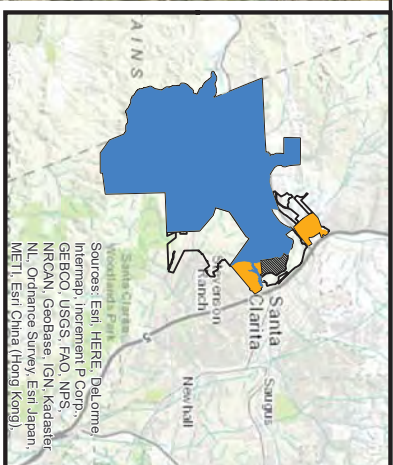
DEPICTION OF NRSP AREA

EXHIBIT D

DEPICTION OF RMDP/SCP AREA



Sources: Esri, HERE, DeLorme, USGS, Imagery, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), Mapbox, NCCO, OpenStreetMap contributors, and the GIS User Community. Sources: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



- Newhall Ranch RMDP Boundary
- SCP Boundary (VCC and Entrada)

EXHIBIT D
DEPICTION OF RMDP/SCP AREA

EXHIBIT E

PREVIOUSLY ISSUED PROJECT APPROVALS

Previously Issued Project Approvals, as described in the Table of Defined Terms, include but are not limited to the following items issued on or before the Effective Date:

Any and all grading permits, building permits, public works permits, tentative tract maps (vesting or non-vesting), parcel maps (vesting or non-vesting), final map recordations, general plan amendments, specific plans, specific plan amendments, conditional use permits, protected tree permits, parking permits, off-site materials transport approvals, substantial conformance reviews, environmental review documents approved or certified pursuant to the CEQA and/or NEPA (including without limitation EIRs, EISs, joint EIR/EISs, Negative Declarations, Mitigated Negative Declarations, Addendums, Categorical Exemptions, Statutory Exemptions, Environmental Assessments, and Findings of No Significant Impacts), mitigation measures and mitigation and monitoring reports, Local Agency Formation Commission (LAFCO) annexations, initiatives, referenda, water supply assessments and water verifications, service area boundary adjustments, encroachment permits, well permits, National Pollutant Discharge Elimination System (NPDES) permits, incidental take permits and/or biological opinions issued or other requirements pursuant to the California or federal Endangered Species Act, USFWS Section 7 consultations, master streambed alteration agreements, streambed alteration agreements or permits, permits under the federal and/or state Clean Water Act, including Clean Water Act Section 404 permits, Clean Water Act Section 402 National Pollutant Discharge Elimination System permits, Clean Water Act Section 401 certification and waste discharge requirements, Natural River Management Plan permits, approvals and/or allowances, candidate conservation agreements and approvals, Waste Reclamation Requirement (WRR) Permits or implementation requirements, state or federal Clean Air Act permits, including federal conformity determinations, NHPA Section 106 consultation or other NHPA requirements, South Coast Air Quality Management District permits or approvals, and California Division of Oil, Gas, and Geothermal Resources permits or approvals.

In addition, Previously Issued Project Approvals include but are not limited to the following items issued on or before the Effective Date:

- RMDP/SCP
 - Incidental Take Permit No. 2081-2008-012-05 (*CDFW*)
 - Incidental Take Permit No. 2081-2008-013-05 (*CDFW*)
 - Master Streambed Alteration Agreement, Notification No. 1600-2004-0016-R5 (*CDFW*)
 - Adoption of CEQA Findings and Statement of Overriding Considerations (*CDFW*)
 - Adoption of California Endangered Species Act Findings (*CDFW*)
 - Approval of Mitigation Monitoring and Reporting Plan (*CDFW*)
 - Issuance of Notice of Determination (SCH No. 2000011025) (*CDFW*)
 - Clean Water Act Section 404 Permit No. 2003-1264-AOA (eff. Oct. 19, 2012) (*ACOE*)
 - Issuance of Record of Decision (*ACOE*)

- Biological Opinion, File No. 8-8-09-F-44 (June 7, 2011), as amended, File No. 8-8-12-F-59R (August 23, 2015) (*USFWS*)
- The Programmatic Agreement and Historic Properties Treatment Plan as defined in the Table of Defined Terms.
- Clean Water Act Section 401 Certification and Waste Discharge Requirements, Order No. R4-2012-0139 (Sept. 14, 2012) (*LARWQCB*)
- Certification of (and issuance of a Notice of Determination for) the Final AEA; adoption of Errata to the MMRP; adoption of Supplemental Findings under CEQA, Supplemental Findings under CESA, and Supplemental Findings under the Fish and Game Code; and adoption of Supplemental Statement of Overriding Considerations (SCH No. 2000011025), (*CDFW*)
- Mission Village
 - Vesting Tentative Tract Map No. 61105 (*County of Los Angeles*)
 - SEA Conditional Use Permit No. 200500080 (*County of Los Angeles*)
 - Oak Tree Permit No. 200500032 (*County of Los Angeles*)
 - Oak Tree Permit No. 200500043 (*County of Los Angeles*)
 - Conditional Use Permit No. 200500081 (*County of Los Angeles*)
 - Parking Permit No. 200500011 (*County of Los Angeles*)
 - Substantial Conformance Determination No. 201000001 (*County of Los Angeles*)
 - Adoption of CEQA Findings and Statement of Overriding Considerations (*County of Los Angeles*)
 - Approval of Mitigation Monitoring and Reporting Plan (*County of Los Angeles*)
 - Issuance of Notice of Determination (SCH No. 2005051143) (*County of Los Angeles*)
 - Certification of (and issuance of a Notice of Determination for) the Mission Village Final Recirculated EIR Portions, and adoption of Supplemental Findings, Errata to the MMRP, and Supplemental Statement of Overriding Considerations (SCH No. 2005051143) (*County of Los Angeles*)
- Landmark Village
 - Vesting Tentative Tract Map No. 53108-(5) (*County of Los Angeles*)
 - General Plan Amendment No. 00-196 (*County of Los Angeles*)
 - Specific Plan Amendment No. 00-196 (*County of Los Angeles*)
 - Local Plan Amendment No. 00-196 (*County of Los Angeles*)
 - SEA Conditional Use Permit No. 200500112 (*County of Los Angeles*)
 - Oak Tree Permit No. 00-196 (*County of Los Angeles*)
 - Conditional Use Permit No. 00-196 (*County of Los Angeles*)
 - Adoption of CEQA Findings and Statement of Overriding Considerations (*County of Los Angeles*)
 - Approval of Mitigation Monitoring and Reporting Plan (*County of Los Angeles*)
 - Issuance of Notice of Determination (SCH No. 2004021002) (*County of Los Angeles*)
 - Certification of (and issuance of a Notice of Determination for) the Landmark Village Final Recirculated EIR Portions, and adoption of Supplemental Findings, Errata to the MMRP, and Supplemental Statement of Overriding Considerations (SCH No. 2004021002) (*County of Los Angeles*)

- Newhall Ranch Specific Plan and Newhall Ranch Water Reclamation Plant
 - General Plan Amendment 94-087 (5) (*County of Los Angeles*)
 - Santa Clarita Valley Areawide Plan Amendment 94-087 (5) (*County of Los Angeles*)
 - Zone Change 94-087 (5) Ordinance 2003-00312 (*County of Los Angeles*)
 - CUP 94087 (5) (*County of Los Angeles*)
 - Adoption of CEQA Findings and Statement of Overriding Considerations (*County of Los Angeles*)
 - Approval of Mitigation Monitoring and Reporting Plan (*County of Los Angeles*)
 - Issuance of Notice of Determination (SCH No. 9500110015) (*County of Los Angeles*)

- Other
 - Issuance of a Notice of Determination for and certification of the Valencia Commerce Center Final Environmental Impact Report (SCH No. 1987123005, February 1991) and adoption of CEQA Findings, Statement of Overriding Considerations, and Mitigation Monitoring Program (*County of Los Angeles*)
 - Approval of permits and entitlements for Valencia Commerce Center, including: Conditional Use Permit Case No. 87-360-(5); Tentative Parcel Map Case No. 19784-(5); Tentative Parcel Map No. 20839-(5); Local Plan Amendment Case No. 88-435-(5); and Oak Tree Permit Case No. 88-221-(5) (September 1991) (*County of Los Angeles*).
 - Underground Injection Control Permit No. R9UIC-CA1-FY11-4 (Nov. 13, 2013) (*U.S. Environmental Protection Agency*)
 - All SB 610 Water Supply Assessment approvals for any and all portions of the Property and/or Villages
 - All SB 221 Water Sufficiency Verification approvals for any and all portions of the Property and/or Villages
 - Eminent Domain Settlement Agreement Among Castaic Lake Water Agency, The Newhall Land and Farming Company, and Valencia Water Company (December 17, 2012)
 - Pre-Annexation Agreement (December 21, 2012) between Castaic Lake Water Agency and Stevenson Ranch Venture LLC
 - Agreement between Newhall and Valencia Water Company titled “Agreement Establishing Process for Determining Water Demands” (December 12, 2012)
 - Agreement between The Newhall Land and Farming Company and Semitropic-Water Storage District and its Improvement Districts for a Newhall Semitropic-Water Banking and Exchange Program (May 21, 2001)
 - Agreement Between the State of California Department of Water Resources and the County of Los Angeles, Newhall Land and Farming Company, Newhall County Water District, and United Water Conservation District, to Conserve Flood Waters Originating in the Watershed above Castaic Dam (October 24, 1978)
 - SWRCB Order approving change in place of use and purpose of use of treated wastewater (treated wastewater change petition WW-11 filed June 25, 1991, by County Sanitation Districts of Los Angeles County)

- LARWQCB Order No. 87-48 regarding Water Reclamation Requirements for County Sanitation Districts of Los Angeles (Valencia Water Reclamation Plant)
- LARWQCB Order No. R4-2015-0071 regarding Waste Discharge Requirements for County Sanitation Districts of Los Angeles (Valencia Water Reclamation Plant)
- LARWQCB Order No. R4-2013-0180 regarding Waste Discharge Requirements for Newhall Ranch Sanitation District (Newhall Ranch Water Reclamation Plant)

EXHIBIT F

LITIGATION CHALLENGING CERTAIN PREVIOUSLY ISSUED PROJECT APPROVALS

Federal Court Litigation. The lawsuit captioned *Center for Biological Diversity, et al. v. United States Army Corps of Engineers, et al.* (United States Court of Appeals for the Ninth Circuit Case No. 15-56337; United States District Court for the Central District of California Case No. 2:14-cv-01667-PSF-CW).

CDFW State Court Litigation. The lawsuit captioned *Center for Biological Diversity, et al. v. California Department of Fish and Wildlife* (California Court of Appeals, Second Appellate District, Division Five Case No. B245131, Los Angeles County Superior Court Case No. BS131347).

Landmark Village State Court Litigation. The lawsuit captioned *Friends of the Santa Clara River, et al. v. County of Los Angeles, et al.* (Los Angeles County Superior Court Case No. BS136549).

Mission Village State Court Litigation. The lawsuit captioned *California Native Plant Society, et al. v. County of Los Angeles, et al.* (Los Angeles County Superior Court Case No. BS138001).

Petition to SWRCB. The petition for reconsideration by the SWRCB of the LARWQCB's order No. R4-2012-0139 granting water quality certification and issuing waste discharge requirements for the RMDP/SCP.

EXHIBIT G

PENDING PROJECT APPROVALS

Pending Project Approvals, as described in the Table of Defined Terms, include but are not limited to the following:

1. Certification of (and Issuance of a Notice of Determination for) the EIR for Entrada South (SCH No. 2010071004).
2. Approval and/or issuance by the County of Los Angeles of all permits and entitlements for Entrada South, including, but not limited to Vesting Tentative Tract Map No. TR53295, Conditional Use Permit No. 00-210, Zone Change No. 00-210, Parking Permit No. 200700013, and Oak Tree Permit No. 200700018.
3. Approval and/or issuance by the County of Los Angeles of all permits and entitlements for Valencia Commerce Center, including, but not limited to, Tentative Parcel Map 18108.

EXHIBIT H

FUTURE PROJECT APPROVALS

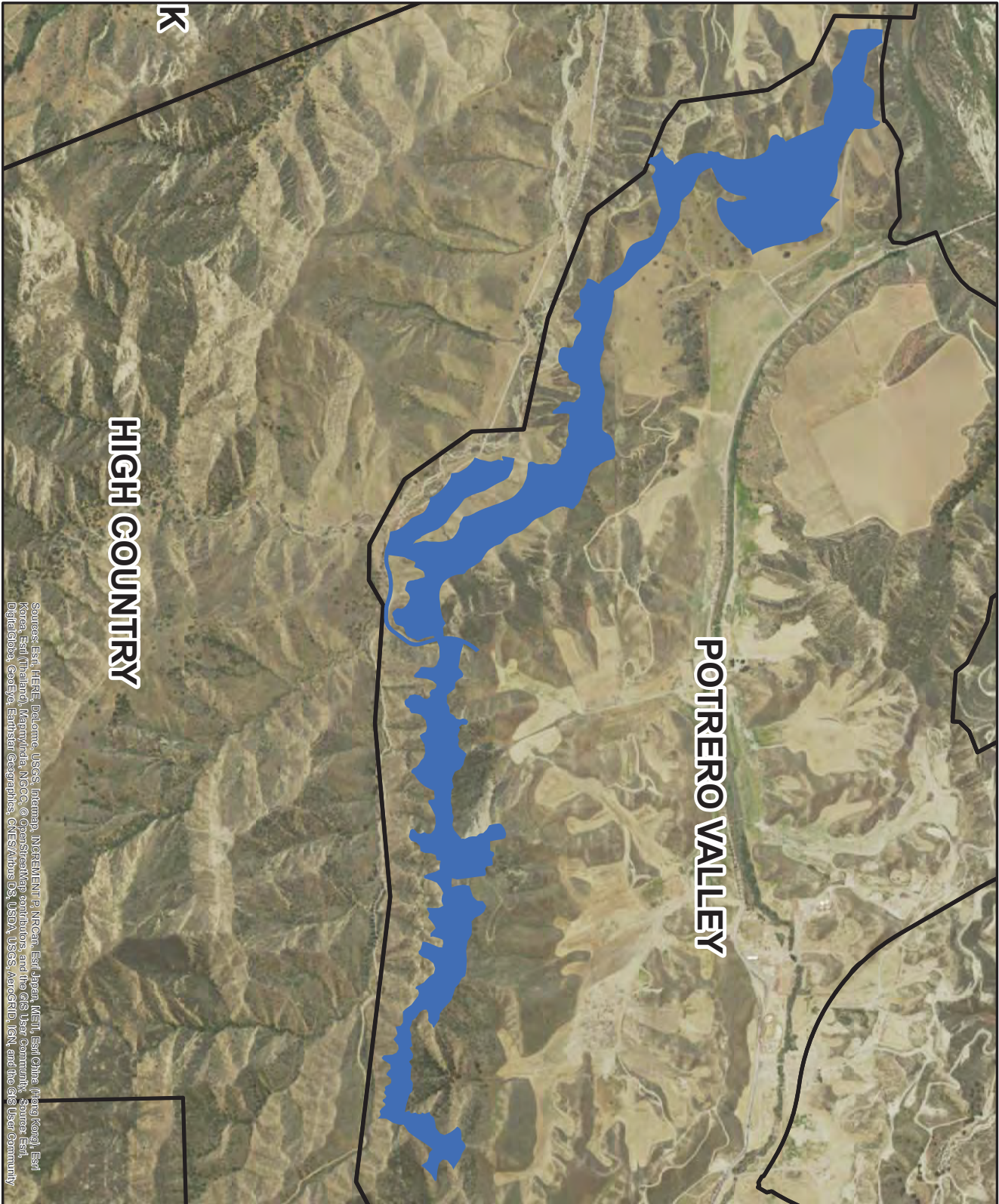
Future Project Approvals, as described in the Table of Defined Terms, include without limitation the following:

- Any and all grading permits, building permits, public works permits, tentative tract maps (vesting or non-vesting), parcel maps (vesting or non-vesting), final map recordations, general plan amendments, specific plan amendments, conditional use permits, protected tree permits, parking permits, off-site materials transport approvals, substantial conformance reviews, environmental review documents approved or certified pursuant to the CEQA and/or NEPA (including without limitation EIRs, EISs, joint EIR/EISs, Negative Declarations, Mitigated Negative Declarations, Addendums, Categorical Exemptions, Statutory Exemptions, Environmental Assessments, and Findings of No Significant Impacts), mitigation measures and mitigation and monitoring reports, Local Agency Formation Commission (LAFCO) annexations, initiatives, referenda, water supply assessments and water verifications, service area boundary adjustments, encroachment permits, well permits, National Pollutant Discharge Elimination System (NPDES) permits, incidental take permits and/or biological opinions issued or other requirements pursuant to the California or federal Endangered Species Act, USFWS Section 7 consultations, master streambed alteration agreements, streambed alteration agreements or permits, permits under the federal and/or state Clean Water Act, including Clean Water Act Section 404 permits, Clean Water Act Section 402 National Pollutant Discharge Elimination System permits, Clean Water Act Section 401 certification and waste discharge requirements, Natural River Management Plan permits, approvals and/or allowances, candidate conservation agreements and approvals, Waste Reclamation Requirement (WRR) Permits, state or federal Clean Air Act permits, including federal conformity determinations, NHPA Section 106 consultation or other NHPA requirements, South Coast Air Quality Management District permits or approvals, and California Division of Oil, Gas, and Geothermal Resources permits or approvals.

EXHIBIT I

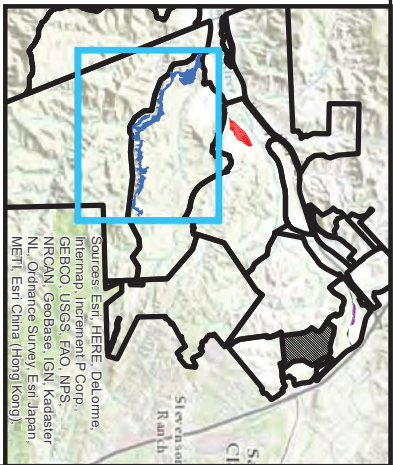
DEVELOPMENT FOOTPRINT REDUCTION

SOUTH SIDE OF POTRERO VILLAGE



POTRERO VALLEY

HIGH COUNTRY



**DEVELOPMENT REDUCTION
IN UPLAND AREA
(APPROX. 400 ACRES)**



EXHIBIT I

**DEVELOPMENT FOOTPRINT REDUCTION
SOUTHSIDE OF POTRERO VILLAGE**

Sources: Esri, HERE, DeLorme, USGS, Imagery, NGRCN, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), Mapbox, Ngeo, OpenStreetMap contributors, and the GIS User Community. Sources: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

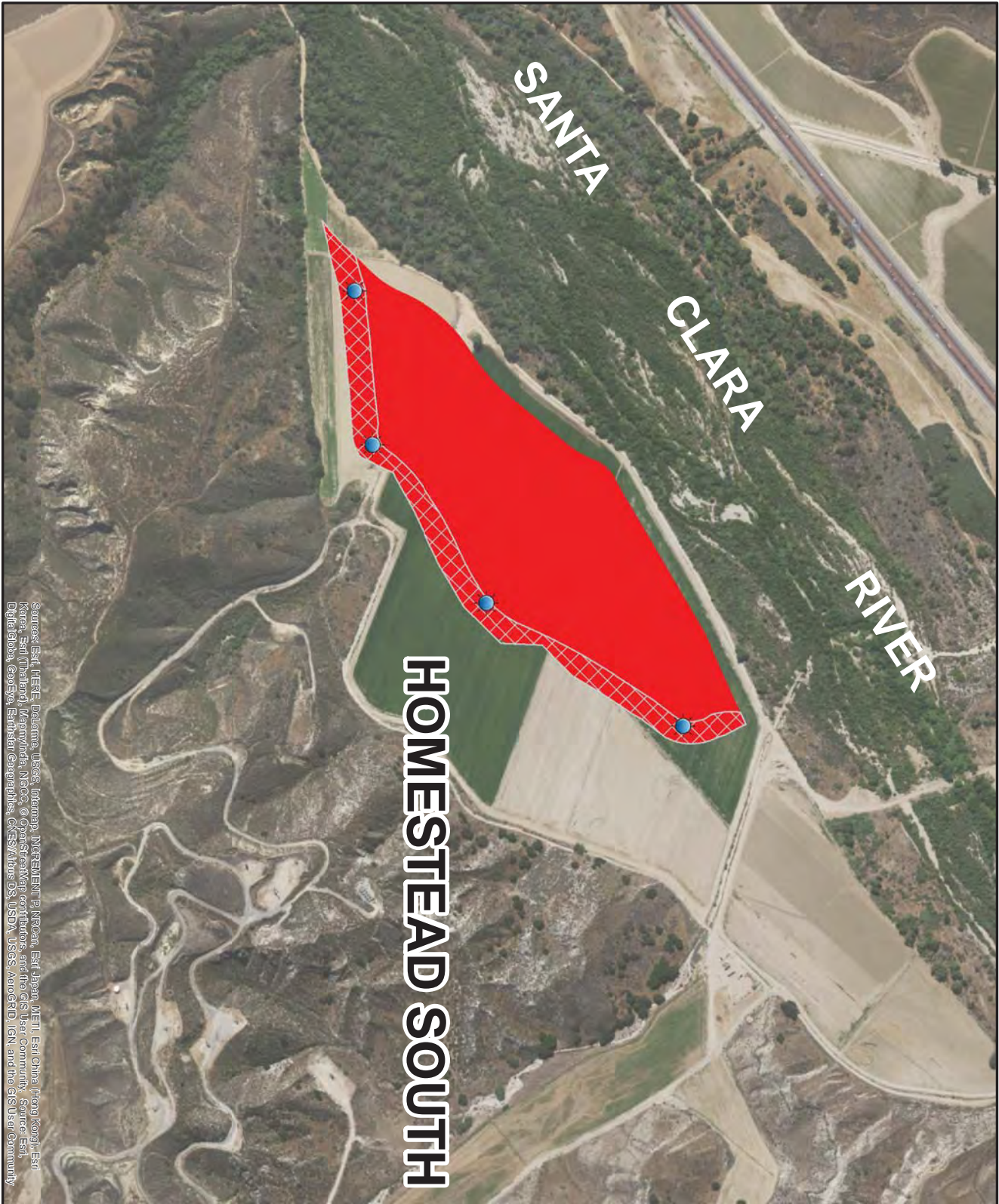
EXHIBIT J

DEVELOPMENT FOOTPRINT REDUCTION

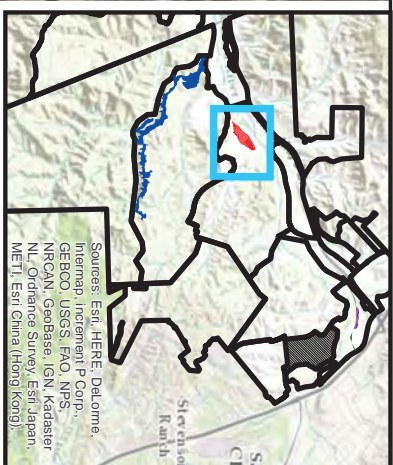
HOMESTEAD SOUTH

EXHIBIT J-1

**DEVELOPMENT FOOTPRINT REDUCTION – HOMESTEAD SOUTH – DEPICTION
OF FLOOD CONTROL FACILITIES, ROADWAY IMPROVEMENTS, AND
STORMWATER OUTLETS**



Sources: Esri, HERE, DeLorme, USGS, Imagery, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), Mapbox, Navteq, © OpenStreetMap contributors, and the GIS User Community, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Development Reduction in the 100-Year Floodplain (Approx. 44 Acres)

Estimated Extent of Flood Control and/or Roadway Improvements

Approximate Location of Stormwater Outlet



For Informational Purposes Only. Refer to Section 1.e. of the Settlement Agreement.

EXHIBIT J-1

**DEVELOPMENT FOOTPRINT REDUCTION
HOMESTEAD SOUTH VILLAGE
DEPICTION OF FLOOD CONTROL
FACILITIES, ROADWAY IMPROVEMENTS,
& STORMWATER OUTLETS**

EXHIBIT K

DEVELOPMENT FOOTPRINT REDUCTION

ENTRADA NORTH

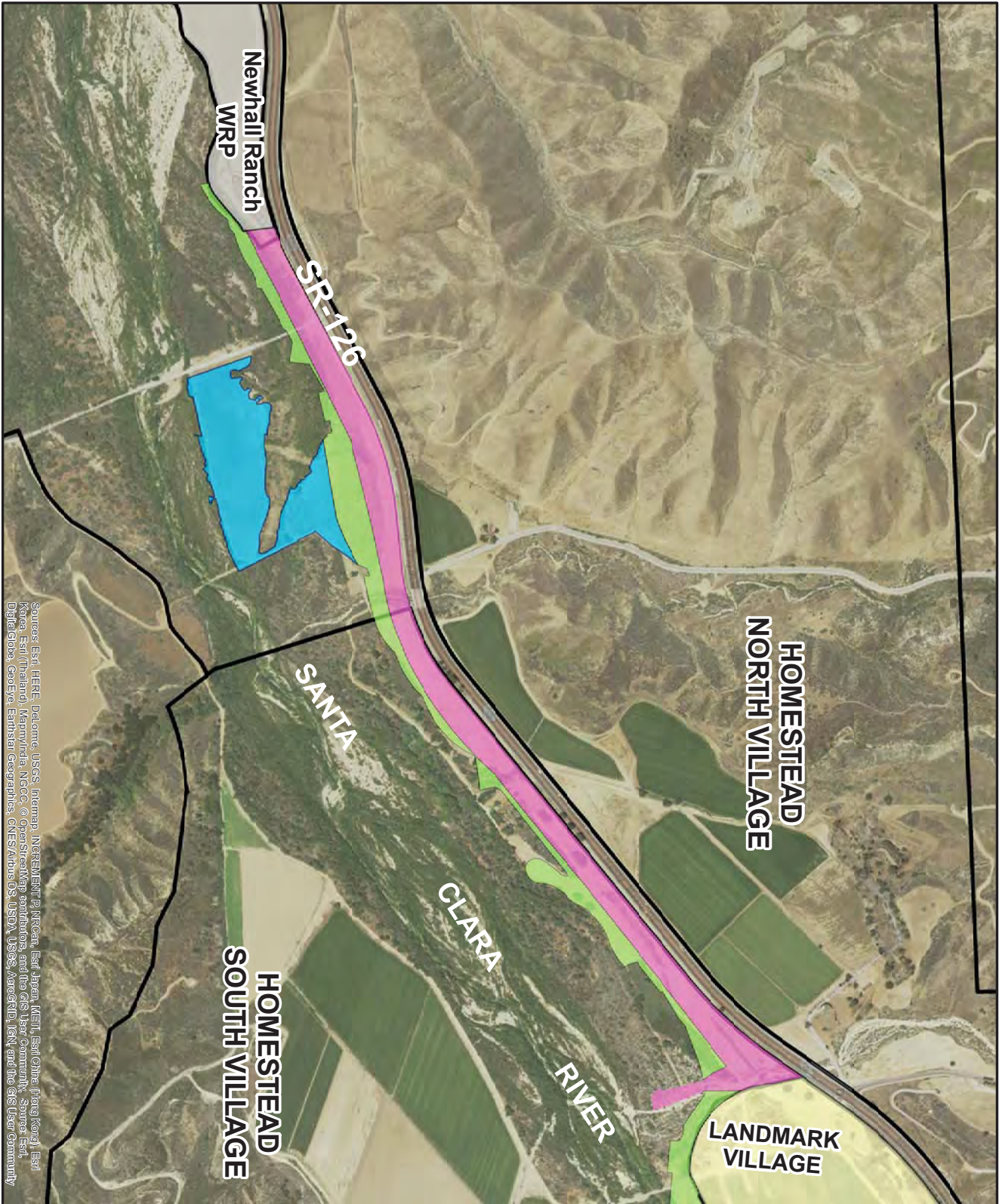
EXHIBIT K-1

**DEVELOPMENT FOOTPRINT REDUCTION – ENTRADA NORTH – DEPICTION OF
FLOOD CONTROL FACILITIES, ROADWAY IMPROVEMENTS, AND
STORMWATER OUTLETS**

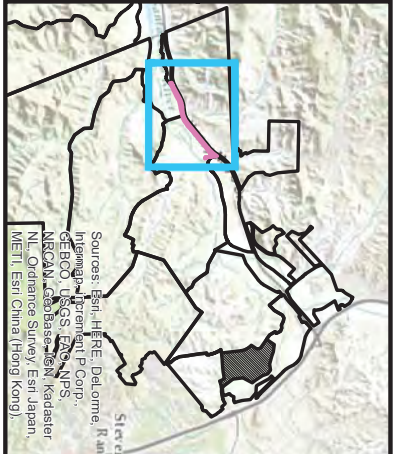
EXHIBIT L

DEVELOPMENT FOOTPRINT CONFIRMATION

CORRIDOR BETWEEN HIGHWAY 126 AND SANTA CLARA RIVER



Sources: Esri, HERE, DeLorme, USGS, Memorial, NRCAM, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NCCO, © OpenStreetMap contributors, and the GIS User Community, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



- Utility Corridor Project
- Wetland Mitigation Area (Completed)
- Future Restoration Area

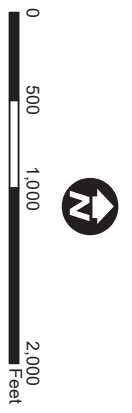


EXHIBIT L

**DEVELOPMENT FOOTPRINT
CONFIRMATION - CORRIDOR BETWEEN
SR-126 AND SANTA CLARA RIVER**

EXHIBIT M

INTENTIONALLY LEFT BLANK

EXHIBIT N

PARTIES' DESIGNEES TO RECEIVE NOTICES

Newhall

Newhall Land and Farming Company
25124 Springfield Court, Suite 300
Valencia, CA 91355
Attn: Community President

And (prior to April 1, 2018):

Five Point Holdings, LLC
25 Enterprise, Suite 300
Aliso Viejo, CA 92656
Attn: Legal Notices

(On or after April 1, 2018):

Five Point Holdings, LLC
15131 Alton Parkway, 4th Floor
Irvine, CA 92618
Attn: Legal Notices

Center for Biological Diversity

John Buse, Senior Counsel, Legal Director
Aruna Prabhala, Urban Wildlands Director
Center for Biological Diversity
1212 Broadway, Suite 800
Oakland, CA 94612

Wishtoyo Foundation and its Ventura Coastkeeper Program

Mailing Address for all: Wishtoyo Foundation & Wishtoyo Foundation's Ventura Coastkeeper Program, 9452 Telephone Road, #432, Ventura, CA 93004.

Mati Waiya
Executive Director
Wishtoyo Foundation & Wishtoyo Foundation's Ventura Coastkeeper Program

And:

Luhui Isha
Cultural Resources and Education Director
Wishtoyo Foundation & Wishtoyo Foundation's Ventura Coastkeeper Program

And:

Jason Weiner
General Counsel
Wishtoyo Foundation & Wishtoyo Foundation's Ventura Coastkeeper Program

And:

Geneva Thompson
Staff Attorney
Wishtoyo Foundation & Wishtoyo Foundation's Ventura Coastkeeper Program

California Native Plant Society

Daniel Gluesenkamp
CNPS Executive Director
California Native Plant Society
2707 K Street, Suite 1
Sacramento, CA 95816

Santa Ynez Band of Chumash Indians

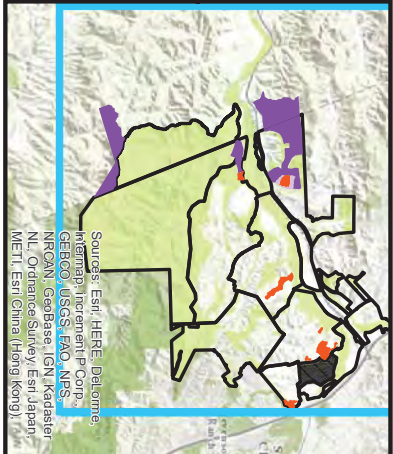
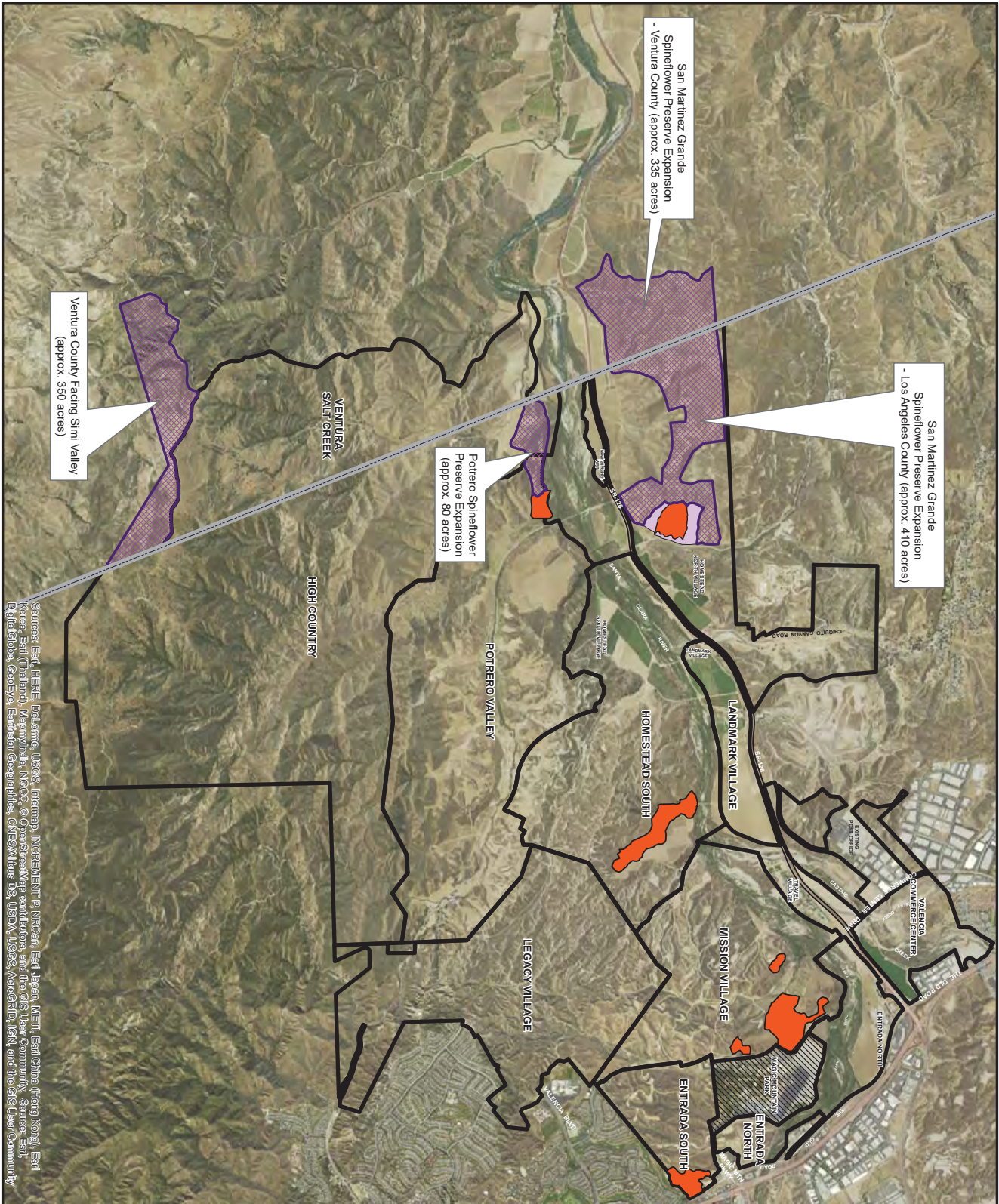
Tribal Chairman
Santa Ynez Band of Chumash Indians
P.O. Box 517
100 Via Juana Lane (deliveries only)
Santa Ynez, CA 93460
Fax: 805-686-9578

And:

Legal Department/Sam Cohen
Santa Ynez Band of Chumash Indians
P.O. Box 517
100 Via Juana Lane (deliveries only)
Santa Ynez, CA 93460

EXHIBIT O

ADDITIONAL SPINEFLOWER CONSERVATION AREAS



-  Proposed Spineflower Introduction Program (1,175 acres)
-  Newhall Ranch SCP Spineflower Preserve
-  SCP Adaptive Management Area



EXHIBIT O

ADDITIONAL SPINEFLOWER CONSERVATION AREAS

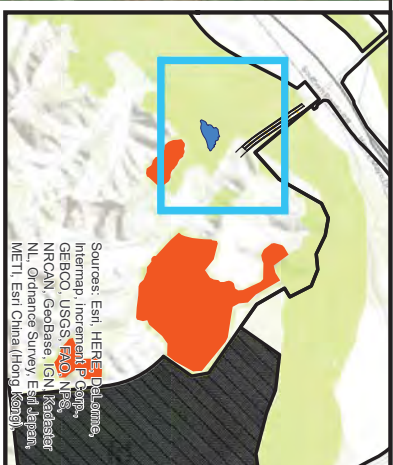
Sources: Esri, HERE, DeLorme, USGS, Mempro, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), Mapbox, Navteq, OpenStreetMap contributors, and the GIS User Community. Sources: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

EXHIBIT P

MIDDLE CANYON SPRING AREA



Sources: Esri, HERE, DeLorme, USGS, Imagery, NGRS, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), Mapbox, Swatch, © OpenStreetMap contributors, and the GIS User Community. Sources: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Intermap, NL, Ordance Survey, Esri Japan, METI, Esri China (Hong Kong)

Project Impact Footprint

Grading Daylight Limit

Middle Canyon Spring Complex

Spineflower Preserve



MIDDLE CANYON SPRING
EXHIBIT P

EXHIBIT Q

TEMPLATE OF PETITIONER PARTIES' NON-OPPOSITION LETTERS

[Petitioner Letterhead]

September ____, 2017

Don Kimball
Newhall Ranch Community President
Suite 300
Springfield Court
Valencia, CA 91355

Re: Newhall Ranch Project Development – Non-Opposition

Dear Mr. Kimball:

On behalf of [Petitioner name], I am writing about our organization's position on the development of Newhall Ranch. As you know, [Petitioner name] has entered into a settlement agreement with Newhall that includes certain commitments by Newhall. In consideration of those commitments, [Petitioner name] is withdrawing its previous project opposition.

Newhall has proposed the "Net Zero Newhall" initiative to make Newhall Ranch the first master-planned community in California to achieve net zero GHG emissions. We appreciate these GHG mitigation measures as well as changes to bridge construction and bank stabilization methods in the Santa Clara River to avoid impacts to the unarmored threespine stickleback.

In light of these project changes and the settlement agreement, [Petitioner name] is not opposed to the previous or pending project approvals for Newhall Ranch and the related village-level projects[, including, but not limited to, the Newhall Ranch Resource Management and Development Plan and Spineflower Conservation Plan (RMDP/SCP), Mission Village, Landmark Village, Entrada South Village or the Valencia Commerce Center.] [Each Petitioner to revise bracketed language to conform with Section 2(d).] Please note that our non-opposition extends only to the extent of our commitments in the settlement agreement and does not waive any objection rights that we have retained in the settlement agreement or our right to object to non-Newhall projects.

We recognize that Newhall may use this non-opposition letter to demonstrate to third parties that [Petitioner name] is not opposed to the previous or pending project approvals for Newhall Ranch and the related village-level projects.

Best regards,

EXHIBIT R

INTENTIONALLY LEFT BLANK

EXHIBIT S

DESCRIPTION OF VILLAGE DEVELOPMENT PARAMETERS

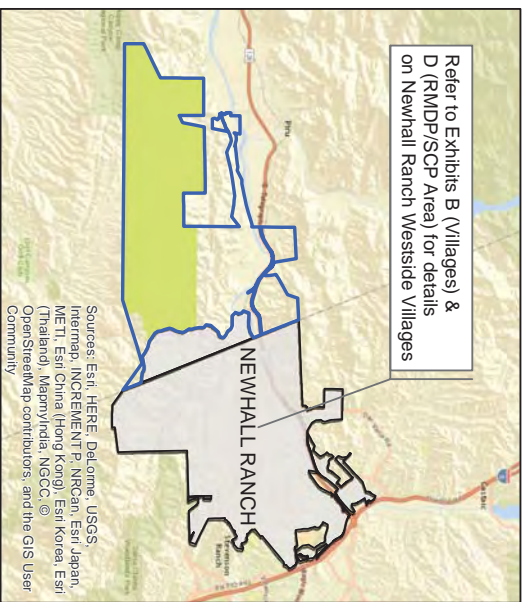
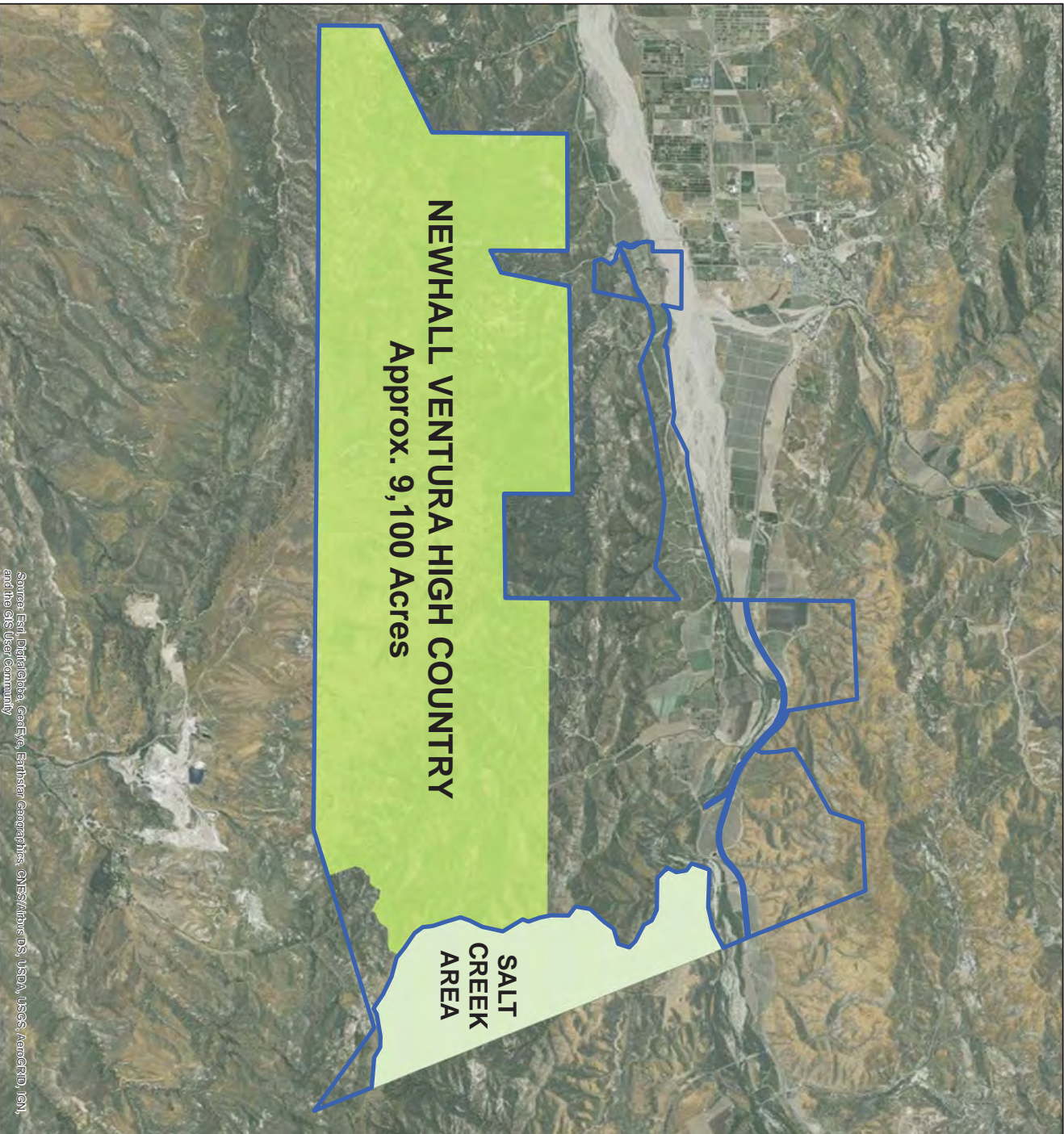
Exhibit S


Description of Villages' Development Parameters

<i>Villages</i>	<i>Development Parameters</i>	
	<i>Homesites</i>	<i>Commercial SF</i>
Landmark Village		
Homesites	1,444	
Commercial SF		1,033,000
Mission Village		
Homesites	4,055	
Commercial SF		1,555,100
Homestead South		
Homesites	3,617	
Commercial SF		66,400
Homestead North		
Homesites	1,818	
Commercial SF		1,571,000
Potrero		
Homesites	8,583	
Commercial SF		944,500
Entrada South		
Homesites	1,574	
Commercial SF		730,000
Valencia Commerce Center		
Homesites	-	
Commercial SF		3,600,000
Entrada North		
Homesites	1,150	
Commercial SF		2,674,400
Legacy Village		
Homesites	3,588	
Commercial SF		839,000
TOTAL - ALL VILLAGES		
Homesites	25,829	
Commercial SF		13,013,400

EXHIBIT T

VENTURA HIGH COUNTRY PROPERTY



-  Newhall Ventura Property Boundary
-  Newhall Ventura High Country
-  Newhall Ranch Salt Creek Area*

*Salt Creek Area includes 1,507 acres to be permanently conserved pursuant to the Newhall Ranch Specific Plan and Newhall Ranch Resource Management and Development Plan (shown for informational purposes only).



EXHIBIT T
NEWHALL VENTURA COUNTY PROPERTY
VENTURA HIGH COUNTRY

EXHIBIT U

ATTORNEYS' FEES/COSTS PAYMENT ALLOCATION

Total Attorneys' Fees and Costs To Be Paid

Organization	Fees/Costs
Center for Biological Diversity	\$2,150,000
Wishtoyo Foundation/Ventura Coastkeeper	\$1,500,000
Advocates for the Environment	\$560,000
Chatten-Brown and Carstens	\$268,000
Native American Rights Fund	\$279,000
UCLA Environmental Law Clinic	\$138,000
Independent Attorneys (Courtney Coyle, Michael Nixon, Adam Keats Post- employment CBD)	\$84,000
Total Attorneys' Fees and Costs To Be Paid	\$4,979,000