Development Agreement

94-01
DEVELOPMENT AGREEMENT NO. 96-01

by and between

THE CITY OF ANAHEIM

and

WALT DISNEY WORLD CO.

dated as of

October 22, 1996
**DEVELOPMENT AGREEMENT NO. 96-01**

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DEVELOPMENT AGREEMENT NO. 96-01

BY AND BETWEEN

THE CITY OF ANAHEIM

AND

WALT DISNEY WORLD CO.

This Development Agreement No. 96-01 ("Agreement") is made and entered into this 22nd day of October, 1996, by and between the City of Anaheim, a charter city and a municipal corporation duly organized and existing under the Constitution and the laws of the State of California ("City"), and Walt Disney World Co., a Delaware corporation ("Disney"), pursuant to the authority set forth in Article 2.5 of Chapter 4 of Division 1 of Title 7 (Sections 65864 through 65869.5) of the California Government Code (the "Development Agreement Act"), the City's inherent power as a charter city, Section 18.04.120 of the Anaheim Municipal Code (the "Enabling Ordinance"), and the implementing procedures of the City adopted in Resolution No. 82R-565 (the "Procedures Resolution"), based upon an initial application dated July 31, 1996.
RECITALS

WHEREAS, the City and Disney recognize that construction and development of The Disneyland Resort Project (consisting of a new Theme Park and other related facilities described herein) will create significant opportunities for economic growth in the City, the Southern California region and the State of California, will facilitate the implementation of public infrastructure needed to accommodate local and regional growth, and will generate significant economic benefits to the State, region, the City and Disney; and

WHEREAS, the new Theme Park in The Disneyland Resort Project will provide opportunities for new hotel and retail growth in the Anaheim Resort and the City which will provide new general fund revenues intended to offset incremental City costs associated with such growth; and

WHEREAS, the new Theme Park, together with new Disney hotel development and the new retail, dining, and entertainment uses which comprise the Opening Day Project will provide new revenues to fund public streets, landscaping, storm drains, sewer, water, parking and other improvements which will provide an area-wide benefit for the Anaheim Resort as well as provide City infrastructure needed to support The Disneyland Resort Project, new hotels in the Anaheim Resort, the Anaheim Convention Center and the entire City; and

WHEREAS, the City and Disney will combine resources to bring about a revitalization of the entire Anaheim Resort and finance the public improvements required for The Disneyland Resort Project, other Anaheim Resort improvements, and the expansion of the Anaheim Convention Center; and
WHEREAS, Disney, in consideration for the benefits and opportunities provided to Disney by The Disneyland Resort Project and the cooperation and assistance of the City in connection therewith, will provide assurances to the City that the public infrastructure, amenities and design features of the Opening Day Project are implemented in a timely manner; and

WHEREAS, in order to provide certainty and render development of The Disneyland Resort Project more feasible in light of the large amount of capital investment necessary to implement The Disneyland Resort Project and the extended planning horizon necessary to coordinate a project of that scope and complexity, Disney requires assurance from the City, with respect to Disney Property within The Disneyland Resort Specific Plan Area, that The Disneyland Resort Specific Plan and certain other existing governmental entitlements shall, to the extent specified herein, not be changed or supplemented with inconsistent burdens and exactions; and

WHEREAS, Disney also recognizes and agrees that in extending these benefits to Disney, the City must reserve certain legislative powers; and

WHEREAS, the direct and indirect benefits the City expects to receive pursuant to this Agreement for its existing and future residents include, but are not limited to, the participation of Disney in the accelerated, coordinated and more economical construction, funding and dedication to the public of certain needed area-wide public improvements and facilities in the Anaheim Resort; and

WHEREAS, these area-wide public facilities and improvements will not only facilitate The Disneyland Resort Project, but will provide benefits to the general public; and
WHEREAS, by entering into this Agreement, the City is encouraging the development of The Disneyland Resort Project as set forth in The Disneyland Resort Specific Plan and this Agreement, and the development of the Anaheim Resort in accordance with goals and objectives of the City as set forth in the Anaheim Resort Specific Plan while reserving to the City the legislative powers necessary to remain responsible and accountable to its residents; and

WHEREAS, for the foregoing reasons, the Parties desire to enter into a development agreement for the Disney Property located in The Disneyland Resort Specific Plan Area pursuant to Government Code section 65864 et seq, and the City’s charter powers upon the terms set forth herein.
AGREEMENT

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Act, as it applies to the City, and the City’s inherent powers as a charter city, the Enabling Ordinance and the Procedures Resolution, and in consideration of the premises and mutual promises and covenants herein contained and other valuable consideration the receipt and adequacy of which the Parties hereby acknowledge, the Parties hereto agree as follows:

1. DEFINITIONS.

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

1.1. "Affiliate of Disney" means a sole proprietorship, limited liability company, partnership, limited partnership, joint venture, trust, unincorporated organization, association, corporation, institution, or entity, who directly or indirectly controls, is controlled by, or is under common control with Disney or The Walt Disney Company. For purposes of this definition, "control" means the possession, directly or indirectly, of the power to vote fifty percent (50%) or more of the securities having ordinary voting power for the entity, or possessing the power or authority to generally direct the management and policies of the entity.

1.2. "Agreement" means this Development Agreement No. 96-01 and all amendments and modifications thereto.


1.4. "Anaheim Resort" means the area of approximately 1046 acres in the City which is designated on the City General Plan for Commercial Recreation land uses; the Anaheim Resort encompasses The Disneyland Resort Specific Plan Area.
1.5. "Anaheim Resort Specific Plan" means Specific Plan No. 92-2, as amended from time to time by the City.

1.6. "Annual Review" means the annual review process as described in Section 4 of this Agreement.

1.7. "Applicable Rules" means (subject only to the qualifications set forth herein with respect to Fees) the rules, regulations, ordinances and officially adopted plans and policies of the City in force as of the Effective Date of this Agreement, including without limitation The Disneyland Resort Specific Plan and the Project Approvals. Notwithstanding the language of this Section or any other language in this Agreement (i) all duly adopted codes, regulations, specifications and standards regarding the design and construction of public works facilities, if any, shall be those that are in effect at the time the plans for such public works facilities are being processed for approval and/or under construction, and (ii) except as expressly set forth in this Agreement with respect to the Impact Fees and Processing Fees and Charges applicable to the Opening Day Project and the Supplemental Future Hotel Rooms, Applicable Rules shall mean and include the Fees in effect from time to time, including all increases in Fees or new Fees adopted after the Effective Date of this Agreement. With respect to the Opening Day Project and the Supplemental Future Hotel Rooms, Applicable Rules shall mean and include only those Impact Fees and Processing Fees and Charges in effect as of the Effective Date, as increased (but only as increased) in accordance with Sections 3.2.10 and 3.4.2 of this Agreement.

1.8. "Attorneys' Fees" means and shall be limited to (i) attorneys' fees, if any, specifically awarded to a Plaintiff by a court of competent jurisdiction pursuant to a final
judgment in connection with any Litigation and (ii) the amount required to be paid, if any, to reimburse any Plaintiff for the Plaintiff's attorneys' fees as provided in a settlement agreement approved by City and Disney in connection with any Litigation, as provided in Section 6.12.1 of this Agreement.

1.9. "Authority" means the Anaheim Public Financing Authority, a joint exercise of powers authority and a public entity duly organized under the laws of the State of California particularly Sections 6500 et seq. of the California Government Code and the Joint Exercise of Powers Agreement.


1.11. "City" means the City of Anaheim, a municipal corporation of the State of California exercising municipal home rule powers pursuant to a charter approved and issued by the State of California.

1.12. "City Agency" means each and every agency, department, board, commission, authority, employee, and/or official acting under the authority of the City, including without limitation the City Council, the Planning Commission and the Authority.

1.13. "City Attorney" means the City Attorney of the City of Anaheim.

1.14. "City Council" means the city council of the City and the legislative body of the City pursuant to Section 65867 of the California Government Code (Development Agreement Act).

1.15. "City Manager" means the chief executive officer of the City.
1.16. "City Project Coordinator" means an individual selected by the City to coordinate processing of all Ministerial Permits and Approvals and all Discretionary Actions applicable to the Opening Day Project.

1.17. "Conditions of Approval" means the Conditions of Approval for the Project originally adopted by the City Council on June 29, 1993 by Ordinance No. 5377 and as amended by the City Council on October 8, 1996 by Resolution No. 96-177 and attached hereto as Exhibit A, Conditions of Approval.

1.18. "Construction Period" means the time period during which the Opening Day Project is constructed pursuant to the Construction Schedule.

1.19. "Construction Schedule" shall mean that construction schedule for the Opening Day Project as established by the Parties in accordance with the Finance Agreement as may be amended by the Parties from time to time or pursuant to the Finance Agreement.

1.20. "Counsel" shall mean the counsel retained by Disney to represent Disney and to assist the City in connection with any Litigation.

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

1.22. "Discretionary Action" means an action which requires the exercise of judgment, deliberation or a decision on the part of the City and/or any City Agency in the process of approving or disapproving a particular activity, as distinguished from an activity which merely requires the City and/or any City Agency to determine whether there has been compliance with statutes, ordinances or regulations.

1.23. "Disney" means Walt Disney World Co., a Delaware corporation.
1.24. "Disney Project Manager" means a Vice President of Walt Disney Imagineering or successor entity with primary responsibility for implementation of the Project.

1.25. "Disney Property" means the specific real properties owned or Leased by Disney within The Disneyland Resort Specific Plan Area and specifically described on Exhibit B, Disney Property, attached hereto. Disney Property also may include, after the Effective Date, additional properties owned or Leased by Disney within The Disneyland Resort Specific Plan Area, in accordance with the provisions of Section 3.3 of this Agreement.

1.26. "Disneyland" means the existing Disneyland Theme Park and associated improvements and operations (as modified from time to time) within The Disneyland Resort Specific Plan Area as identified on Exhibit C, Disneyland, attached hereto.

1.27. "Effective Date" is the date on which this Agreement is attested by the City Clerk of the City of Anaheim after approval by the City Council and execution by the Mayor of the City and Disney.

1.28. "Enabling Ordinance" means Ordinance No. 4377 adopted by the City Council on November 23, 1982, which authorized and enabled the City to enter into development agreements in accordance with the Development Agreement Act.

1.29. "Existing Hotel Rooms" means those certain Hotel Rooms existing as of the Effective Date (The Disneyland Hotel and the Disneyland Pacific Hotel), as identified on Exhibit D, Existing Hotel Rooms, attached hereto.

1.30. "Fees" means Impact Fees, Processing Fees and Charges and any other fees or charges imposed or collected by the City.
1.31. "FEIR" means the Final Environmental Impact Report, No. 311, certified by the City on June 22, 1993, in accordance with the requirements of CEQA.

1.32. "FEIR Addendum" means the Addendum to the FEIR, approved by the City on October 8, 1996, in accordance with the requirements of CEQA.

1.33. "Finance Agreement" means that certain agreement entered into by and between the City, the Authority and Disney, providing for the financial arrangements between Disney, the City and the Authority with regard to the funding and construction of infrastructure and other improvements.

1.34. "Future Hotel Rooms" means the Hotel Rooms newly constructed on the Disney Property pursuant to The Disneyland Resort Specific Plan following the Effective Date. Future Hotel Rooms shall not include Existing Hotel Rooms or Hotel Rooms constructed in replacement of Existing Hotel Rooms pursuant to Sections 3.2.1.2 and 3.2.1.3.

1.35. "General Plan" means the General Plan of the City.

1.36. "Hotel Rooms" or "Hotel" means a hotel, motel, or other transient occupancy accommodation as defined in Section 2.12.005.040 of the AMC as of the Effective Date.

1.37. "Impact Fees" means impact fees, linkage fees, exactions, assessments or fair share charges or other similar impact fees or charges imposed on and in connection with new development by the City pursuant to rules, regulations, ordinances and policies of the City, as set forth in Exhibit L, Impact Fees. Impact Fees do not include (i) Processing Fees and Charges or (ii) other City-wide fees or charges of general applicability, provided that such City-wide fees or charges are not imposed on impacts of new development.
1.38. "Inspections" means all field inspections and reviews by City officials during the course of construction of the Project and the processing of certificates of occupancy (permanent or temporary).

1.39. "Landscaping and Lighting District" means a landscaping and lighting district established under a charter city ordinance or applicable provisions of the California Streets and Highways Code pursuant to Section 3.1.7, for the purpose of funding maintenance costs, above the City's standard level, for entry monumentation, decorative lighting, bus shelters, enhanced landscaping, benches, kiosks and other street features in public right-of-way within the Anaheim Resort.

1.40. "Lease" shall mean a lease having a base term of greater than ten (10) years not including optional terms or extensions.

1.41. "List of Actions" means the list of expected applications for Ministerial Permits and Approvals and of Discretionary Actions, if any, which is submitted by Disney to the City in accordance with the provisions of Section 3.4.3.

1.42. "Litigation" shall mean any lawsuit (including any cross-action) filed against the City and/or Disney to the extent such lawsuit challenges the validity, implementation or enforcement of, or seeks any other remedy directly relating to, all or any part of the Project Approvals or this Agreement.

1.43. "Ministerial Permits and Approvals" means the permits, approvals, plans, inspections, certificates, documents, licenses, and all other actions required to be taken by the City in order for Disney to implement, develop and construct the Project and the Mitigation Measures, including without limitation, building permits, public works permits, grading permits,
encroachment permits and other similar permits and approvals which are required by the AMC to implement the Project and the Mitigation Measures. Ministerial Permits and Approvals shall not include any Discretionary Actions.

1.44. "Mitigation Measures" means the mitigation measures described in the FEIR Addendum and in the Mitigation Monitoring Program for The Disneyland Resort, MMP No. 0067, as modified by the City on October 8, 1996 which is attached hereto as Exhibit E, Mitigation Monitoring Program.

1.45. "Opening Day Project" means those specified Project Elements described on Exhibit F, Opening Day Project, attached hereto and with respect to which Disney has prepared and attached hereto, an Illustrative Plan, as Exhibit G, Illustrative Plan.

1.46. "Opening Day" means June 30, 2001, the date on which the Opening Day Project shall be generally operational and shall be open for general public use and admission. The Opening Day shall be subject to extension by mutual agreement of the Parties or as otherwise expressly set forth in this Agreement or the Finance Agreement.

1.47. "Parties" means collectively Disney and the City.

1.48. "Party" means any one of Disney or the City.

1.49. "Plaintiff" means any party seeking relief or compensation through Litigation whether as plaintiff, petitioner, cross-complainant or otherwise.

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

1.51. "Planning Director" means the Planning Director for the City.
1.52. "Procedures Resolution" means Resolution No. 82R-565 adopted by the City Council on November 23, 1982, pursuant to California Government Code Section 65865, establishing procedures and requirements for the consideration and implementation of development agreements, attached hereto as Exhibit H, Procedures Resolution.

1.53. "Processing Fees and Charges" means all processing fees and charges required by the City including, but not limited to, fees for land use applications, project permits, building applications, building permits, grading permits, encroachment permits, tract or parcel maps, lot line adjustments, air right lots, street vacations, certificates of occupancy and other similar permits. Processing Fees and Charges shall not include Impact Fees.

1.54. "Project" means (subject to the exclusions set forth below in this Section 1.54) Theme Parks, Hotel Rooms, and Retail, Dining and Entertainment Uses on the Disney Property, and other uses including without limitation administrative and ancillary uses on the Disney Property, all as permitted by The Disneyland Resort Specific Plan; provided, however, for the purposes of this Agreement, (i) the total number of Future Hotel Rooms within the Project and subject to this Development Agreement shall be limited to 1,800, (ii) the total number of new square feet of Retail, Dining and Entertainment Uses within the Project and subject to this Development Agreement shall be limited to 400,000 square feet, and (iii) all development in excess of the Opening Day Project shall be in furtherance of development of the Disney Property as a destination resort which includes as its primary land uses theme park and hotel development. Notwithstanding any provision of this Agreement to the contrary, the Hotel Rooms contained within the term "Project" and subject to this Development Agreement shall be limited to (a) the 1,136 room Disneyland Hotel, (b) up to 1,800 new Future Hotel
Rooms, and (c) Hotel Rooms constructed in replacement of Existing Hotel Rooms pursuant to Sections 3.2.1.2 and 3.2.1.3; and no other Hotel Rooms shall be included or referenced by the term "Project."

1.55. "Project Approvals" means those Discretionary Actions authorizing the Project and in effect as of the Effective Date including, but not limited to, the certification of the FEIR and the approval of General Plan Amendment No. 331, approval of The Disneyland Resort Specific Plan (Specific Plan No. 92-1), approval of the Zoning and Development Standards for The Disneyland Resort Specific Plan, adopted on June 29, 1993, an ordinance of the City of Anaheim Amending Title 18 of the Anaheim Municipal Code by Adding Thereto Chapter 18.78 Relating to Zoning and Development Standards for The Disneyland Resort Specific Plan No. 92-1, and the Mitigation Measures and the Conditions of Approval, as adopted by the City on June 22 and 29, 1993, and as amended on or before the Effective Date. The Project Approvals are listed in Exhibit I, Project Approvals.

1.56. "Project Elements" means the specific land uses permitted by the Project Approvals on the Disney Property and comprised within the term "Project", including but not limited to Theme Parks, Hotel Rooms, Retail, Dining, and Entertainment Uses, parking facilities, and other permitted administrative and ancillary uses, tourist-oriented and resort uses and infrastructure improvements.

1.57. "Reserved Powers" means the rights and authority excepted from this Agreement’s restrictions on the City’s police powers and which are instead reserved to the City. The Reserved Powers include the power to enact and implement rules, regulations, ordinances and policies after the Effective Date that may be in conflict with the Applicable
Rules, but: (1) prevent or remedy conditions which the City has found to be injurious or detrimental to the public health or safety; (2) are Uniform Codes; (3) are necessary to comply with state and federal laws, rules and regulations (whether enacted previous or subsequent to the Effective Date) or to comply with a court order or judgement of a state or federal court; (4) are agreed to or consented to by Disney; (5) involve the formation of assessment districts, Mello-Roos or community facilities districts, special districts, maintenance districts or other similar districts formed in accordance with applicable laws provided, however, that Disney shall retain all its rights with respect to such districts pursuant to all applicable laws (except as provided by Section 3.1.7); or (6) are City-wide fees or charges of general applicability provided that such City-wide fees or charges are not fees or charges imposed on impacts of new development in violation of the express limitations provided by this Agreement.

1.58. "Retail, Dining and Entertainment Uses" means those retail, dining and entertainment uses built or caused to be built by Disney on the Disney Property outside of the admission gate of any Theme Park in accordance with The Disneyland Resort Specific Plan, and which are uses permitted pursuant to "Retail Entertainment Centers," "Retail Uses" and "Restaurants" in Sections 18.78.030.110, 18.78.060 and 18.78.070 of the AMC.

1.59. "Right(s)-of-Way" means any right(s)-of-way or other real property interest necessary to access, construct, maintain, perform and/or operate any of the Mitigation Measures or Conditions of Approval excluding the land required for any public parking structures built on the Disney Property and for relocation of the existing Southern California Edison utility structures on the Disney Property.

1.60. "Section" means the indicated number section or subsection of this Agreement.
1.61. "Senior Disney Project Manager" means a Senior Vice President of Walt Disney Imagineering or successor entity with primary responsibility for implementation of the Project.

1.62. "Statement of Overriding Considerations" means the Statement of Overriding Considerations adopted by the City Council by Resolution No. 93R-107 on June 22, 1993, and by Resolution No. 96R-176 on October 8, 1996, which is attached hereto as Exhibit J, Statement of Overriding Considerations.

1.63. "Supplemental Future Hotel Rooms" means the first two hundred and fifty (250) Hotel Rooms newly built or caused to be built by Disney, in excess of the seven hundred and fifty (750) Hotel Rooms which Disney is constructing in connection with the Opening Day Project, on the Disney Property pursuant to The Disneyland Resort Specific Plan and which are Disney or Disneyland branded Hotel Rooms and generally marketed under the Disney or Disneyland trade-name, trademark or logo and are equal to the general quality of the Wilderness Lodge located at The Walt Disney Resort in Florida; provided that construction of such Hotel Rooms is commenced within five (5) years of the Opening Day and construction is diligently and continuously pursued to completion and opening. Supplemental Future Hotel Rooms does not include Existing Hotel Rooms.

1.64. "Term" means the applicable period of time during which this Agreement shall be in effect and shall bind the City and Disney, as described in Section 6.2.

1.65. "The Disneyland Resort Project" means the Project.
1.66. "The Disneyland Resort Specific Plan" or "Specific Plan" means The Disneyland Resort Specific Plan No. 92-1 (including zoning and development standards) as approved by the City and as amended on or before the Effective Date.

1.67. "The Disneyland Resort Specific Plan Area" means the area of approximately 549.5 acres within the boundaries of The Disneyland Resort Specific Plan.

1.68. "The Walt Disney Company" means The Walt Disney Company, a Delaware corporation.

1.69. "Theme Parks" shall have the meaning set forth in Section 18.78.060.010.0101 of the AMC including without limitation Disneyland.

1.70. "Uniform Codes" means those building, electrical, mechanical, fire and other similar regulations of a City-wide scope which are based on recommendations of a multi-state professional organization and become applicable throughout the City, such as, but not limited to, the Uniform Building Code, the Uniform Electrical Code, the Uniform Mechanical Code, or the Uniform Fire Code (including those amendments to the promulgated uniform codes which reflect local modification to implement the published recommendations of the multi-state organization and which are applicable City-wide).

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

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

The Legislature finds and declares that:

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

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

Notwithstanding the foregoing, to ensure that the City remains responsive and accountable to its residents while pursuing the benefits of development agreements contemplated by the Legislature, the City: (1) accepts restraints on its police powers contained in development agreements only to the extent and for the duration required to achieve the mutual objectives of the Parties; and (2) to offset such restraints, seeks public benefits which go beyond those obtained by traditional City controls and conditions imposed on development project applications.
2.2. City Procedures and Actions.

2.2.1. Planning Commission Action. On August 9, 1996, as required by Section 65867 of the Development Agreement Act and Section 2.1 of the Procedures Resolution, the Planning Director gave public notice of the Planning Commission’s intention to consider a recommendation to the City Council regarding adoption of this Agreement. On August 19, 1996, as required by Section 65867 of the Development Agreement Act and Section 2.2 of the Procedures Resolution, the Planning Commission held a public hearing on this Agreement. On August 19, 1996, the Planning Commission, after considering that the FEIR was previously certified for the Project and the FEIR Addendum, found and determined, consistent with the standards set forth in Section 2.3 of the Procedures Resolution, that: (1) the FEIR and FEIR Addendum complied with all requirements of CEQA; (2) since initial certification of the FEIR and as analyzed in the FEIR Addendum, no substantial changes have occurred and no new information has become available which would require additional environmental review in connection with approval of the Agreement; (3) the Agreement is within the scope of the FEIR and the FEIR Addendum, and was contemplated therein as part of the Project; (4) the Agreement is consistent with the City’s General Plan and with the Specific Plan; (5) the Agreement is compatible with the uses authorized in and regulations prescribed in The Disneyland Resort Specific Plan and the Anaheim Resort Specific Plan (as of the Effective Date); (6) the Agreement is compatible with the orderly development of property in the surrounding area; (7) the Agreement will have an overall positive effect on the health, safety and welfare of the residents of and visitors to the City; (8) the Agreement constitutes a lawful, present exercise of the City’s police power and authority under
the Development Agreement Act, the Enabling Ordinance and the Procedures Resolution; and
(9) is entered into pursuant to and in compliance with its charter powers and the requirements
of Section 65867 of the Development Agreement Act, the Enabling Ordinance and the
Procedures Resolution. Based on these findings and determinations, the Planning Commission
adopted Resolution No. PC96-82 recommending to the City Council the approval of the
Agreement.

2.2.2. City Council Action. On September 27, 1996, as required by Sec-
tion 65867 of the Development Agreement Act and Section 3.1 of the Procedures Resolution,
the City Clerk of the City caused public notice to be given of the City Council’s intention to
consider adoption of this Agreement. On October 8, 1996, as required by Section 65867 of
the Development Agreement Act and Section 3.2 of the Procedures Resolution, the City
Council held a public hearing on the Agreement. On October 8, 1996, an approving ordinance
was introduced for adoption by the City Council. On October 8, 1996, the City Council, after
considering the fact that the FEIR was previously certified for the Project, and considering the
FEIR Addendum, found and determined that: (1) the FEIR and the FEIR Addendum complied
with all requirements of CEQA; (2) since initial certification of the FEIR and as analyzed in
the FEIR Addendum, no substantial changes have occurred and no new information has
become available which would require additional environmental review in connection with
approval of the Agreement; (3) the Agreement is within the scope of the FEIR and the FEIR
Addendum, and was contemplated therein as part of the Project; (4) the Agreement is
consistent with the City’s General Plan and with the Specific Plan; (5) the Agreement is
compatible with the uses authorized in and regulations prescribed in the Disneyland Resort
Specific Plan and the Anaheim Resort Specific Plan (as of the Effective Date); (6) the Agreement is compatible with the orderly development of property in the surrounding area; (7) the Agreement will have an overall positive effect on the health, safety and welfare of the residents of and visitors to the City; (8) the Agreement constitutes a lawful, present exercise of the City’s police power and authority under the Development Agreement Act, the Enabling Ordinance and the Procedures Resolution; and (9) the Agreement is entered into pursuant to and in compliance with its charter powers and the requirements of Section 65867 of the Development Agreement Act, the Enabling Ordinance and the Procedures Resolution. On October 22, 1996, the approving ordinance was read for a second time and was adopted by the City Council. The City Council on October 22, after conducting a duly-noticed public hearing, adopted Ordinance No. 5581, to become effective thirty days after adoption of this Agreement, found that its provisions are consistent with the General Plan and the Specific Plan, and authorized the execution of this Agreement.

2.3. Purpose of this Agreement.

2.3.1. Disney Objectives. In accordance with the legislative findings set forth in the Development Agreement Act, and with full recognition of the City’s policy of judicious restraints on its police powers, Disney wishes to obtain reasonable assurances that the Project may be developed in accordance with the Applicable Rules subject to the terms of this Agreement and the City’s Reserved Powers. In the absence of this Agreement, Disney would have no assurance that it can complete the Project for the uses and to the density and intensity of development set forth in this Agreement. This Agreement, therefore, is necessary to assure Disney that the Project will not be (i) reduced in density, intensity or use, or (ii) subjected to
new rules, regulations, ordinances or official policies or delays which are not permitted by this Agreement or the Reserved Powers.

2.3.2. Mutual Objectives. Development of the Project in accordance with this Agreement will provide for the orderly development of the Project in accordance with the objectives set forth in the General Plan and the Specific Plan. Moreover, a development agreement for the Project will eliminate uncertainty in planning for and securing orderly development of the Project, assure installation of necessary improvements, assure attainment of maximum efficient resource utilization within the City at the least economic cost to its citizens and otherwise achieve the goals and purposes for which the Development Agreement Act was enacted. The Parties believe that such orderly development of the Project will provide many public benefits to the City through the imposition of development standards and requirements under the provisions and conditions of this Agreement, including without limitation: increased tax revenues, installation of on-site and off-site improvements, and job creation. Additionally, although development of the Project in accordance with this Agreement will restrain the City’s land use or other relevant police powers, the Agreement provides the City with sufficient reserved powers during the Term hereof to remain responsible and accountable to its residents. In exchange for these and other benefits to the City, Disney will receive assurance that the Project may be developed during the Term of this Agreement in accordance with the Applicable Rules and Reserved Powers and subject to the terms and conditions of this Agreement.
2.4. **Applicability of the Agreement.** This Agreement does not: (1) grant density, intensity or uses in excess of that otherwise established in the Applicable Rules; (2) eliminate future Discretionary Actions otherwise required; (3) guarantee that Disney will receive any profits from the Project; or (4) amend the City’s General Plan. This Agreement has a fixed Term. Furthermore, in any subsequent actions applicable to the Disney Property not related to The Disneyland Resort Specific Plan, the City may apply such new rules, regulations, ordinances and officially adopted plans and policies as are then in effect. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be construed or understood to (i) limit the City’s rights to adopt and apply to the Disney Property new rules, regulations, ordinances and officially adopted plans and policies of the City, where those new rules, regulations, ordinances and officially adopted plans and policies do not conflict with the Applicable Rules, or (ii) provide Disney with any vested rights except as affirmatively and expressly stated in this Agreement.

3. **AGREEMENT AND ASSURANCES**

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

3.1.1. **Opening Day Project.** Disney agrees to complete construction of the Opening Day Project on or before the Opening Day in accordance with the terms and conditions of this Agreement and as provided for in any Construction Schedule the Parties may
establish. In connection with the construction of the Opening Day Project, Disney shall comply with all Applicable Rules including without limitation the Project Approvals, Mitigation Measures and the Conditions of Approval. Disney agrees that the City has sufficient legal authority to adopt and to require Disney’s compliance with the Project Approvals including the Mitigation Measures and Conditions of Approval in connection with the Project and Disney agrees that it will not challenge the City’s right to adopt or to require Disney’s compliance with the Project Approvals including the Mitigation Measures and Conditions of Approval; provided, however, nothing herein shall limit or restrict Disney’s right to challenge any interpretation by the City of any Project Approvals including the Mitigation Measures and Conditions of Approval or the way or method the City directs the implementation of such Project Approvals including the Mitigation Measures and Conditions of Approval, provided such challenge shall be brought only through an action for declaratory relief, specific performance, or injunctive relief. An illustrative graphic of the Opening Day Project is attached as Exhibit G, Illustrative Plan. The Illustrative Plan is a graphical representation of a preliminary conceptual design and configuration of the Opening Day Project. Disney may in its discretion, modify the design, configuration, elements and content of the Illustrative Plan in connection with evolution and implementation of the Opening Day Project, consistent with the description of the Opening Day Project (Exhibit F) and the overall resort destination concept reflected in the Illustrative Plan (Exhibit G).

3.1.2. Phasing of Remaining Development. The Parties acknowledge that Disney cannot at this time predict specific phases of additional development, when such phases will occur, or the rate at which additional phases of the Project (beyond the Opening Day
Project) will be developed. Such decisions depend upon numerous factors which are not all within the control of Disney, such as market orientation and demand, interest rates and competition. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development permitted a later adopted initiative to restrict the timing of development and to control the parties' agreement, it is the intent of Disney and the City to hereby acknowledge and provide for the right of Disney to develop the remaining portions of the Project in such order and at such rate and times as Disney deems appropriate within the exercise of its sole and subjective business judgment. The City acknowledges that such a right is consistent with the intent, purpose and understanding of the Parties to this Agreement. Disney will use its best efforts, in accordance with its own business judgment and taking into consideration market conditions and other economic factors influencing its business decision, to commence or to continue development, and to develop the remaining portions of the Project in accordance with the provisions and conditions of this Agreement and with the Applicable Rules and subject to the Reserved Powers.

3.1.3. Right(s)-of-Way Acquisition and Dedication. Disney agrees to make and to cause any Affiliate of Disney to make irrevocable offers to dedicate, at no cost to the City, any Right(s)-of-Way that Disney or an Affiliate of Disney owns as of the Effective Date and which are required to implement any Mitigation Measures or Conditions of Approval. Further, Disney agrees to make and to cause any Affiliate of Disney to make available at no cost to the City, any Right(s)-of-Way that Disney leases as of the Effective Date and which is necessary for the West Street/Disneyland Drive realignment as identified on Exhibit K, West
Street/Disneyland Drive Realignment, attached hereto. In the event Disney has other leased property as of the Effective Date which is required for Right(s)-of-Way, Disney will make irrevocable offers to dedicate such Right(s)-of-Way for implementation of Mitigation Measures or Conditions of Approval or, if not otherwise required by the Mitigation Measures or Conditions of Approval, for the expansion of the Katella Smart Street to an ultimate eight (8) lane capacity to the extent permitted by such leases and the buildout of West Street/Disneyland Drive, Harbor Boulevard and Walnut Street to their General Plan Circulation Element Ultimate width. The Right(s)-of-Way shall be dedicated by Disney to the City when such Right(s)-of-Way are necessary for the construction of any applicable Mitigation Measures or implementation of the required Conditions of Approval or otherwise when reasonably requested by the City. To the extent that Right(s)-of-Way from third parties are required to implement the Mitigation Measures and Conditions of Approval, Disney and the City shall work together in good faith to minimize costs of acquisition. To the extent the terms of any lease affecting any Right(s)-of-Way leased by Disney prohibit a dedication by Disney of Right(s)-of-Way otherwise required to be dedicated by Disney under this Section, Disney hereby waives any rights to compensation that Disney may otherwise have in the event that the City or the Authority acquires any portion of the leasehold interest through exercise of eminent domain. Any exercise of eminent domain by the City is subject to the approval of a Resolution of Necessity, which action remains within the City's sole discretion. This Section 3.1.3 is not in limitation of any other dedication obligation Disney may otherwise have under Applicable Rules or the Finance Agreement.
3.1.4. Employment. Disney agrees to create an Anaheim jobs program and to implement such jobs program throughout the Term. The jobs program shall be designed to communicate notice of job opportunities to Anaheim residents and to recruit Anaheim residents. This jobs program shall include an Anaheim residents jobs bank where all available jobs related to the Project are listed, a listing of job opportunities in local newspapers, and a focused recruitment program targeted to Anaheim residents. Disney shall one hundred and eighty (180) days prior to commencement of operations for the Opening Day Project, submit to the City a jobs program for the Opening Day Project. The City shall within thirty (30) days review the proposed program and submit comments to Disney. Disney shall in good faith take into consideration such comments on the jobs program and makes such revisions to the program as are reasonably appropriate in Disney’s discretion.

3.1.5. Project Quality. The Project shall be comparable in quality to other destination resort projects developed, owned and/or licensed by Disney or The Walt Disney Company as of the Effective Date. The Hotel Rooms constructed as part of the Opening Day Project and the Supplemental Future Hotel Rooms shall be equal to the general quality of the Wilderness Lodge located at The Walt Disney Resort in Florida.

3.1.6. Neighborhood Improvements/Housing. As provided by the Finance Agreement and in connection with the issuance of municipal securities pursuant to the Finance Agreement, the City will receive five million dollars ($5,000,000) to be used by the City for neighborhood improvements/housing in the immediate vicinity of the Anaheim Resort as the City, in its sole discretion, determines appropriate. Payment of such amount pursuant to the Finance Agreement shall be deemed satisfaction of Condition of Approval Number 61.
3.1.7. Landscaping and Lighting District. Disney shall cooperate in, and not contest, the formation of a Landscaping and Lighting District so long as (a) Disney’s obligations under the Landscaping and Lighting District do not take effect unless and until the earlier of (i) issuance of municipal securities by the Authority pursuant to the Finance Agreement or (ii) issuance of municipal securities by the City to fund area-wide improvements for the Anaheim Resort, (b) the burden imposed by such District is based upon the linear footage benefitted, or such other method as agreed to by Disney and the City, and (c) such District includes all privately owned and benefitted properties within the Anaheim Resort. If such a Landscaping and Lighting District is formed, the District will commit to a definite schedule of District-funded maintenance above standard City maintenance. The Anaheim Convention Center may be excluded from the Landscaping and Lighting District provided that the Anaheim Convention Center is owned by the City. If the Anaheim Convention Center is later sold to a private entity or the beneficial ownership of the Convention Center is otherwise effectively transferred to a private party, then, to the extent permitted by applicable law, the Anaheim Convention Center shall become a part of the Landscaping and Lighting District by annexation or otherwise as permitted by law.

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

3.2.1.1. Project Entitlement. Disney has the vested right to develop the Project subject to the terms and conditions of this Agreement, the Applicable Rules and the Reserved Powers.

3.2.1.2. Limited Hotel Entitlement. Notwithstanding the foregoing, Disney’s vested right to develop Future Hotel Rooms, pursuant to this Agreement, shall be limited to a maximum of 1,800 Future Hotel Rooms. This limitation shall not apply to remodeling, renovation, rehabilitation, rebuilding or replacement of Existing Hotel Rooms pursuant to Section 3.2.1.3 below. This Section is not intended to reduce the total number of Hotel Rooms permitted under the Specific Plan, but not vested under this Agreement, and which Hotel Rooms, in excess of the 1,800 Future Hotel Rooms subject to this Agreement, will be subject to the rules, regulations, ordinances and officially adopted plans and policies of the City as in effect from time to time.

3.2.1.3. Right to Rebuild or Replace. Disney’s vested rights under this Agreement shall include, without limitation, the right to remodel, renovate, rehabilitate, rebuild or replace the Project or any portion thereof including without limitation Existing Hotel Rooms and Disneyland throughout the applicable Term for any reason including without limitation, in the event of damage, destruction or obsolescence of the Project or any portion thereof, subject to the Applicable Rules and Reserved Powers. To the extent that all or any portion of the Project is remodeled, renovated, rehabilitated, rebuilt or replaced, Disney may locate that portion of the Project on any Disney Property subject to the requirements of The Disneyland Resort Specific Plan, the Applicable Rules and Reserved Powers. Notwithstanding anything
to the contrary herein, such remodeled, renovated, rehabilitated, rebuilt or replaced Project or portion thereof is not subject, under the terms of this Agreement, to any limitation on Fees. The Project or portions thereof remodeled, renovated, rehabilitated, rebuilt or replaced pursuant to this Section shall be substantially similar in number and kind to the improvements replaced. Notwithstanding the foregoing, Disney reserves the right to protest or object to any Fees charged on any remodeled, renovated, rehabilitated, rebuilt or replaced Project or portion thereof based upon its rights under the then applicable law.

3.2.1.4. C-R Overlay/District A. Nothing in this Agreement shall vest any rights in Disney pursuant to those specific provisions of The Disneyland Resort Specific Plan relating to C-R Overlay (Section 18.78.100) and Land Use and Site Development Standards - District A (Section 18.78.095) or any other provision of The Disneyland Resort Specific Plan which relate to or implement these specific zone designations.

3.2.2. Changes in Applicable Rules.

3.2.2.1. Nonapplication of Changes in Applicable Rules. Any change in, or addition to, the Applicable Rules, including, without limitation, any change in any applicable general or specific plan, zoning ordinance or building regulation adopted or becoming effective after the Effective Date, including, without limitation, any such change by means of ordinance, City Charter amendment, initiative, referendum, resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the Mayor, City Council, Planning Commission or City Agency, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project and which would conflict with the Applicable Rules or this Agreement, shall not be applied to the Project
unless such changes represent an exercise of the City’s Reserved Powers or are otherwise expressly allowed by this Agreement.

3.2.2.2. Changes in Uniform Codes. Notwithstanding any provision of this Agreement to the contrary, construction of the Project shall comply with changes occurring from time to time in the Uniform Building Code, Uniform Fire Code and other Uniform Codes pursuant to the Reserved Powers.

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

3.2.2.4. Special Taxes and Assessments. Except with regard to the Landscaping and Lighting District for the Anaheim Resort as provided for in Section 3.1.7, Disney shall have the right, to the extent permitted by law, to protest, oppose and vote against any and all special taxes, assessments, levies, charges and/or fees imposed with respect to any assessment districts, Mello-Roos or community facilities districts, maintenance districts or other similar districts.

3.2.3. Environmental Equivalency. To the extent permitted by law, if Disney cannot acquire Right(s)-of-Way for a Mitigation Measure or Condition of Approval or if
Disney cannot complete a Mitigation Measure or Condition of Approval and the City elects not to acquire such Right(s)-of-Way or to require Disney to complete such Mitigation Measure or Condition of Approval as required and such applicable Mitigation Measure and/or Condition of Approval is not required for the Project to operate, Disney shall be allowed to complete the Project without performing such infeasible Mitigation Measure and/or Condition of Approval so long as Disney pays to the City the agreed-upon cost that Disney would have paid to complete such Mitigation Measure and/or Condition of Approval including the cost of any required property if the property were acquired at fair market value, unless the City specifies another substituted measure which (i) constitutes an environmental equivalent, as defined in Exhibit E, Mitigation Monitoring Program, (ii) has a nexus to the Project, and (iii) does not exceed the cost agreed to by the Parties for the replaced Mitigation Measure and/or Condition of Approval, in which case Disney shall complete or caused to be completed such substituted Mitigation Measure and/or Condition of Approval.

3.2.4. Agreed Changes and Other Reserved Powers. This Agreement shall not preclude application to the Project of rules, regulations, ordinances and officially adopted plans and policies in conflict with the Applicable Rules where such additional rules, regulations, ordinances and officially adopted plans and policies (i) are mutually agreed to in writing by Disney and the City in accordance with the requirements of Section 6.7 of this Agreement or (ii) result from the Reserved Powers.

3.2.5. Subsequent Development Review. The City shall not require Disney to obtain any approvals or permits for the development of the Project in accordance with this Agreement other than those permits or approvals which are required by the Applicable Rules.
or the Reserved Powers. However, any subsequent Discretionary Action initiated by Disney which changes the uses, intensity, density, or building height of the Project, or decreases the lot area, setbacks, yards or parking or other entitlements permitted on the Disney Property pursuant to the Specific Plan or otherwise modifies the Specific Plan shall be subject to the rules, regulations, ordinances and officially adopted plans and policies of the City then in effect. This Agreement shall not apply to any such subsequent Discretionary Actions.

3.2.6. Effective Development Standards. The City agrees that with respect to the Project it is bound to permit development of the Project in accordance with the Specific Plan including without limitation, the uses, intensity and density as provided for in the Specific Plan, subject to the Applicable Rules, Reserved Powers and this Agreement. Moreover, the City hereby agrees that it will not unreasonably withhold or unreasonably condition any Discretionary Action which must be issued by the City in order for the Project to proceed, provided that Disney reasonably and satisfactorily complies with all City-wide standard procedures and policies of the City for processing any such Discretionary Action and pays any applicable Processing Fees and Charges.

3.2.7. Moratoria. In the event an ordinance, resolution or other measure is enacted, whether by action of the City, by initiative, or otherwise, which relates to the rate, amount, timing, sequencing, or phasing of the development or construction of the Project on all or any part of the Disney Property or the implementation or construction of the Mitigation Measures, City agrees that such ordinance, resolution or other measure shall not apply to the Project, Disney Property or this Agreement, unless such changes are adopted pursuant to the City’s exercise of its Reserved Powers or other applicable provision of this Agreement.
3.2.8. **Anaheim Resort Specific Plan.** The City shall in good faith implement the provisions of the Anaheim Resort Specific Plan as it may be amended from time to time. In the event the City considers a modification, adjustment, amendment or other change to the Anaheim Resort Specific Plan, the City shall, in addition to any notices required by applicable law, provide notice to Disney of the potential modification, adjustment, amendment or other change no less than ten (10) days of receipt of application for such action and no less than ten (10) days prior to adopting or approving such modification, adjustment, amendment or other change; provided, however, failure to provide any such notice shall not invalidate such modification, adjustment, amendment or change to the Anaheim Resort Specific Plan. Disney shall have no monetary remedy for failure of City to implement the provisions of the Anaheim Resort Specific Plan or failure to provide any notice pursuant to this Section. Nothing in this Section shall limit the right of the City to amend or modify the Anaheim Resort Specific Plan.

3.2.9. **Standard City Services.** The City agrees to provide generally applicable standard municipal services to the Project upon the same terms as provided elsewhere in the Anaheim Resort; provided, however, the City does not guarantee any particular level of municipal service to Disney or the Disney Property.

3.2.10. **Impact Fees.** Impact Fees imposed by the City with respect to the Opening Day Project and the Supplemental Future Hotel Rooms shall be only those Impact Fees in force and effect as of the Effective Date. Impact Fees imposed by the City on the Opening Day Project and the Supplemental Future Hotel Rooms may not be increased in amount, except to the extent that any Impact Fee is adjusted during the Term, pursuant to its terms in place as of the Effective Date, by a specified price index (i.e., CPI, Dodge, etc.). This
Agreement shall not limit any impact fees, linkage fees, exaction, assessments or fair share charges or other similar fees or charges imposed by other governmental entities and which the City is required to collect or assess pursuant to applicable law (e.g., school district impact fees pursuant to Government Code Section 65995). Notwithstanding any other provision of this Agreement, all Project Elements other than the original construction of the Opening Day Project and the Supplemental Future Hotel Rooms shall be subject to the Impact Fees in force from time to time and are not restricted or limited in any way by this Agreement. The City finds that certain improvements identified in the Mitigation Measures and/or the Conditions of Approval which are to be implemented in connection with the Project were contemplated by the justification studies and/or master plans supporting the Impact Fees or otherwise qualify for credit and that the cost of such improvements exceeds the cost of the applicable Impact Fees. City, therefore, agrees that the installation of improvements identified in the Mitigation Measures or the Conditions of Approval implemented in connection with the Project shall be deemed to satisfy applicable Impact Fees which specifically relate to the type of improvements required by such Mitigation Measures or otherwise required to be paid by Disney pursuant to the Conditions of Approval and Applicable Rules. In addition, the City shall cooperate with Disney at no cost to the City in the implementation of transportation demand actions and measures from the menu of actions and measures set forth in The Disneyland Resort Transportation Demand Management Plan, as required by the FEIR. Subject to the Reserved Powers, the City agrees that so long as Disney conforms to The Disneyland Resort Transportation Demand Management Plan and the Mitigation Monitoring Program No. 0067 with respect to
the Project, the Project will not be subject to any other City imposed transportation demand
management measures during the Term of this Agreement.

3.3. Changes to Disney Property. To the extent permitted by the Development
Agreement Act, Disney shall have the right to incorporate additional property located within
The Disneyland Resort Specific Plan to the existing Disney Property and subject such
additional property to this Agreement, provided that Disney shall (i) provide to the City notice
pursuant to Section 6.14 of this Agreement of the purchase or Lease of the additional property
by Disney or an Affiliate of Disney, and (ii) provide to the City evidence of Disney’s or an
Affiliate of Disney’s ownership or leasehold interest in such additional property.

3.4. Entitlements, Permits and Expediting Inspections. The City and Disney have
agreed on the following provisions to expedite development of the Project:

3.4.1. City Project Coordinator. If jointly agreed to by the Parties in order
to facilitate the expeditious completion of the Opening Day Project, the City will select a City
Project Coordinator for the Opening Day Project. The City Project Coordinator will be the
primary City designee responsible for coordinating all processing of Ministerial Permits and
Approvals and all Discretionary Actions, if any, for the Project. The City Project Coordinator
shall be an Assistant or Deputy City Manager level individual. The City Project Coordinator
shall be permitted to delegate day-to-day oversight to one or more department directors or other
identified assistants of the City Project Coordinator. The City agrees to consult with Disney
as to its proposed selection of the City Project Coordinator and, in good faith, to take into
consideration Disney’s comments regarding the selection; provided that the selection of such
City Project Coordinator shall be made by the City in its sole discretion. The City will

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endeavor to maintain reasonable consistency with respect to the City Project Coordinator assigned to the Project through the completion of the Opening Day Project subject to City employee performance criteria and operational requirements. Disney agrees to assist in the efforts of the City Project Coordinator by promptly providing information reasonably requested by the City or the City Project Coordinator, in order to clarify an application or to otherwise facilitate processing of an application. Disney will pay to the City the costs of the City Project Coordinator, including overhead costs. The City shall invoice Disney monthly for the costs of the City Project Coordinator and Disney will pay such invoices within thirty (30) days of receipt. Disney shall appoint a Disney Project Manager who shall serve as the primary interface with the City Project Coordinator. Disney will endeavor to maintain reasonable consistency with respect to the Disney Project Manager assigned to the Project through completion of the Opening Day Project subject to Disney employee performance criteria and operational requirements.

3.4.2. Processing Fees and Charges. Disney shall pay all Processing Fees and Charges for Ministerial Permits and Approvals and Inspections. Processing Fees and Charges for the original construction of the Opening Day Project and Supplemental Future Hotel Rooms shall be limited to Processing Fees and Charges in effect on the Effective Date; provided, however Processing Fees and Charges for the original construction of the Opening Day Project and Supplemented Future Hotel Rooms shall also include the lesser of (i) all City Council authorized increases in Processing Fees and Charges or (ii) existing Processing Fees and Charges increased by the percentage increase in the Consumer Price Index for Urban Consumers for the Los Angeles-Anaheim-Riverside Region between the Effective Date and the
date on which such Processing Fees and Charges are payable. Processing Fees and Charges for development of the remaining portions of the Project shall be those Processing Fees and Charges in effect on a City-wide basis from time to time in accordance with their terms. In the event that the magnitude of the Project provides opportunities to realize economies of scale with respect to Processing Fees and Charges, the City agrees to work in good faith with Disney to consider alternative fee arrangements; provided, however, that such fee schedule shall at all times cover the costs of services provided by the City including without limitation City overhead costs. Notwithstanding any other provision of this Agreement, this Agreement shall not limit the imposition of Processing Fees and Charges except as limited by this Section and Section 1.7.

3.4.3. Timeframes and Staffing for Processing and Review. The City agrees that expeditious processing of Ministerial Permits and Approvals, Inspections, Discretionary Actions, if any, and any other approvals or actions required for the Project are critical to the implementation of the Project. In recognition of the importance of timely processing and review of Ministerial Permits and Approvals and Inspections, the City agrees to work with Disney to establish guideline time limits for processing and reviewing such Ministerial Permits and Approvals and Inspections as provided for in this Section.

3.4.3.1. Ministerial Permits and Approvals/Inspections; Standard Guidelines; Additional Staffing for Expedited Processing. The City and Disney agree that all requests for Ministerial Permits and Approvals shall be reviewed and/or completed by the City as expeditiously as possible following the submittal of full and complete applications for such Ministerial Permits and Approvals. The City further agrees to expeditiously respond to
requests for Inspections by Disney. Upon the completion of the Construction Schedule as provided for in the Finance Agreement, Disney and the City shall establish guideline time limits for processing Ministerial Permits and Approvals and Discretionary Actions and for response times for Inspections based on use of standard City staffing and consultants. Such guideline time limits shall serve as general objectives for the Parties; provided City shall have no monetary liability or responsibility and shall not be subjected to any monetary damage claim (whether consequential, incidental or otherwise) for any failure to meet such guideline time limits. If the City fails to process Ministerial Permits and Approvals and Discretionary Actions and to respond to requests for Inspections in accordance with such guideline time limits, such performance shall be referred to the City Manager. The City Manager shall review such performance and shall establish a plan in conjunction with the City Project Coordinator and the Disney Project Manager to address any deficiencies. If Disney is not satisfied with the guideline time limits resulting from use of standard City staffing and consultants or the subsequent ability of the City to meet those guideline time limits, the City will, at Disney’s request and expense, hire plan check, inspection and other personnel, or hire additional consultants for such actions, or allocate use of exclusively dedicated staff time, such that the guideline time limits can be achieved. If Disney requests use of third party services or extraordinary staffing, Disney shall pay all costs incurred by City in connection therewith, including overhead costs and all costs of selecting, employing, supervising and reviewing any additional consultants. The City shall consult in good faith with Disney as to any additional consultants to be hired pursuant to this Section provided that the City shall retain the sole discretion as to selection of any such parties. In order to provide the City with advance notice
of upcoming applications for Ministerial Permits and Approvals, Disney shall supply to the City, no later than January 1 of each year, a List of Actions describing the various Ministerial Permits and Approvals which Disney reasonably anticipates will be requested during that year. The List of Actions shall be updated quarterly, unless agreed to sooner by the Parties. Disney will also include on its List of Actions its expected schedule for requested Inspections. To the extent (i) any outside consultants or specially allocated staff performs work on the Project under this Section and Disney reimburses the City for all costs of such consultants or staff as provided above, and (ii) such work replaces work that would have otherwise been performed by standard City staff under normal processing conditions, Disney shall be entitled to a credit for such consultant fees or special staff reimbursement charges against the standard permit fees paid by Disney. Disney agrees that the City may establish an office on the Disney Property and staff such office with plan check personnel and inspection personnel to process Ministerial Permits and Approvals and to provide Inspections for the Project. Disney shall reimburse the City for additional City costs incurred in establishing and operating such office. All reimbursements to the City provided for by this Agreement shall be paid by Disney to the City within thirty (30) days after Disney receives an invoice identifying such reimbursable expenses.

3.4.3.2. Discretionary Actions and Other Permits. The City shall expedite all requests by Disney for conditional use permits, tract maps, lot tie agreements, site plan, lot line adjustments, project permits, encroachment permits, air right lots, street vacations and any other Discretionary Actions requested for the Project, if any. Disney shall supply to the City, no later than January 1 of each year, a List of Actions describing the various Discretionary Actions which Disney reasonably anticipates will be requested during that year.
with respect to the Project. The List of Actions shall be updated quarterly unless agreed to sooner by the Parties. The List of Actions shall be utilized to provide advance notice to the City of all upcoming applications for Discretionary Actions. At Disney's request, the City will retain consultants to assist the City in the review of Discretionary Actions in accordance with the terms and subject to the requirements, including reimbursement of City expenses, set forth in Section 3.4.3.1 above.

3.4.4. Permit/Approval Dispute Resolution. The Parties agree to establish and utilize the dispute resolution proceedings as set forth in this Section 3.4.4 to fairly and expeditiously resolve disputes or questions related to interpretation of the Project Approvals and Ministerial Permits and Approvals during the Term.

3.4.4.1. City Meet and Confer Process. In the event of a dispute or question of interpretation regarding the Project Approvals or Ministerial Permits and Approvals that cannot be resolved by the City Project Coordinator and the Disney Project Manager, upon the request of either Party, the City Project Coordinator and the Disney Project Manager shall meet and confer with the City Manager and the Senior Disney Project Manager or the designee of the City Manager, together with the appropriate third party expert(s) as provided for in Section 3.4.4.2. Such meeting shall occur within two (2) working days following the request for such meeting. If the Parties are unable to resolve such dispute at such meeting, all materials involved in the issue in dispute shall be immediately submitted for the third party expert's review and written report. The third party expert shall prepare a non-binding written report and recommendation and submit such report and recommendation to the City Manager and Senior Disney Project Manager within two (2) additional working days. The City Manager
and the Senior Disney Project Manager shall review the report of the third party expert and again confer on resolving the dispute. Disney shall reimburse to the City invoices of the foregoing third party expert(s) within 30 days of receiving an invoice therefor from the City. In the event that the City Manager and the Senior Disney Project Manager are unable to resolve the dispute or question of interpretation within two (2) additional working days following receipt of such third party expert(s) report, the Parties shall be entitled to such remedies as provided by Section 6.5. Nothing herein expands the authority of the City Manager, if any, to overrule determinations of the City Engineer, Chief Building Inspector, Fire Chief or other City officials as provided by applicable law or City Charter or Code.

3.4.4.2. Third Party Expert Selection. Disney and the City shall annually mutually select three independent third party experts to assist in mediating disputes or questions of interpretation, in the following areas of expertise:

a. A Registered Professional Engineer to mediate any disputes and questions of interpretation related to Uniform Building Codes and Inspections and construction requirements related to development of the Opening Day Project and Mitigation Measures.

b. A professional planner, certified by the AICP to mediate any disputes and questions of interpretation related to Project Approvals, Mitigation Measures, Conditions of Approval or the Zoning Code of the AMC.

c. An expert in fire and life safety code issues to mediate any disputes and questions of interpretation related to fire code requirements contained in or
adopted pursuant to Title 16 of the AMC or to Mitigation Measures or Conditions of Approval related to fire prevention and/or inspection.

d. A licensed civil engineer with substantial experience in public infrastructure construction to mediate any disputes and questions of interpretation related to development and coordination of public improvements.

3.4.5. Environmental Review. The City has conducted extensive environmental review of the Project and has certified the FEIR and Addendum pursuant to the requirements of CEQA. The City intends that Ministerial Permits and Approvals are not actions subject to requirements for further environmental review pursuant to CEQA. Consistent with the provisions of Section 3.2.6, the City further agrees to use its good faith efforts to consult with Disney regarding any Discretionary Actions necessary to the Project to avoid any unnecessary or unreasonable delays due to requirements for additional documentation pursuant to CEQA.

4. ANNUAL REVIEW

4.1. Annual Review. During the Term of this Agreement, Disney shall initiate and the City shall conduct an Annual Review of Disney's compliance with this Agreement. Such Annual Review shall be limited in scope to determining good faith compliance with the provisions of this Agreement as provided in the Development Agreement Act. The Annual Review shall be initiated and conducted in accordance with the Procedures Resolution.

4.2. Termination Or Modification Of Agreement. In the event the City Council determines on the basis of substantial evidence that Disney has not complied in good faith with the terms of this Agreement the City may terminate this Agreement in accordance with the Procedures Resolution. Notwithstanding any provision of the Procedures Resolution, the City
shall not have any right to modify the Agreement without the consent of Disney. There shall be no modifications of this Agreement unless the City Council acts pursuant to Government Code Sections 65867.5 and 65868.

4.3. Reimbursement Of Costs. Disney shall reimburse the City for its actual costs, reasonably and necessarily incurred, to accomplish the required Annual Review in accordance with the Procedures Resolution within thirty (30) days after receipt of invoice from the City.

5. DEFAULT PROVISIONS

5.1. Default By Disney.

5.1.1. Default. In addition to the annual review process set forth in Section 4, in the event Disney does not perform its obligations under this Agreement in a timely manner, the City also shall have those rights and remedies provided for in this Agreement including without limitation Section 6.5; provided that the City’s right to compel specific performance of the obligations of Disney shall be subject to the limitations set forth in Section 5.1.5 of this Agreement; provided, further, the City shall have no right to monetary damages as a result of any failure by Disney to complete construction of any Project Element including without limitation of the Opening Day Project (other than to the extent provided by the Finance Agreement or as a result of Disney’s failure to complete, remove or secure improvements as required by Section 5.1.5 and the City seeks reimbursement of costs incurred in completing, removing or securing such improvements). Nothing in this Section 5.1.1 shall limit (i) the City’s right to terminate this Agreement in accordance with Section 5.1.4 or (ii) those rights and remedies set forth in the Finance Agreement.
5.1.2. Notice Of Default. With respect to a default pursuant to this Agreement, the City, through the Planning Director, shall submit to Disney, by registered or certified mail, return receipt requested, a written notice of default in the manner prescribed in Section 6.14, identifying with specificity those obligations of Disney which have not been performed. Upon receipt of the notice of default, Disney shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) not later than one hundred and twenty (120) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided that Disney shall continuously and diligently pursue such remedy at all times until such default(s) is cured.

5.1.3. Failure To Cure Default Procedure. If after the cure period has elapsed, the Planning Director finds and determines that Disney remains in default and that the City intends to terminate or modify this Agreement, the Director shall make a report to the Planning Commission and then set a public hearing before the Commission in accordance with the notice and hearing requirements of Government Code Sections 65867 and 65868. If after public hearing, the Planning Commission finds and determines, on the basis of substantial evidence, that Disney has not cured the default pursuant to this Section, and that the City shall terminate or modify this Agreement, Disney shall be entitled to appeal that finding and determination to the City Council in accordance with Section 6.3. In the event of a finding and determination that all defaults are cured, there shall be no appeal by any person or entity.

5.1.4. Termination Or Modification Of Agreement. The City may terminate this Agreement, after final determination in accordance with Section 6.3 of the City Council
on the basis of substantial evidence that Disney has not cured its default or, where no appeal is taken, after the expiration of the appeal periods described in Section 6.3. Notwithstanding any provision of the Procedures Resolution, the City shall not have any right to modify this Agreement without the consent of Disney. There shall be no modifications of this Agreement unless the City Council acts pursuant to Government Code Sections 65867.5 and 65868, irrespective of whether an appeal is taken as provided in Section 6.3.

5.1.5. Specific Performance. Except as provided in this Section, the City shall have no right to seek a remedy of specific performance with respect to the Project in the event of an abandonment of the Project (including the failure to complete the Opening Day Project by Opening Day) or with respect to any Project Element in the event of the abandonment of any such Project Element (regardless of whether the Project Element is or is not part of the Opening Day Project). The City’s right to seek specific performance to compel completion of the Project (including the Opening Day Project) or applicable Project Element in the event of such abandonment shall be specifically limited to (i) compelling Disney, at the election of the City in its sole discretion, to complete or demolish any uncompleted improvements located on public property initiated in connection with the Project with the choice of whether to demolish or complete such improvements and the method of such demolition or completion of such improvements to be selected by the City in its sole discretion, and, (ii) compelling Disney, at the election of Disney in its sole discretion, to complete, demolish or make safe and secure any uncompleted improvements located on Disney Property with the choice of whether to demolish, complete or secure such improvements and the method of such demolition, completion and securing such improvements to be selected by Disney in its sole discretion. Nothing in this
Section 5.1.5 shall limit, and notwithstanding any termination of this Agreement, the City shall have the right to enforce all applicable provisions of the Applicable Rules, Uniform Codes and Conditions of Approval for any portion of the Project then or thereafter constructed (e.g., requiring Disney to build sewer laterals required under Applicable Rules to serve a hotel actually completed). In addition, nothing in this Section shall limit or restrict in any way the City's monetary remedies as provided for pursuant to the Finance Agreement.

5.2. Default By The City.

5.2.1. Default and Notice of Default. In the event the City does not accept, process, or render a decision on necessary development permits, entitlements, or other land use or building approvals for the Project as provided in this Agreement upon compliance with the requirements therefor, or as otherwise agreed to by the Parties, or the City otherwise defaults under the provisions of this Agreement, in addition to the dispute resolution process set forth in Section 3.4.4, Disney shall have only those rights and remedies provided in this Agreement, including without limitation Section 6.5 which shall be limited to (i) compelling the specific performance of the City's obligations under this Agreement and (ii) those rights and remedies set forth in the Finance Agreement. With respect to a default by the City pursuant to this Agreement, Disney shall first submit to the City a written notice of default in the manner prescribed in Section 6.14 stating with specificity those obligations of the City which have not been performed. Upon receipt of the notice of default, the City shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) not later than one hundred and twenty (120) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy
such default(s), provided that the City shall continuously and diligently pursue such remedy at all times until such default(s) is cured.

5.2.2. Specific Performance. It is acknowledged by the Parties that the City would not have entered into this Agreement if it were to be liable in damages under or with respect to this Agreement or the application thereof. In addition, the Parties agree that monetary damages are not an adequate remedy for Disney if the City should be determined to be in default under this Agreement. The Parties further agree that specific performance shall be Disney’s only remedy under this Agreement, and Disney may not seek monetary damages in the event of a default by the City under this Agreement. Disney covenants not to sue for or claim any monetary damages for the breach by the City of any provision of this Agreement. Nothing in this Section shall limit or restrict in any way Disney’s remedies as provided for pursuant to the Finance Agreement.

6. GENERAL PROVISIONS

6.1. Effective Date. This Agreement shall be effective upon such date as it is attested by the City Clerk of the City after approval by the City Council and execution by Disney and the Mayor of the City of Anaheim.

6.2. Term.

6.2.1. Basic Term. The Term of this Agreement shall commence on the Effective Date and shall extend for a period of forty (40) years after the Effective Date; provided, however, that all rights under this Agreement with respect to Hotel Rooms shall be limited to twenty (20) years after the Effective Date and all references to Term with respect thereto shall refer to and mean said twenty (20) year period; provided, further, the right to
remodel, rebuild, renovate, rehabilitate or replace 1800 Future Hotel Rooms and any Existing Hotel Rooms in accordance with Section 3.2.1.3 shall be vested for a term of the greater of (i) twenty (20) years or (ii) the term of the Finance Agreement but in any event not in excess of the forty (40) year term of this Agreement, subject to extension of up to two (2) years pursuant to Section 6.4. Following the expiration of the forty-year Term, this Agreement shall terminate and be of no further force and effect. The Term, including the Term for Hotel Rooms, shall be subject to extension extended pursuant to Section 6.4, provided that any such extensions pursuant to Section 6.4 shall not individually or cumulatively exceed two (2) years.

6.2.2. Early Partial Termination of Agreement. The provisions of this Agreement with respect to vesting of Project Elements, other than the vested rights applicable to Disneyland expressly set forth in Section 6.2.4, shall automatically terminate in the event that the Parties fail to enter into the Finance Agreement by December 31, 1996 or such later date as the Parties may mutually establish in writing. The provisions of this Agreement with respect to vesting of Project Elements, other than the vested rights applicable to Disneyland expressly set forth in Section 6.2.4, are further terminable on any other grounds for termination of this Agreement specifically set forth in the Finance Agreement.

6.2.3. Early Full Termination of Agreement. The Agreement is terminable: (i) by mutual written consent of the Parties; (ii) by either Party following an uncured default by the other Party under this Agreement, subject to the procedures and limitations set forth in this Agreement; or (iii) by the City upon the substantially complete abandonment and closure of all Theme Parks on the Disney Property for a continuous period of two (2) years (except to the extent such abandonment and closure is subject to Section 6.4).
6.2.4. Disneyland Continued Vesting Upon Partial Termination. In the event of a partial termination as provided in Section 6.2.2 Disney shall have the vested right to develop Disneyland during the Term subject to the terms and conditions of this Agreement, the Applicable Rules and the Reserved Powers, to the extent set forth on Exhibit C. Further, Disney's vested rights under this Section 6.2.4 shall include, without limitation, the right to remodel, renovate, rehabilitate, rebuild or replace Disneyland during the Term as provided by Section 3.2.1.3., to the extent set forth on Exhibit C.

6.3. Appeals To City Council. Where an appeal by Disney to the City Council from a finding and/or determination of the Planning Director or Planning Commission is created by this Agreement, such appeal shall be taken, if at all, within twenty (20) days after the delivery of notice in accordance with Section 6.14 of such finding and/or determination to Disney. The City Council shall act upon the finding and/or determination of the Planning Director or Planning Commission within eighty (80) days after such delivery of notice in accordance with Section 6.14, or within such additional period as may be agreed upon by the Disney and the Council. The failure of the City Council to act shall not be deemed to be an approval or a denial of the appeal; the matter shall remain pending until final action by the City Council.

6.4. Enforced Delay; Extension Of Time Of Performance. In addition to specific provisions of this Agreement, whenever a period of time, including a reasonable period of time, is designated within which either Party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days during which such Party is prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of causes beyond the reason-
able control of the Party to be excused, including: war; insurrection; strikes; walk-outs; riots; floods; earthquakes; fires; casualties; acts of God; litigation and administrative proceedings against the Project (not including any administrative proceedings contemplated by this Agreement in the normal course of affairs such as the Annual Review); any approval required by the City (not including any period of time normally expected for the processing of such approvals in the ordinary course of affairs); restrictions imposed or mandated by other governmental entities; enactment of conflicting state or federal laws or regulations; judicial decisions; the exercise of the City's Reserved Powers; or similar bases for excused performance which is not within the reasonable control of the Party to be excused (financial inability excepted). This Section shall not be applicable to any proceedings with respect to bankruptcy or receivership initiated by or on behalf of Disney or, if not dismissed within ninety (90) days, by any third Parties against Disney. If written notice of such delay is given to either Party within thirty (30) days of the commencement of such delay, an extension of time for such cause will be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon; in the event no such notice is given, such claim of delay from that cause shall be deemed waived and no extension shall be granted on that basis.

6.5. Legal Action. Subject to the limitation on remedies imposed by this Agreement, either Party may institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation, enforce by specific performance the obligations and rights of the Parties hereto or seek declaratory relief with respect to its rights, obligations or interpretations of this Agreement or pursue other remedies under applicable law.
6.6. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California, and the venue for any legal actions brought by any Party with respect to this Agreement shall be the County of Orange, State of California for state actions and the Central District of California for any federal actions.

6.7. **Amendments.** This Agreement may be amended from time to time by mutual consent in writing of the Parties to this Agreement in accordance with Government Code Section 65868. Any amendment to this Agreement which relates to the Term, permitted uses, density or intensity of use, height, or size of buildings, provisions for reservation and dedication of land, conditions, restrictions, and requirements relating to subsequent Discretionary Action, or any conditions or covenants relating to the use of the Disney Property shall require notice and public hearing before the Parties may execute an amendment thereto.

6.8. **Assignment.** The Parties acknowledge and agree that one of the principal inducements to the City in entering into this Agreement is the assurance that the Opening Day Project will continue to bear the "Disney" brand name and that the balance of the Project will be developed in accordance with the quality standards set forth in this Agreement. The Parties further acknowledge and agree that the City is relying upon the existing public image, resources and experience of Disney and its affiliated companies to help assure that the City will receive the anticipated benefits of the Project as expressed in the Statement of Overriding Considerations. Except as provided in this Section 6.8, Disney shall not be entitled to transfer any of the Disney property together with its rights or obligations hereunder without the written consent of the City, which consent may be granted or withheld by the City in its sole discretion.
The City agrees that it will not unreasonably withhold consent to any proposed transfer by Disney of any Disney Property or portion thereof subject to this Agreement, together with the rights granted to and obligations imposed upon such Disney Property pursuant to this Agreement, to a proposed transferee for Hotel use provided that the proposed transferee has a net worth of at least $40,000,000 at the time of the proposed transfer and the proposed transferee has at least ten (10) years of experience in operating first class hotels (i.e. comparable to Hilton, Sheraton, Marriott, Doubletree).

The City further agrees that Disney may transfer the Disney Property or applicable portion thereof or applicable Project Element therein subject to this Agreement, together with the rights granted to and obligations imposed upon such Disney Property or Project Element pursuant to this Agreement, without the consent of the City in accordance with
the following:

(a) transfers to any corporation, joint venture, limited liability company, partnership, limited partnership, trust, association or other entity where Disney or The Walt Disney Company, retains control of such corporation, joint venture, limited liability company, partnership, limited partnership, trust, association, or other entity;

(b) any business combination or merger whereby The Walt Disney Company is merged into or combined with another corporation, joint venture, limited liability company, partnership, limited partnership, trust, association or other entity;
transfers of the Disney Property (including any portion thereof or any Project Element) which meet the requirements of both (i) and (ii) below; (i) transfer to any entity in connection with which Disney or an Affiliate of Disney leases the transferred Disney Property or Project Element back from such entity for operation by Disney for the Term, or transfers in connection with which Disney or an Affiliate of Disney enters into an agreement to manage or operate the transferred Disney Property or Project Element for the Term, or transfers of a Theme Park in connection with which Disney or an Affiliate of Disney licenses use of the "Disney" brand name and licensed products for the Theme Park for the Term (e.g., Tokyo Disneyland) and (ii) the use of the transferred Disney Property or Project Element is "Disney" branded during the Term and generally marketed under the Disney trademark, tradename or logo; provided, any such transfer described in this subsection (c) shall be permitted without prior City consent only so long as such Disney Property in fact continues to be "Disney" branded as required above; 

d) transfers pursuant to a mortgage, or other financing arrangement with any institutional lender (as hereinafter defined) who acquires Disney's interest in this Agreement pursuant to the exercise of its remedies under such financing arrangement, including without limitation a foreclosure sale, a trustees sale or a judgment of foreclosure and sale through a deed or assignment in lieu of foreclosure or through settlement of any pending foreclosure action; notwithstanding any provision in this Agreement to
the contrary, no institutional lender shall acquire any of Disney’s rights under this Agreement with respect to Theme Parks; "Institutional lender" for the purposes of this subsection (d) shall include national and state chartered banks, savings and loans and thrifts, and other similar institutional entities, including without limitation insurance companies, pension funds, institutional funds, investment banks, real estate investment trusts, trusts, and trust companies.

Further, Disney shall be permitted to transfer without the consent of the City (i) individual timeshare units or interval ownership transfers (provided the transfer will not result in a loss of transient occupancy tax revenues to the City) and (ii) leases, licenses, management agreements, operating contracts and other similar agreements executed in the ordinary course of business by Disney; provided such transfers pursuant to (i) and (ii) above shall not include any rights or obligations pursuant to this Agreement.

For the purposes of this Section, "control" shall be defined as follows:

(i) for transfers of Disney Property representing Theme Parks or any portion thereof, "control" of any corporation shall be deemed to be vested in the person or persons owning more than fifty percent (50%) of such corporation and "control" of a partnership, limited partnership, limited liability company, joint venture, trust, association or other entity shall be deemed to be vested in the person or persons owning more than fifty percent (50%) of the total interests in such partnership, joint venture,
limited partnership, limited liability company, trust, association or other entity; and

(ii) for transfers of all other Disney Property, "control" of any corporation shall be deemed to be vested in the person or persons owning more than fifty percent (50%) of such corporation or owning more than fifty percent (50%) of the voting power of such corporation or, with prior written notice to the City, possessing the actual and on-going ability to manage and control the day-to-day and overall operations of the controlled entity, and "control" of a partnership, limited partnership, limited liability company, joint venture, trust, association or other entity shall be deemed to be vested in the person or persons owning more than fifty percent (50%) of the total interests in such partnership, joint venture, limited partnership, limited liability company, trust, association or other entity, or, with prior written notice to the City, possessing the actual and on-going ability to manage and control the day-to-day and overall operations of the controlled entity.

For purposes of this Section, the term "transfer" means (i) any direct or indirect conveyance, sale, assignment, lease, sublease, license, concession, franchise, gift, hypothecation, mortgage, pledge, encumbrance, or the like, to any person or entity or, (ii) with respect to a controlled entity to whom Disney Property subject to this Agreement has been transferred, the cessation by Disney or The Walt Disney Company of control of the controlled entity.
Because this Agreement is intended to represent an integrated plan, the failure of any successor in interest to perform the obligations assigned to it may result, at the City's option, in a declaration that the Agreement has been breached and an election to terminate this Agreement in its entirety as provided for in Section 5.1, provided that the City has given notice of such default and opportunity to Disney to cure as set forth in Section 5.1 of this Agreement.

At least thirty (30) days prior to any transfer which requires the City's consent or which involves a Theme Park, Disney shall provide written notice to the City describing the nature of the transfer, the identity of the proposed transferee, and the asset proposed to be transferred. In the event of any permitted transfer by Disney, all references in this Agreement to Disney shall thereafter also be deemed to refer to such successor or assign with respect to the interest transferred and, with respect to such transferred interest, the transferee thereof shall execute an express written assumption of the obligations applicable to such interest.

6.9. Covenants. The provisions of this Agreement shall constitute covenants which shall run with the land comprising the Disney Property for the benefit thereof and as a burden thereon, and, subject to the restrictions on transfer as set forth in Section 6.8, the burdens and benefits hereof shall bind and inure to the benefit of all assignees, transferees, and successors to the Parties hereto.

6.10. Implementation.

6.10.1. Processing. Upon satisfactory completion by Disney of all required applications and payment of appropriate Processing Fees and Charges, including the fee for processing this Agreement, the City and Disney shall commence and diligently process all required steps necessary for the implementation of this Agreement and development of the
Project in accordance with the terms of this Agreement. Disney shall, in a timely manner, provide the City with all documents, plans and other information necessary for the City to carry out its processing obligations.

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

6.11. **Relationship Of The Parties.** It is understood and agreed by the Parties hereto that the contractual relationship created between the Parties hereunder is that Disney is an independent party and not an agent of the City. Further, the City and Disney hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing herein or in any document executed in connection herewith shall be construed as making the City and Disney joint venturers or partners.

6.12. **Cooperation in Event of Litigation, Hold Harmless and Insurance.**

6.12.1. **Cooperation In The Event Of Litigation.** In the event of any Litigation instituted by a third party or other governmental entity or official, the Parties hereby agree to affirmatively cooperate in defending said action.

6.12.1.1. **Attorney Fees.** In the event any Litigation should arise, the City shall notify Disney in writing of such Litigation not later than five (5) business days after service upon City and shall transmit to Disney any and all documents (including, without limitation, correspondence and pleadings) received by, or served upon, City in connection with such Litigation. Upon receipt of such notice from the City, Disney shall retain and appoint legal counsel ("Counsel" for purposes of this Section 6.12.1) with respect to the Litigation. The Parties acknowledge that Counsel will appear and represent Disney in connection with such Litigation and such Counsel shall, at the request of the City Attorney, cooperate with the City Attorney, shall prepare drafts, for review by the City Attorney, of all pleadings, motions and other Litigation-related documents, and shall coordinate legal strategy and otherwise
cooperate with City in connection with the Litigation, all at Disney’s cost and expense. Disney shall also pay all filing fees, court costs and similar out-of-pocket expenses required for the City to defend the Litigation. The City Attorney or his designee shall appear on behalf of the City in any such Litigation and shall at all times retain final authority and control over all documents to be filed on the City’s behalf and all actions to be taken by the City with respect to Litigation. Disney shall not be responsible for paying (a) fees or costs of any attorneys hired by the City in connection with such Litigation or (b) any fees, costs, Attorneys’ Fees or expenses resulting from unreasonable actions taken by the City against the written advice of Counsel. The City shall cooperate with Counsel’s defense of the Litigation, and shall make its records (other than documents privileged from disclosure) and personnel available to Counsel as may be reasonably requested by Counsel in connection with the Litigation.

6.12.1.2. Reimbursement of Attorney Fees. Within thirty (30) days after delivery of a final judgement awarding Attorneys’ Fees or costs to a Plaintiff or upon execution of a written settlement agreement by and between the City and a Plaintiff which requires the City to pay Attorneys’ Fees or costs to a Plaintiff, Disney shall pay such Attorneys’ Fees and costs to the Plaintiff as required (except as provided in the penultimate sentence of Section 6.12.1.1). If the City settles any Litigation, in whole or in part, without Disney’s prior written approval, which approval shall not be unreasonably withheld, the City shall have no rights whatsoever under this Agreement for reimbursement of any Attorneys’ Fees incurred in connection with such Litigation.

6.12.1.3. Indemnification. Disney hereby agrees to and shall indemnify, save and hold the City and its elected and appointed representatives, boards, commissions,
officers, agents and employees (collectively, "the City" in this Section 6.12.1.3) harmless from any and all claims, costs, and liability for damages to the extent they result from any Litigation, excluding any legal challenges to the extent based on alleged inadequacies in the General Plan and legal challenges to the Anaheim Resort Specific Plan, Ordinance No. 5379 (Height Ordinance), the Finance Agreement and/or any other rules, regulations, ordinances, plans or policies of general application Citywide. Disney shall cooperate in the defense of Litigation pursuant to this Section 6.12.1 in accordance with Section 6.12.1.1. Notwithstanding any other provision of this Section 6.12.1, the City's sole rights to Attorney Fees for defense of Litigation are as set forth in Sections 6.12.1.1 and 6.12.1.2. Furthermore, the City shall be deemed to have waived its rights under this Section 6.12.1.3 if the City settles any Litigation, in whole or in part, without Disney's prior written approval, which approval shall not be unreasonably withheld. Notwithstanding any provision to the contrary, if the City is indemnified with respect to Litigation pursuant to this Section 6.12.1.3, Disney, as the indemnifying party, shall at all times retain final authority and control over all documents to be filed in such Litigation and all actions to be taken by the City with respect to such Litigation subject to the City's review and approval thereof which approval shall not be unreasonably withheld. Nothing in this Section shall be construed to mean that Disney shall hold the City harmless and/or defend it to the extent that such claims, costs or liability arise from, or are alleged to have arisen from, the negligent acts, or negligent failure to act, on the part of the City.

6.12.1.4. Joint Defense. It is understood and agreed that the Counsel shall represent Disney and that the City shall not be considered the client of Counsel, nor
Disney the client of the City Attorney. Both Disney and the City understand that the requirements of cooperation contained in this Agreement apply only as to matters reasonably necessary for the accomplishment of the defense of the Litigation and shared information is intended to be, and must be, kept confidential.

6.12.2. Disney Hold Harmless. Disney hereby agrees to and shall indemnify, save, hold harmless and defend the City, and its elected and appointed representatives, boards, commissions, officers, agents, and employees (collectively, "the City" in this Section), from any and all claims, costs, and liability for any damages, personal injury or death which may arise, directly or indirectly, from Disney or Disney's contractors, subcontractors, agents, or employees' operations, acts or omissions in connection with the construction and operation of the Project, whether such operations, acts or omissions be by Disney or any of Disney's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Disney or any of Disney's contractors or subcontractors. Nothing in this Section shall be construed to mean that Disney shall hold the City harmless and/or defend it to the extent that such claims, costs or liability arise from, or are alleged to have arisen from, the negligent acts, or negligent failure to act, on the part of the City. City agrees that it shall fully cooperate with Disney in the defense of any matter in which Disney is defending and/or holding the City harmless.

6.12.3. Insurance. Without limiting its obligation to hold the City harmless, Disney shall provide and maintain at its own expense, at all times during the forty (40) year Term the following program of insurance concerning its operations hereunder. The insurance shall be placed (i) with California-admitted insurers that carry Best's or equivalent rating equal
to the lesser of A+X as to property insurance and an A-X rating as to all other insurance or
(ii) with the same insurers which are then insuring the Disneyland Theme Park, provided,
however, that in no event shall the insurer have a Best’s or equivalent rating of less than B+X.
The program of insurance provided shall specifically identify this Agreement and shall contain
express conditions that the City is to be given written notice at least thirty (30) days prior to
any modification or termination of coverage. Such insurance shall be primary to and not
contributing with any insurance or self-insurance maintained by the City, shall name the City
as an additional insured, shall be written on a comprehensive or commercial general liability
insurance form, and shall include coverage for, but not limited to, Completed Operations,
Premises/Project Site Operations, Products/Completed Operations, Contractual, Independent
Contractors Broad Form Property Damage, and Personal Injury, with a per occurrence limit of
not less than fifty million ($50,000,000) written on an occurrence basis. From time to time,
but not more often than once every two (2) years, Disney shall increase the coverage limits of
the insurance required under this Section if so directed by the City after a determination by the
City that such an increase is justified using customary and reasonable risk management
methods and principles. So long as Disney’s financial condition does not materially and
adversely deteriorate such that it would impair Disney’s ability to provide the requisite levels
of insurance, upon written disclosure to City, Disney shall have the right to self-insure all
coverages provided in this Section 6.12.3, provided that in the event of self-insurance the City
shall have all remedies and presumptions provided under law for a named additional insured
as if Disney acting in its capacity as self-insurer were an insurance company. For any
construction work which Disney performs on behalf of the City, Disney shall secure and
maintain such insurance as would typically be required of a construction contractor, including, but not limited to, builder's risk insurance in the full amount of the subject improvements, workers' compensation insurance as required by law, and employer's liability coverage in an amount not less than ten million dollars ($10,000,000) per accident/injury/illness. The details of such construction-related insurance coverage shall be set forth in the separate agreements governing such work.

6.12.4. Continuing Obligations. This Section 6.12 shall survive termination of this Agreement.

6.13. Tentative Maps. Pursuant to California Government Code Section 66452.6(a), the duration of tentative maps filed subsequent to the Effective Date for the Disney Property in connection with the Project shall automatically be extended for the Term of this Agreement.

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

Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the City:

Planning Director
City of Anaheim
200 South Anaheim Blvd.
Anaheim, California 92803

with copies to:

City Attorney, City of Anaheim
City of Anaheim
200 South Anaheim Blvd., Suite 356
Anaheim, California 92803

If to Disney:

Walt Disney World Co.
Attn: President, The Disneyland Resort
Team Disney Building
700 Ball Road
Anaheim, California 92803

with copies to:

General Counsel
Disneyland
700 Ball Road
Anaheim, California 92803

Walt Disney World Co.
1375 Buena Vista Drive
Lake Buena Vista, Florida 32830
Attn: Executive Vice President
and General Counsel

6.15. Recordation. As provided in Government Code Section 65868.5, the City Clerk of Anaheim shall record a copy of this Agreement with the Registrar-Recorder of Orange County within ten (10) days following its execution by both Parties. To the extent that Disney Property consists of property Leased to Disney, this Agreement shall encumber only the leasehold interest and shall not constitute an encumbrance upon the estate in fee. Disney shall provide the City Clerk with the fees for such recording prior to or at the time of such recording.

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

6.17. Successors And Assignees. Subject to the limitations on transfer set forth in Section 6.8 of this Agreement, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties, and their respective successors, assignees and transferees.

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

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

6.20. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought and such waiver refers expressly to this Section. No waiver of any right or remedy in respect of any occurrence or event shall be deemed a waiver of any right or remedy in respect of any other occurrence or event.

6.21. No Third Party Beneficiaries. The only Parties to this Agreement are the City and Disney. There are no third party beneficiaries and this Agreement is not intended, and shall not be construed to benefit or be enforceable by any other person whatsoever.
6.22. **Expedited Processing.** Disney and the City agree to cooperate in the expedited processing of any legal action seeking specific performance, declaratory relief or injunctive relief, to set court dates at the earliest practicable date(s) and not cause delay in the prosecution/defense of the action, provided such cooperation shall not require any Party to waive any rights.

6.23. **Requests for Payment.** With respect to any requests by the City for payment of amounts due under this Agreement Disney retains its rights to review any invoices or requests for payments submitted by the City pursuant to this Agreement. Disney shall review and reasonably approve such invoices or requests for payment or shall identify any disputed amounts within twenty (20) days after receipt. At Disney’s request the City shall provide Disney with reasonable information or back-up material supporting such invoices or requests for payment. Disney shall have a right, at Disney’s expense, to audit City books and records in connection with such invoices or requests for payment at City’s offices, with reasonable notice, during business hours. In the event of any disputed invoices or requests for payment, Disney shall timely pay all amounts not disputed and the Disney Project Manager and City Project Coordinator shall expeditiously meet and confer to resolve any such dispute. If the Parties are unable to resolve such dispute, the City Manager and the Senior Disney Project Manager shall expeditiously meet and confer to resolve any such dispute. In the event that the City Manager and the Senior Disney Project Manager are unable to resolve the dispute, the Parties shall be entitled to such remedies as provided by Section 6.5.

6.24. **Entire Agreement.** This Agreement and the documents, agreements and exhibits referenced herein or attached hereto set forth and contain the entire understandings and
agreements of the Parties and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein and no testimony or evidence of any such representations, understandings, or covenants shall be admissible in any proceedings of any kind or nature to interpret or determine the provisions or conditions of this Agreement.

6.25. Legal Advice; Neutral Interpretation; Headings, and Table Of Contents. Each Party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any Party based upon any attribution to such Party as the source of the language in question. The headings and table of contents used in this Agreement are for the convenience of reference only and shall not be used in construing this Agreement.

6.26. Counterparts. This Agreement is executed in 6 duplicate originals, each of which is deemed to be an original. This Agreement, not counting the Cover Page, Table of Contents, consists of 69 pages and 12 Exhibits which constitute the entire understanding and agreement of the Parties. The Exhibits are identified in the List of Exhibits, which is contained in the Table of Contents of this Agreement.
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

"City"

CITY OF ANAHEIM, a municipal corporation of the State of California

By: ____________________________
Name: Tom Daly
Title: Mayor

APPROVED AS TO FORM:

Jack White, City Attorney

By: ____________________________
Name: ____________________________
Title: City Attorney
DATE:

ATTEST:

_____________________________, City Clerk

By: ____________________________
Name: ____________________________
Title: ____________________________
DATE:

"Disney"

WALT DISNEY WORLD CO., a Delaware Corporation

By: ____________________________
Name: Paul Pressler
Title: President
Disneyland Resort

APPROVED AS TO FORM:

Counsel to Disney

By: ____________________________
Name: Felicia Altmeyer
Title: Vice President - Legal
The Walt Disney Company
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

"City"

CITY OF ANAHEIM, a municipal corporation of the State of California

By: _____________________________
Name: Tom Daly
Title: Mayor

APPROVED AS TO FORM:

Jack White, City Attorney

By: _____________________________
Name: ___________________________
Title: City Attorney
DATE: ____________________________

ATTEST:

_____________________________, City Clerk

ALABAMA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Orange

On __/__/____, before me, ________________, Notary Public, personally appeared ____________________, and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

______________________________, Notary Public

OPTIONAL SECTION

COST OF ACKNOWLEDGMENT

THROUGH STATE LAW:

THROUGH STATE LAW:

THROUGH STATE LAW:

THROUGH STATE LAW:

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Disneyland Resort

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

©1993 NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 91309-7184
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the
date first written above.

"City"

CITY OF ANAHEIM, a municipal corporation of the State of California

By: ____________________________
Name: Tom Daly
Title: Mayor

APPROVED AS TO FORM:

Jack White, City Attorney
By: ____________________________
Name:
Title: City Attorney
DATE:

ATTEST:

_______________, City Clerk

By: ____________________________
Name:
Title:
DATE:

"Disney"

WALT DISNEY WORLD CO., a
Delaware Corporation

By: ____________________________
Name: Paul Pressler
Title: President
Disneyland Resort

APPROVED AS TO FORM:

Counsel to Disney

By: ____________________________
Name: Felicia Alteneyer
Title: Vice President - Legal
The Walt Disney Company
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

"City"

CITY OF ANAHEIM, a municipal corporation of the State of California

By: Tom Daly
Name: Tom Daly
Title: Mayor

APPROVED AS TO FORM:

Jack White, City Attorney
By: 
Name: 
Title: City Attorney
DATE:

ATTEST:

City Clerk
By: 
Name: 
Title: 
DATE:

"Disney"

WALT DISNEY WORLD CO., a Delaware Corporation

By: 
Name: Paul Pressler
Title: President
Disneyland Resort

APPROVED AS TO FORM:

Counsel to Disney

By: 
Name: Felicia Altmeyer
Title: Vice President - Legal
The Walt Disney Company
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA  
COUNTY OF ORANGE  

On November 22, 1996, before me, Sandra L. McNeff, (Name and Title of Officer)

personally appeared, 

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

WITNESS my hand and official seal.

SANDRA L. MCNEFF  
COMM. # 1105174  
Notary Public — California  
ORANGE COUNTY  
My Comm. Expires MAR 15, 1999  

Signature Of Notary

OPTIONAL

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

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<th>CAPACITY CLAIMED BY SIGNER</th>
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Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above
EXHIBIT A

Conditions of Approval

The Conditions of Approval enclosed were adopted by Resolution No. 96R-177.
ATTACHMENT "1"

AMENDED AND RESTATED CONDITIONS OF APPROVAL

The conditions of approval include all mitigation measures and project design features included as part of Modified Mitigation Monitoring Program No. 0067 (as modified on October 8, 1996) for this project (as required by Section 21081.6 of the Public Resources Code). For purposes of these conditions of approval, the following terms are used:


b. Property Owner/Developer: Any owner or developer of real property within The Disneyland Resort Specific Plan Area, including the C-R Overlay Area and District A.

c. Disneyland Resort: The Disneyland Resort, including a second gated theme park, modifications to the Disneyland Hotel, a new Disneyland Administration Building, new hotels, entertainment areas, internal transportation systems, and public parking facilities in the Parking, Theme Park and Hotel Districts, and the South Parking Area in the Future Expansion District. None of the conditions of approval contained herein shall be required to be implemented prior to issuance of any permits for or construction of new structures, improvements, or other modifications within the existing Disneyland Theme Park.

d. Second Theme Park: A gated theme park planned south of the existing Disneyland Theme Park.

ELECTRICAL

1. That prior to issuance of each building permit, unless records indicate previous payment, a fee for street lighting purposes shall be paid to the City of Anaheim based on the length of street frontage in an amount as established by City Council resolution with credit against the fee given for City authorized improvements installed by the property owner/developer.

2. That pedestrian walkway lighting plans in the public right-of-way shall be reviewed and approved by the Public Utilities Department, Electrical Services Division and the Police Department prior to installation.

3. That prior to the approval of each tentative tract or parcel map, or issuance of each building permit, whichever occurs first, Public Utility Easements (PUE's) will be recorded and/or abandonment of PUE's will be processed to the satisfaction of the Public Utilities Department for the following circumstances:
A. As a result of increases in right-of-way, where electrical and communication facilities are located adjacent to the existing right-of-way, the facilities shall be either located within the new right-of-way or relocated to new adjacent areas, requiring a PUE.

B. The undergrounding of power and communication lines along the major streets will result in the need to obtain PUE's for placement of pad mounted equipment, and related facilities required as a result of the overhead to underground conversion work.

C. Alterations to existing private buildings and/or construction of new structures (buildings, signs, landscaping elements, etc.) may require relocation of existing electrical and/or communication facilities. This will require abandonment of existing PUE's and recodneration of new PUE's to accommodate the relocation.

4. A. That the roadway lighting of all public streets shall be designed in accordance with the Anaheim Resort Identity Program and associated construction specifications.

B. Private streets within The Disneyland Resort Specific Plan Area, with the exception of those within the Hotel and Theme Park Districts, shall have street lights designed and installed in accordance with the Anaheim Resort Identity Program.

C. That the property owner/developer shall pay or cause to be paid all costs associated with replacing the existing City street light system within the public right-of-way adjacent to or within the Disneyland Resort Specific Plan Area with street lights designed in accordance with the Anaheim Resort Identity Program.

ENGINEERING

5. That the following street design elements shall be shown on each tentative tract or parcel map:

A. Street cross-sections, including dimensions, labels, Circulation Element designation (i.e., Resort Secondary) and whether public or private.

B. Street grades and vertical alignment; and,

C. Horizontal alignment, including centerline radii, and cul-de-sac radii.
6. That prior to the approval of each final tract or parcel map, vehicular access rights to all public streets adjacent to subject tract or parcel, except at approved access points, shall be released and relinquished to the City of Anaheim.

7. That prior to approval of each street improvement plan, the following shall be provided (for a one (1) year maintenance period) in a manner acceptable to the City Engineer:

   A. Public Realm Parkway and median island landscaping and irrigation maintenance.

   B. Provision for the replacement of any tree planted in accordance with landscaping plans in a timely manner in the event that it is removed, damaged, diseased and/or dead.

8. That prior to issuance of each grading permit, a rough or precise grading plan prepared by a registered Civil Engineer shall be submitted to the City Engineer for review and approval.

9. That all storm drain, sewer and street improvement plans shall be designed and improvements constructed to the satisfaction of the City Engineer.

FIRE

10. That prior to the approval of each Final Site Plan and prior to the issuance of each building permit, plans shall be reviewed and approved by the Fire Department as being in conformance with the Uniform Fire Code.

11. That prior to the placement of building materials on a building site, an all-weather road/driving surface shall be provided from the roadway system to and on the construction site and to fire hydrants at all times, as required by the Fire Department. Such routes shall be paved or, subject to the approval of the Fire Department, shall otherwise provide adequate emergency access. Every building constructed must be accessible to Fire Department apparatus. The width and radius of the driving surface must meet the requirements of Section 10.204 of the Uniform Fire Code as adopted by the City of Anaheim.

12. That all lockable pedestrian and/or vehicular access gates shall be equipped with "knox box" devices as required and approved by the Fire Department.
13. That prior to the approval of on-site water plans, unless each commercial building is initially connected to separate fire services, an unsubordinated covenant satisfactory to the City Attorney's Office shall be recorded prohibiting any individual sale of buildings until separate fire services are installed in the building(s) subject to the sale.

14. Combined with Condition No. 11

15. Combined with Condition No. 11

LANDSCAPING

16. That excluding the Disneyland Administration Building, within 120 days following the issuance of the first building permit for Phase II, the applicant shall commence installation of roadway improvements, infrastructure improvements and parkway landscaping and install parkway trees within the Walnut Street Public Realm from Ball Road to Katella Avenue in accordance with the requirements of Section 5.0 "Design Plan" of the Specific Plan document. Applicant shall diligently proceed with such improvements and shall maintain said landscaping through the duration of the construction.

17. That root and sidewalk barriers shall be provided for trees (with the exception of palm trees) within seven feet of public sidewalks, unless determined unnecessary by the City Engineer.

18. That all trees planted in the Public Realm shall be planted in accordance with the standard City Tree Planting Detail.

19. That with the exception of landscaped areas in the theme parks, prior to final building and zoning inspections, a licensed landscape architect shall certify to the Planning Department that all landscaping has been installed in accordance with landscaping plans approved by the City and on file with the Building Division of the Planning Department.

20. That on-site non-Public Realm landscaping and irrigation systems and Public Realm landscaping and irrigation systems, within area in which dedication has not been accepted by the City, shall be maintained by the property owner/developer in compliance with City standards.

21. That any tree planted within the Setback Realm shall be replaced in a timely manner in the event that it is removed, damaged, diseased and/or dead.

22. That a licensed arborist shall be responsible for all tree trimming within the Setback Realm.
23. That prior to the commencement of construction activity, the property owner/developer shall install and maintain specially designed construction barriers at the construction project perimeter areas. The construction sound barriers shall be a minimum height of 8' with a minimum surface weight of 1.25 lbs per square foot or a minimum Sound Transmission Class Rating (STC) of 25. The structure shall be a continuous barrier. Gates and other entry doors shall be constructed with suitable mullions, astragals, seals, or other design techniques to minimize sound leakage when in the closed position. Access doors should be self closing where feasible. Vision ports are permissible providing they are filled with an acceptable solid vision product.

24. That sweeping operations in the parking facilities and private streets or on-site roadways shall be performed utilizing sweeping/scrubbing equipment which operate at a sound level measured not greater than 60 dBA at the nearest adjacent property line.

25. That pressure washing operations for purposes of building repair and maintenance due to graffiti or other aesthetical considerations shall be limited to daytime hours of operation between 7:00 a.m. and 8:00 p.m.

26. That the property owner/developer shall pay all reasonable costs associated with noise monitoring which shall include monitoring conducted by a certified acoustical engineer under the direction of the Planning Department to ensure that the Disneyland Resort, including the South Parking Area, ongoing operations do not exceed 60 dBA at any point on the exterior project boundary property line between the hours of 7:00 p.m. and 7:00 a.m. of the following day. During the first five (5) years of operation of the Second Theme Park, said noise monitoring shall be conducted four times a year on a random basis for a three-day period; and, if the monitoring finds that the 60 dBA threshold is being exceeded, modifications to the ongoing operations shall be commenced immediately to bring the sound level below the 60 dBA requirement, with additional follow-up monitoring conducted to confirm compliance. If a complaint is received by the City, additional noise monitoring shall be conducted at the discretion of the City; and if the monitoring finds that the 60 dBA threshold is being exceeded, modifications to ongoing operations shall be commenced immediately to bring the sound level below the 60 dBA requirement, with additional follow-up monitoring conducted to confirm compliance. If the Disneyland Resort is in compliance during the first five years, then the frequency of monitoring shall be semi-annually thereafter.
PLANNING-RELATED

27. That no development shall occur unless such development is substantially in accordance with the amended Disneyland Resort Specific Plan No. 92-1 document on file with the Planning Department and marked Exhibit A, Amendment No. 3.

28. That the aesthetic concepts related to The Disneyland Resort Specific Plan for improvements along the I-5 shall be coordinated with plans for the Anaheim Resort area and the Anaheim Center Master Plan.

29. That all Final Site Plans shall be prepared in conformance with the Anaheim Resort Specific Plan Final Site Plan Pre-File submittal requirements on file with the Zoning Division of the Planning Department. Prior to issuance of building permits, construction plans shall be in substantial conformance with said Final Site Plans.

30. That prior to issuance of building permits, unless records indicate previous payment, a fee for street tree purposes shall be paid or caused to be paid to the City of Anaheim based on the length of street frontage in an amount as established by City Council resolution with credit against the fee given for City authorized improvements installed by the property owner/developer.

31. That prior to final building and zoning inspections, all air conditioning facilities and other roof and ground mounted equipment shall be shielded from public view as required by the Specific Plan and the sound buffered to comply with City of Anaheim noise ordinances from any adjacent residential or transient-occupied properties. Such information shall be specifically shown on the plans submitted for building permits.

32. That except within the Theme Park District, prior to final building and zoning inspections, all plumbing or other similar pipes and fixtures located on the exterior of the building shall be fully screened from view of adjacent public rights-of-way and from adjacent properties by architectural devices and/or appropriate building materials; and, further, such information shall be specifically shown on the plans submitted for building permits.

33. That property owner/developer shall be responsible for the removal of any on-site graffiti within 24 hours of its application.

34. That the location and configuration of all lighting fixtures including ground-mounted lighting fixtures utilized to accent buildings, landscape elements, or to illuminate pedestrian areas in the Hotel District, Parking District and development in the CR Overlay Area and in District A, shall be shown on all Final Site Plans. All proposed surface parking area lighting fixtures shall be down-lighted with a maximum height of twelve (12) feet adjacent to any
residential properties. All lighting fixtures shall be shielded to direct lighting toward the area to be illuminated and away from adjacent residential property lines. All lighting fixtures, types and locations shall be identified on the plans submitted for building permits.

35. That in connection with the submittal of Final Site Plans, building elevations shall show that the rear elevations of buildings visible from a 5-foot high viewpoint from off-site areas shall be architecturally accented to portray a finished look.

36. That, in the event a parcel is subdivided and there is a need for common on-site circulation and/or parking, prior to the recording of a subdivision map, an unobstructed covenant providing for reciprocal access and/or parking, as appropriate, approved by the City Traffic and Transportation Manager and the Planning Department and in a form satisfactory to the City Attorney, shall be recorded with the Office of the Orange County Recorder. A copy of the recorded covenant shall then be submitted to the Planning Division of the Planning Department.

37. That no shuttle/bus/vehicular drop-off areas shall be permitted in hotel/motel or vacation resort front setback areas.

38. That with the exception of the Disneyland Administration Building, prior to approval of the first Final Site Plan, issuance of the first building permit or approval of the first tentative tract or parcel map to implement The Disneyland Resort, whichever occurs first, The Walt Disney Company shall submit proof to the City of Anaheim that The Walt Disney Company has entered into an agreement with the Southern California Edison Company with regard to the relocation of the SCE Easement. Said agreement shall be consistent with the provisions of the Disneyland Resort Specific Plan, including the Setback Realm and Private Realm landscape concepts identified in the Section 5, Design Plan, of the Specific Plan document (Exhibit A). Further, said agreement shall specify whether the SCE transmission lanes will be undergrounded or enclosed in a structure.

39. Intentionally deleted in connection with the adoption of Ordinance No. 5377.

POLICE

40. That with the exception of the Theme Park and Parking Districts, which are already addressed in the Specific Plan, prior to approval of each Final Site Plan and prior to issuance of each building permit, the Anaheim Police Department shall review and approve plans for safety, accessibility, crime prevention, and security provisions during both the construction and operative phases.
STREET MAINTENANCE

41. That trash storage areas shall be provided and maintained in a location acceptable to the Department of Maintenance and in accordance with approved plans on file with said Department. Such information shall be specifically shown on the plans submitted for building permits.

TRAFFIC/CIRCULATION

42. That prior to issuance of a building permit for the West Public Parking Structure, plans shall be prepared to the satisfaction of the City Traffic and Transportation Manager showing a minimum of eleven (11) toll lanes and a minimum of 500 vehicle storage capacity prior to the toll booths; and, prior to final building and zoning inspection for the West Public Parking Structure, said toll lanes/storage capacity shall be provided.

43. That prior to approval of a Final Site Plan for the East Public Parking Structure, plans shall be prepared to the satisfaction of the City Traffic and Transportation Manager showing a minimum of fourteen (14) toll lanes and a minimum of 500 vehicle storage capacity prior to the toll booths; and, prior to final building and zoning inspection for the East Public Parking Structure, said toll lanes/storage capacity shall be provided.

44. That gates shall not be installed across any driveway or private street in a manner which may adversely affect vehicular traffic in the adjacent public streets. Installation of any gates shall conform to Engineering Standard Plan No. 402 and shall be subject to the review and approval of the City Traffic and Transportation Manager prior to issuance of a building permit.

45. That prior to approval of each Final Site Plan or issuance of each building permit, whichever occurs first, plans for vehicular and pedestrian circulation shall be submitted to the City Traffic and Transportation Manager for review and approval showing conformance with Section 5.0, "Design Plan" of the Specific Plan document pertaining to parking standards. Subject property shall be developed and maintained in conformance with said plans.

46. That all driveways shall be constructed to the satisfaction of the City Engineer with radius curb returns ranging from eight (8) to thirty-five (35) feet, unless otherwise approved by the City Engineer.

47. That excluding the Disneyland Administration Building, prior to approval of the first Final Site Plan, tentative tract or parcel map, or issuance of a building permit, whichever occurs first, for each District, vehicular access points to the public streets shall be subject to the review and
approval of the City Traffic and Transportation Manager. All access points shall be in substantial conformance with the District Concept Plans in Section 5.0, "Design Plan", of the Specific Plan document.

48. That prior to approval of each Final Site Plan for the Hotel District including the Southwest Parking Area, parking plans shall be submitted to show the location and configuration of hotel employee and guest parking for that site plan. All parking plans shall be subject to the review and approval of the City Traffic and Transportation Manager.

49. Applicable elements of the condition combined with amended Condition No. 58.

50. That prior to Final Site Plan approval for parking structures in the Hotel District, signage plans shall be designed to enhance smooth traffic flows on each level of the parking structure and shall be submitted to the City Traffic and Transportation Manager for review and approval.

51. That any modifications to the restricted setback in Project Design Section 3.3-10, to Walnut Street (e.g., turn restrictions, narrowing of street, etc.) shall be subject to the review and approval of the Planning Commission. All modifications shall be designed and constructed to the satisfaction of the City Engineer.

52. That all engineering requirements of the City of Anaheim, including preparation of improvement plans and installation of all improvements such as curbs and gutters, sidewalks, water facilities, street grading and pavement, sewer and drainage facilities, or other appurtenant work shall be complied with as required by the City Engineer and in accordance with specifications on file in the Office of the City Engineer, as may be modified by the City Engineer; and, that security in the form of a bond, certificate of deposit, letter of credit, completion guarantee, or cash, in an amount and form satisfactory to the City of Anaheim, shall be posted with the City to guarantee the satisfactory completion of said improvements. Said security shall be posted with the City prior to the issuance of a building permit or final map approval, whichever occurs first, to guarantee the installation of the related improvements prior to final building and zoning inspections in accordance with an approved construction phasing plan. These requirements may be modified by a Development Agreement between the City of Anaheim and the applicant with respect to improvements to be implemented by the applicant.

53. That prior to issuance of each building permit, the appropriate Citywide Transportation Impact and Improvement Fee shall be paid to the City of Anaheim in the amount(s) determined by City Council Resolution. Consistent with the Fee Ordinance, fees may be reduced in consideration of
right-of-way dedication and/or Master Plan of Arterial Highway facility construction.

54. That prior to issuance of a building permit, the property owner/developer shall provide proof of their participation in the Anaheim Transportation Network (TMA) and Anaheim Stadium Business Center and coordinated with the I-5 Traffic Management Plan.

55. That a pedestrian bridge over Harbor Boulevard be constructed in Phase III, safe and convenient pedestrian access to/from the east parkway side of Harbor Boulevard shall be provided during construction by the applicant, to the satisfaction of the City Engineer; and, the same shall be provided during construction of the West Street/Disneyland Drive overcrossing between the Hotel District and the Theme Park District to/from the east parkway side of West Street/Disneyland Drive.

56. That ongoing operations for the South Parking Area structure shall provide that it be loaded and emptied to minimize evening noise generation, or other measures acceptable to the City implemented.

57. Intentionally deleted in connection with the adoption of Ordinance No. 5377.

58. A. That prior to the issuance of the first building permit for the Theme Park Central Ticketing Plaza or the approval of a Final Site Plan for the Theme Park District Setback Realm along Harbor Boulevard, the applicant shall submit for review and approval by the City Engineer, a plan showing the location and design of the Theme Park District Drop-off Area, which is to be located on the west side of Harbor Boulevard. Further, that prior to Opening Day of the Second Theme Park, said facility shall be provided by the applicant in accordance with the approved plan.

B. That in Phase III, in the event that the Drop-off Area is proposed to be relocated adjacent or internal to the East Parking Facility, that prior to the approval of a Final Site Plan for the East Parking Facility, the location and design of the drop-off area shall be subject to the review and approval of the City Engineer. Prior to final building and zoning inspections of said facility, the drop-off area shall be provided by the applicant in accordance with the approved plan.

59. That prior to any development associated with uses other than parking within the Future Expansion District, additional environmental review will be required.
WATER

60. That prior to final building and zoning inspections, the water backflow equipment and any other large water system equipment shall be installed to the satisfaction of the Public Utilities Department, Water Utility Division, in either underground vaults or behind the Setback Realm area in a manner fully screened from all public streets and alleys. Such information shall be specifically shown on the plans submitted for Final Site Plan approval and for building permits.

MISCELLANEOUS

61. That the applicant will build or preserve, or cause to be built or preserved, 500 affordable housing units in the City of Anaheim in connection with the development of the Project. The housing units shall be preserved, constructed or under construction prior to the opening of the Second Theme Park. The City shall cooperate with the applicant in securing financing, identifying sites and approving entitlements. The applicant shall consult with the City prior to entering into binding agreements to build or preserve, or cause to be built or preserved, such housing units in the City. The applicant shall give priority to the preservation of existing housing units in deteriorating multi-family areas of the City. The applicant shall give priority to family units of 2 and 3 bedrooms with a goal of 50% of the units to be 2 or more bedrooms.

The applicant shall have discretion to select the particular projects in which it will participate. Affordable housing units required as part of other projects' conditions of approval shall not be eligible for credit. A minimum of 40% of the units shall serve "very low income households" (as defined in Title 25 of the California Administration Code, Section 6926). The remainder of the units will serve "low income households".

62. Intentionally deleted in connection with the adoption of Ordinance No. 5377.

63. That in conjunction with the construction of the East and West Public Parking Facilities, the Hotel parking structures and the South Parking Area Structure, no impact driven piles shall be allowed.

64. Intentionally deleted - no longer applicable.

65. That within thirty (30) days of the City Council’s action, the applicant shall provide the Planning Department with three (3) copies of an amended Specific Plan document reflective of the City Council’s action. Upon the Planning Department’s review and approval of the amended document as being in conformance with the City Council’s action, fifty (50) copies of the final amended document, including one master set suitable for reproduction and one 3.5" diskette
prepared to the Planning Director’s satisfaction including all text and graphics in the document to enable amendments to be made to the document in the future, if necessary, shall be provided by the applicant to the Planning Department.

66. Intentionally deleted (repetitive).

67. That the applicant and/or property owner/developer, as specified in the individual mitigation measures, shall be held responsible for compliance with the mitigation measures and that the applicant shall be responsible for implementation of the project design features identified in Final EIR No. 311 and Addendum and for complying with the Modified Mitigation Monitoring Program No. 0067, in compliance with Section 21081.6 of the Public Resources Code. Furthermore, the applicant and/or property owner/developer, as specified in the individual mitigation measures, and the applicant for project design features, shall be responsible for any direct costs associated with the monitoring and reporting required to ensure implementation of those mitigation measures and project design features identified in Final EIR No. 311 and Addendum that have been incorporated into the Modified Mitigation Monitoring Program No. 0067 (modified on October 8, 1996). The Modified Mitigation Monitoring Program No. 0067, which includes mitigation measures and project design features, is attached and made a part of these conditions of approval.

68. Intentionally deleted - no longer applicable.

69. Intentionally deleted - no longer applicable.

70. Intentionally deleted - no longer applicable.

71. That prior to relocation/construction of the SCE 220kV electrical transmission lines in an aerial configuration, the applicant shall commit to fund or cause to be funded the landscaping improvements within the Public Realm parkway and Setback and Private Realm areas adjacent to the planned SCE 220kV aerial alignment, in accordance with the requirements of Section 5.0, "Design Plan", of the Specific Plan document for the following areas: along the east side of Harbor Boulevard (between Freedman Way and 400 feet north of Katella Avenue); along the north side of Katella Avenue (between 700 feet west of Harbor Boulevard to Walnut Street); and, along the west side of Walnut Street (between Katella Avenue and the existing SCE corridor crossing). The applicant shall diligently proceed with the implementation of these landscaping improvements in conformance with construction staging plans prepared to the satisfaction of the City Engineer, which shall be submitted for review and approval by the City Engineer prior to commencement of the relocation/construction activities.

72. That prior to commencement of Caltrans' improvements for the I-5 Widening Project in Harbor Boulevard and Manchester
Avenue, the existing 10" water main between the southeast corner of the Disneyland Administration Building site and Harbor Boulevard north of Manchester Avenue will be replaced with a new 16" water main to be constructed in Manchester Avenue/Midway Drive between the Harbor/Manchester intersection and the Anaheim Boulevard/Midway Drive intersection.

The applicant shall model and simulate, with a field test acceptable to the City of Anaheim, the effect of this improvement on the current flow conditions for Disneyland back-of-house. If the test results meet City of Anaheim rules and regulations, but, for some other reason, are not acceptable to the applicant, then, the applicant shall propose an additional looped water main acceptable to the City of Anaheim.

If the test results do not meet City of Anaheim rules and regulations, then, the City will cause the necessary changes to be made in compliance with the City’s rules and regulations.

73. Prior to Final Site Plan approval, the Disneyland Resort hotels in the Hotel District will be designed to accommodate airport bus service to and from their hotels and plans showing these areas, accessible to the general public, shall be submitted to the City Engineer for review and approval.

74. Prior to the approval of street improvement plans for the relocation of Cerritos Avenue, plans shall be submitted to the City Engineer for review and approval showing that the street has been designed to minimize through traffic to Walnut Street.

75. That every five years following the opening of the Second Theme Park, the applicant shall submit a parking evaluation to the City Traffic and Transportation Manager for review and approval, to assess the adequacy of parking for The Disneyland Resort project. The parking evaluation shall be paid for by the applicant and shall be prepared to the satisfaction of the City Traffic and Transportation Manager. If the parking evaluation indicates that parking is deficient, then additional parking spaces shall be provided in accordance with the recommendations of the evaluation and in conformance with the Disneyland Resort Specific Plan.
EXHIBIT B

Disney Property
Disney Property
EXHIBIT C

Disneyland
### Disneyland

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Existing &amp; Proposed Development</th>
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</thead>
<tbody>
<tr>
<td>Existing Disneyland</td>
<td>2,600,000 square feet</td>
</tr>
<tr>
<td>Planned Disneyland and Back-of-house Uses</td>
<td>900,000 square feet</td>
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<tr>
<td>Disneyland Parking</td>
<td>19,000 spaces</td>
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<tr>
<td>Administration Building</td>
<td>475,000 square feet</td>
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<tr>
<td>Administration Building Parking</td>
<td>2,300 spaces</td>
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* or in compliance with parking requirements of The Disneyland Resort Specific Plan
EXHIBIT D

Existing Hotel Rooms
## Existing Hotel Rooms

<table>
<thead>
<tr>
<th>Hotel</th>
<th>Rooms</th>
</tr>
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<tbody>
<tr>
<td>Disneyland Hotel</td>
<td>1,136</td>
</tr>
<tr>
<td>Disneyland Pacific Hotel</td>
<td>502</td>
</tr>
</tbody>
</table>

* Approximately 145 of these Existing Hotel Rooms are to be demolished in connection with the Opening Day Project, and may be rebuilt or replaced by Disney in accordance with Section 3.2.1.3 of this Agreement.*
EXHIBIT E

Mitigation Monitoring Program
### MITIGATION MONITORING PROGRAM NO. 0067 AS MODIFIED ON 1996 (INCLUDING PROJECT DESIGN FEATURES) FOR THE DISNEYLAND RESORT SPECIFIC PLAN

<table>
<thead>
<tr>
<th>CEQA Action</th>
<th>Environmental Impact Report No. 311 (Resolution No. 93R-107); EIR Addendum (Resolution No. )</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Description</td>
<td>General Plan Amendment No. 331 and Specific Plan No. 92-1 (including Zoning and Development Standards, Design Guidelines, and a Public Facilities Plan).</td>
</tr>
<tr>
<td>Applicant</td>
<td>The Walt Disney Company, 500 South Buena Vista Street, Burbank, California 91521. Contact: Douglas M. Moreland, Disney Development Company.</td>
</tr>
<tr>
<td>Project Location</td>
<td>The project site is located along the westerly side of Interstate 5 (I-5). Ball Road on the north and Katella Avenue on the south are the major east-west thoroughfares crossing the Specific Plan area. Harbor Boulevard is the main north-south thoroughfare running through the Specific Plan area. I-5 abuts the northeastern edge of the project site.</td>
</tr>
</tbody>
</table>

**Terms and Definitions**

1. Applicant - The Walt Disney Company, its successors and assigns.
2. Property Owner/Developer - Any owner or developer of real property within The Disneyland Resort Specific Plan area, including the C-R Overlay Area and District A.
3. Disneyland Resort - The Disneyland Resort, including a second gated theme park, modifications to the Disneyland Hotel, a new Disneyland Administration Building, new hotels, entertainment areas, internal transportation systems, public parking facilities in the Parking, Theme Park and Hotel Districts, and the South Parking Area in the Future Expansion District. None of the mitigation measures or Disneyland theme park requirements contained herein shall be required to be implemented prior to issuance of any permits for or construction of new structures, improvements, or other modifications within the existing Disneyland theme park.
4. Second Theme Park - A gated theme park planned south of the existing Disneyland theme park.
5. Future Expansion District - The Future Expansion District is a 24.7-acre area south of Katella Avenue which is proposed primarily for development as the South Parking Area (the Future Expansion District includes a one-acre parcel which is governed by the C-R Overlay).
6. Project Design Features (PDFs) - Measures incorporated into The Disneyland Resort project by the applicant with the intent of minimizing potential environmental impacts. The project design features included in this Mitigation Monitoring Program will be implemented as mitigation measures.
7. Environmental Equivalent/Timing - Any Project Design Feature or Mitigation Measure and timing thereof, subject to the approval of the City, which will have the same or superior effect on the environment. The Planning Department, in conjunction with any appropriate agencies or City departments, shall determine the adequacy of any proposed determination of environmental equivalent/timing shall be borne by the applicant.
8. Responsibility for Monitoring - Shall mean that compliance with the subject mitigation measure(s) shall be reviewed and determined adequate by all departments listed for each mitigation measure.
9. Ongoing Mitigation Measures - The mitigation measures that are designated to occur on an ongoing basis as part of this mitigation monitoring program will be monitored in the form of an annual letter from the property owner/developer and/or applicant in January of each year stating how compliance with the subject measure(s) has been achieved. Mitigation Measures are referenced in parentheses mitigation measure/project design feature designated to occur on an ongoing basis are noted with an asterisk ('). When compliance with a monitoring will occur. For mitigation measures/project design features that are to be monitored "Ongoing During Construction", the annual letter will review those mitigation measures/project design features only while construction is occurring; monitoring will be discontinued after construction is complete. A final annual letter will be provided at the close of construction.
THE DISNEYLAND RESORT SPECIFIC PLAN

10. The City recognizes that the certain infrastructure improvements and improvements to service capabilities, as identified in this Mitigation Monitoring Program, will serve not only the applicant but also other property owners/developers in the Specific Plan area, the Anaheim Resort, and the service area, each of which should contribute its allocable share of the cost of these improvements. To implement this requirement as it applies to other property owners/developers in the Specific Plan area, the Anaheim Resort, and the service area, the City shall, and shall make appropriate arrangements with other public agencies, if any, to reimburse the applicant to the extent that its contributions for these improvements exceed the applicant's allocable share of the cost. Such arrangements shall include one or more of the following: (1) creation of integrated financing districts; (2) entry into a reimbursement agreement with the applicant; (3) creation of appropriate community facilities districts, assessment districts and the use of similar public financing districts and/or mechanisms; and (4) creation of such other mechanisms or districts as may be appropriate to provide for the reimbursement of these costs. The determination of the allocable share of improvement costs attributable to the applicant and other property owners/developers, and reimbursement amounts, shall be based on an apportionment of the costs of such improvements and equipment and personnel among property owners/developers, including the applicant, in the Specific Plan area, the Anaheim Resort, or otherwise defined service area, as applicable, depending on the area served.

11. To the extent that this Mitigation Monitoring Program requires the applicant to submit plans for several phases simultaneously, it is understood that such later phase plans may be considered preliminary and may be subject to change. Such preliminary plans for the later phase will not be required to provide the level of detail required for the initial phase plans provided that more detailed plans will be submitted separately at a later time. Nevertheless, such preliminary plans for the later phase shall provide sufficient schematic or descriptive detail to ensure that plans submitted for said later phase shall comply with the provisions of this Mitigation Monitoring Program and shall be consistent with the provisions of the initial phase plans.

12. Timing - This is the point where a mitigation measure/project design feature must be monitored for compliance. In the case where multiple action items are indicated, it is the first point where compliance is associated with the mitigation measure/project design feature must be monitored. Once the initial action item has been completed with, no additional monitoring pursuant to the Mitigation Monitoring Program will occur, as routine City practices and procedures will ensure that the intent of the measure/design feature has been complied with. For example, if the timing is "to be shown on approved building plans" subsequent to issuance of the building permit consistent with the approved plans will be final building and zoning inspections pursuant to the building permit to ensure compliance.

13. Building Permit - For purposes of this Mitigation Monitoring Program, a building permit shall be defined as any permit issued for construction of a new building or structural expansion/modification of any existing building, but shall not include any permits required for interior tenant improvements or minor additions to an existing structure or building.

14. Note: Mitigation Measure No. 3.3-7 and Project Design Feature 3.3-16 were intentionally omitted prior to the June 22, 1993, adoption of Mitigation Monitoring Program No. 0067 per City Council Resolution No. 93R-107.
<table>
<thead>
<tr>
<th>Timing</th>
<th>Measure</th>
<th>Responsible for Monitoring</th>
<th>Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LAND USE-RELATED PLANS AND POLICIES</strong></td>
<td></td>
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</tr>
<tr>
<td>Varies</td>
<td>The applicant shall implement all project design features or their environmental equivalent. The City of Anaheim Planning Department will ensure compliance through the mitigation monitoring process. (3.1-1)</td>
<td>The Planning Department, in conjunction with any appropriate agencies or City Departments, shall determine the adequacy of any proposed environmental equivalent.</td>
<td></td>
</tr>
<tr>
<td>Prior to Issuance of Each Building Permit</td>
<td>Building plans shall be submitted by the property owner/developer and will be reviewed for consistency with the Specific Plan. (3.1-2)</td>
<td>Planning Department, Planning and Building Divisions</td>
<td></td>
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<tr>
<td>Prior to Approval of Each Final Site Plan or Issuance of Each Building Permit, Whichever Occurs First</td>
<td>The proposed project shall be implemented based on the guidelines and standards in The Disneyland Resort Specific Plan, which includes zoning and development standards, design guidelines, and a Public Facilities Plan. All development proposals within The Disneyland Resort Specific Plan area must be consistent with The Disneyland Resort Specific Plan and the City of Anaheim General Plan. (PDF 3.1-1)</td>
<td>Planning Department, Planning Division</td>
<td></td>
</tr>
<tr>
<td><strong>LAND USE COMPATIBILITY</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Varies</td>
<td>The applicant shall implement all project design features or their environmental equivalent. The City of Anaheim Planning Department will ensure compliance through the mitigation monitoring process. (3.2-1)</td>
<td>Refer to Note #7 on page 1.</td>
<td></td>
</tr>
<tr>
<td>Prior to Issuance of Each Building Permit</td>
<td>For parking facilities associated with the Hotel and Parking Districts, the property owner/developer shall submit plans detailing the setbacks for the parking structures and landscaping plans which minimize compatibility impacts of the parking facilities on surrounding areas, consistent with Section 5.8 of the Specific Plan. (3.2-2)</td>
<td>Planning Department, Planning Division</td>
<td></td>
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<tr>
<td>Timing</td>
<td>Measure</td>
<td>Responsible for Monitoring</td>
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<tr>
<td>Prior to Approval of Each Final Site Plan or Issuance of Each Building Permit, Whichever Occurs First</td>
<td>Applicant shall submit documentation that project design features are in compliance with all building setbacks, height standards, landscaping requirements, and design guidelines as specified in Section 7.0 of Appendix B, The Disneyland Resort Specific Plan. (PDF 3.2-1)</td>
<td>Planning Department, Planning Division</td>
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</tr>
<tr>
<td>Varies</td>
<td>The applicant shall implement all project design features or their environmental equivalent. The City of Anaheim Planning Department will ensure compliance through the mitigation monitoring process. (3.3-1).</td>
<td>Refer to Note #7 on page 1.</td>
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<tr>
<td>Prior to Issuance of Each Building Permit</td>
<td>Appropriate traffic signal assessment fees shall be paid by the property owner/developer to the City of Anaheim in amounts determined by the City Council Resolution in effect at the time of issuance of the building permit or credit given for City-authorized improvements. (3.3-2)</td>
<td>Planning Department, Building Division, Public Works Department, Traffic and Transportation Division</td>
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<td>Timing</td>
<td>Measure</td>
<td>Responsible for Monitoring</td>
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| Prior to Approval of the First Final Subdivision Map or Issuance of the First Building Permit (Other Than for Phase I), Whichever Occurs First; Or Pursuant to a Mutually Agreed-Upon Schedule for Dedication and Public Improvements | The property owner/developer shall irrevocably offer for dedication (with subordination of easements), including necessary construction easements, the ultimate rights-of-way (as indicated in the General Plan Circulation Element, as amended per GPA No. 331) for the following arterial highway/street half-sections (where the property owner/developer owns only one side of the ultimate right-of-way) or full-sections (where the property owner/developer owns both sides of the ultimate right-of-way) on or adjacent to parcels under its ownership to the City of Anaheim:  
   a. Katella Avenue (to ultimate 8-lane facility)  
   b. Walnut Street  
   c. West Street/Disneyland Drive  
   d. Ball Road  
   e. Harbor Boulevard  
   f. Freedman Way  
   g. Clementine Street  
   h. Manchester Avenue  
   i. Cerritos Avenue  
   j. Haster Street | Planning Department, Planning Division; Public Works Department, Development Services Division; City Attorney's Office |  
(3.3-3A) |
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<th>Timing</th>
<th>Measure</th>
<th>Responsible for Monitoring</th>
<th>Completion</th>
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<tr>
<td>Within 120 Days of Acquiring Properties Adjacent to Arterial Highways/Street Intersection Half Sections included in (3.3-3A)</td>
<td>If, after the initial dedications, any additional parcels are acquired by the applicant adjacent to the arterial highway/street intersection half-sections included in (3.3-3A), the applicant shall notify the City in writing of said acquisition and the ultimate rights-of-way for said properties shall be irrevocably offered for dedication to the City of Anaheim. (3.3-3B)</td>
<td>Planning Department, Planning Division; Public Works Department, Development Services Division; City Attorney's Office</td>
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</tr>
<tr>
<td>Prior to Issuance of Building Permit for the Disneyland Administration Building; to be implemented prior to final building and zoning inspections for the Disneyland Administration Building</td>
<td>The applicant shall provide a cast guard entrance 150' south of Ball Road at the entrance to the Disneyland Administration Building with three inbound and a minimum of two outbound lanes to minimize queuing onto Ball Road. (3.3-4)</td>
<td>Public Works Department, Traffic and Transportation Division</td>
<td>Completed</td>
</tr>
<tr>
<td>Prior to approval of the First Grading Plan for each phase of the Disneyland Resort</td>
<td>A phasing plan shall be submitted for review and approval to the appropriate City Engineer in Anaheim and/or Garden Grove (for improvements within Garden Grove) demonstrating how the improvements shown in Table 3.3-16, as approved by the City Engineer, will be constructed. (3.3-5)</td>
<td>Public Works Department, Traffic and Transportation Division</td>
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<tr>
<td>Location</td>
<td>Description of Improvement</td>
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<tr>
<td><strong>I. Project Design Features</strong></td>
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<tr>
<td><strong>A. Streets</strong></td>
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<tr>
<td>West Street</td>
<td>Ball Road Overcrossing</td>
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<tr>
<td>West Street (Katella Avenue to Ball Road)</td>
<td>Realignment and reconstruction</td>
<td></td>
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<tr>
<td>Freedman Way (Harbor Boulevard to Clementine Street: Clementine Street to I-5)</td>
<td>Widening</td>
<td></td>
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<tr>
<td>Clementine Street (Freedman Way to Katella Avenue)</td>
<td>Widening</td>
<td></td>
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<tr>
<td>Walnut Street (Adjacent to strawberry field and median from Katella Avenue to Ball Road)</td>
<td>Widening</td>
<td></td>
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<tr>
<td>Cerritos Avenue (Walnut to West)</td>
<td>Realignment and reconstruction</td>
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<tr>
<td><strong>B. Intersections</strong></td>
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<tr>
<td>Ball Road/West Street/Disneyland Drive</td>
<td>Complete redesign</td>
<td></td>
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<tr>
<td>Harbor Boulevard/Freedman Way</td>
<td>Complete redesign</td>
<td></td>
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<tr>
<td>Anaheim Boulevard/Freedman Way</td>
<td>Add 3rd through eastbound and westbound, 2nd left-turn eastbound</td>
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<tr>
<td>Clementine Street/Freedman Way</td>
<td>3rd through eastbound and westbound, left-turn eastbound and westbound, remove right-turn northbound, and left turn southbound, 2nd through northbound and southbound</td>
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<tr>
<td>Walnut Street/Cerritos Avenue (N)</td>
<td>Realign</td>
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<tr>
<td>Walnut Street/Cerritos Avenue (S)</td>
<td>Reconfigure</td>
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<tr>
<td><strong>II. Mitigation Measures</strong></td>
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<tr>
<td><strong>Baseline</strong></td>
<td><strong>Project</strong></td>
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<tr>
<td>Anaheim Boulevard/Ball Road</td>
<td>Add 2nd left-turn northbound, southbound</td>
<td>Add right-turn westbound</td>
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<tr>
<td>Euclid Street/Ball Road</td>
<td>Add 2nd left-turn northbound, southbound</td>
<td>Add 2nd left-turn eastbound, and westbound, remove right-turn eastbound</td>
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<tr>
<td>Harbor Boulevard/Chapman Avenue</td>
<td>Add 2nd left-turn eastbound and westbound, remove right-turn eastbound and westbound</td>
<td>Add 2nd left-turn northbound and southbound, remove right-turn southbound</td>
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<tr>
<td>Walnut Street/Ball Road</td>
<td>Add eastbound through</td>
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<td>Location</td>
<td>Description of Improvement</td>
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<tr>
<td>III. Katella Avenue Smart Street&lt;sup&gt;a&lt;/sup&gt;</td>
<td>Add right-turn westbound</td>
<td></td>
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<tr>
<td>Katella Avenue/West Street/Disneyland Drive</td>
<td>Add 2nd left-turn eastbound, westbound</td>
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<tr>
<td>Euclid Street/Katella Avenue</td>
<td>Add right-turn southbound</td>
<td></td>
<td></td>
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<tr>
<td>Harbor Boulevard/Katella Avenue</td>
<td>Add right-turn eastbound and westbound</td>
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<tr>
<td>Anaheim Blvd./Haster Street/Katella Avenue</td>
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<tr>
<td>IV. I-5 Improvements&lt;sup&gt;b&lt;/sup&gt;</td>
<td>Mixed-flow off-ramp</td>
<td></td>
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<tr>
<td>I-5 Southbound at West Street</td>
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<tr>
<td>V. The Disneyland Administration Building Mitigation Plan&lt;sup&gt;c&lt;/sup&gt;</td>
<td>Add a westbound right-turn lane</td>
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<tr>
<td>Anaheim Boulevard/Ball Road</td>
<td>Restripe/redesign the existing westbound right-turn lane to a shared right-through lane</td>
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<tr>
<td>West Street (N)/Ball Road</td>
<td>Redesign the westbound left-turn lane to provide 150 feet of dual lane storage or 250 feet of single lane storage and the eastbound right-turn lane to provide 250 feet of storage</td>
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<tr>
<td>Ball Road/DLAB Driveway</td>
<td>Redesign the DLAB entrance driveway to provide three inbound lanes and a minimum of two outbound lanes, with its own parking entrance gate at approximately 150 feet south of the intersection</td>
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<tr>
<td>VI. South Parking Area&lt;sup&gt;d&lt;/sup&gt;</td>
<td>South half-width of six lane arterial adjacent to applicant-owned property plus eastbound right-turn only; dual left-turn lanes eastbound and westbound</td>
<td></td>
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<tr>
<td>Clementine Street/Katella Avenue</td>
<td>West half-width of ultimate six lane arterial south of Katella Avenue to the southern property line of the South Parking Area, plus 150 foot right-turn only lane to right-in only driveway at South Parking Area access</td>
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<tr>
<td>Haster Street, south of Katella Avenue</td>
<td>Further improvements, if necessary, to maintain Clementine Street/Katella Avenue intersection at not worse than LOS D shall be constructed to the satisfaction of the City Engineer</td>
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<sup>a</sup> Refer to Section 3.3.3, Project Design Features, for a more detailed description.
<sup>b</sup> Eligible Katella Smart Street improvements are scheduled to be funded from Measure M.
<sup>c</sup> Currently proposed as part of I-5 widening project.
<sup>d</sup> Ultimate right-of-way and improvements details will be coordinated with the applicant and will be set forth in the final improvement plans to the satisfaction of the City Engineer.
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<th>Timing</th>
<th>Measure</th>
<th>Responsible for Monitoring</th>
<th>Completion</th>
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<tr>
<td>In accordance with the timing set forth in the phasing plan</td>
<td>Excluding the Disney Administration Building, relocation of the SCE transmission lines and demolition, but including the South Parking Area, the applicant shall mitigate (through constructing or paying the actual total costs for consultant/contractor services for preliminary and final engineering, soils analysis, right-of-way acquisition, demolition, relocation, construction and inspection, and other related expenses) the traffic impacts of the Disneyland Resort by implementing the improvements identified in Table 3.3-16, as approved by the City Engineer, in accordance with the phasing plan approved by the City Engineer. If the City of Anaheim adopts a traffic impact fee, as discussed in Section 3.3.1.3 of the EIR, funds collected under this program with nexus to these improvements may be used to reimburse the applicant for the portion of the baseline improvements (as identified in Table 3.3-16) which exceed the project share of the improvements. Improvements otherwise funded by public sources prior to approval of the Final Site Plan for each phase will be deleted from project participation. (3.3-6)</td>
<td>Public Works Department, Traffic and Transportation Division</td>
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<td>Timing</td>
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<td>Responsible for Monitoring</td>
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| In accordance with the Approved Phasing Plan | The following improvements are required:  
  - Add eastbound and westbound dual left-turn lanes and an eastbound right-turn lane to the Clementine Street/Katella Avenue intersection, with a storage length of 200 feet accommodating six lanes on Katella Avenue with a 24-foot wide median tapering to 4 feet median nose through the left turn pockets.  
  - Add a southbound right-turn pocket to the right-turn-in-only entrance to the South Parking Area on Haster Street, with a storage length of 150 feet; and, provide west half-width of ultimate six lane arterial south of Katella Avenue to the southern property line of the South Parking Area. (3.3-8) | Public Works Department, Traffic and Transportation Division | |
| In accordance with the Approved Phasing Plan for the Disneyland Administration Building | The following improvements shall be required:  
  - Add a westbound right-turn lane at Anaheim Boulevard/Ball Road.  
  - Restripe existing left-turn lane westbound to provide a minimum of 150 feet of dual lane storage or a minimum of 250 feet of single-lane storage at Ball Road/Disneyland Administration Building driveway.  
  - Provide an eastbound right-turn pocket with 250 feet of storage at Ball Road/Disneyland Administration building driveway.  
  - Redesign the Disneyland Administration Building entrance driveway to provide three inbound and a minimum of two outbound lanes, with its own entrance gate located a minimum of 150 feet south of the intersection at Ball Road/Disneyland Administration Building driveway. (3.3-9) | Public Works Department, Traffic and Transportation Division | Completed |
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<th>Timing</th>
<th>Measure</th>
<th>Responsible for Monitoring</th>
<th>Completion</th>
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</table>
| Prior to demolition of the existing Disneyland parking lot, replacement parking for the existing Disneyland Theme Park parking spaces removed will be constructed; Prior to Final Building and Zoning Inspections for the Second Theme Park, the West Parking Area will be Constructed | **Access Improvements and Public Parking Facilities Included in Project Design (Exhibits 3.2-2 and 3.2-3)**  
**Public Parking Facilities.** New public parking facilities will be constructed at opposite sides of The Disneyland Resort Specific Plan area to receive traffic from the I-5. At Phase II, Code required parking will be provided. At buildout of Phase III, a minimum of 24,500 guest and cast parking spaces will be provided. The West Parking Area will be oriented to receive southbound I-5 traffic, and the parking facilities in the southern areas of the Theme Park and Hotel Districts and/or East Parking Area will be oriented to receive northbound I-5 traffic. (PDF 3.3-1) | Public Works Department, Design Division |           |
| To be Shown on Street Improvement Plans; to be Implemented Prior to Final Building and Zoning Inspections for each the East and West Parking Structures/Facilities | **Improved Access.** Access roads leading up to the parking facilities shall be sized to accommodate traffic at peak hours, thereby substantially reducing the likelihood of backups onto City streets and freeway ramps.  
Guest vehicles will enter and exit the West Parking Area via the proposed extension of West Street/Disneyland Drive. Cast access will enter and exit either at West Street/Disneyland Drive or via a single access on Cerritos Avenue with right-turn in and left-turn out only. No cast or guest access or egress will occur from Walnut Street. (PDF 3.3-2) | Public Works Department, Design Division |           |
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<th>Responsible for Monitoring</th>
<th>Completion</th>
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<tr>
<td>Prior to Issuance of each Building Permit; to be Implemented Prior to Final Building and Zoning Inspections for both the East and West Parking Structures</td>
<td><strong>Speed Parking.</strong> Building plans shall show direct ramps to each level of the East and West Parking Area facilities to minimize internal circulation within the garages and accommodate the project’s &quot;speed parking&quot; operation. (PDF 3.3-3)</td>
<td>Planning Department, Building Division</td>
<td></td>
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<tr>
<td>To be Shown on Street Improvement Plans; to be Implemented Prior to Final Building and Zoning Inspection for Each Parking Structure and/or Facility</td>
<td><strong>Conveyance Systems.</strong> In addition to an extensive network of landscaped pedestrian thoroughfares, conveyance systems will transport Disneyland Resort guests around the project. Guest transportation systems will move guests from the parking facilities to the Theme Park District. The monorail/guest transportation systems shall move guests from the Hotel District to the Theme Park District. Future connections may also be provided to the Future Expansion District. (PDF 3.3-4)</td>
<td>Public Works Department, Design Division</td>
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</tr>
<tr>
<td>To be Shown on Street Improvement Plans; to be Implemented Prior to Final Building and Zoning Inspections for the Second Theme Park for Phase II; and if pursued, to be Implemented Prior to Final Building and Zoning Inspections for the East Public Parking Structure or Other Accessible Location in Phase III.</td>
<td><strong>Theme Park Drop-Off Area.</strong> To provide access to the attractions in the Specific Plan area to people staying outside of The Disneyland Resort area, a bus and shuttle drop-off area will be located adjacent to Harbor Boulevard north of Freedman Way in Phase II as shown on Exhibit 4.4.2a of the Specific Plan; or, in Phase III, the facility may be located adjacent or internal to the East Public Parking Structure, or other accessible location in the Theme Park or Hotel Districts. The types of vehicles served at this facility may include public and private passenger shuttles and buses. (PDF 3.3-5)</td>
<td>Public Works Department, Design Division</td>
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<td>Timing</td>
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<td>Responsible for Monitoring</td>
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<tr>
<td>To be Shown on Street Improvement Plans; to be Implemented Prior to the First Final Building and Zoning Inspections for the Second Theme Park</td>
<td>Roadway Improvements Included in Project Design, I-5 - West Street/Disneyland Drive Southbound Mixed Flow Offramp</td>
<td>Public Works Department, Design Division</td>
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<td></td>
<td>A mixed-flow offramp currently proposed as part of the I-5 widening project is planned from southbound I-5 to West Street/Disneyland Drive to replace the existing Ball Road offramp. (PDF 3.3-6)</td>
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<tr>
<td>To be Shown on Street Improvement Plans; to be Implemented Prior to Final Building and Zoning Inspections for the Second Theme Park</td>
<td>West Street/Disneyland Drive/Ball Road Overcrossing (Exhibits 3.2-3 and 3.2-4)</td>
<td>Public Works Department, Design Division</td>
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<td>To reduce congestion for vehicles entering the West Parking Area from I-5, an overcrossing is planned at West Street/Disneyland Drive and Ball Road. The intersection of West Street and Ball Road shall be constructed with a two-lane flyover over Ball Road as a project design feature. The overcrossing would take southbound I-5 traffic exiting at West Street/Disneyland Drive over Ball Road, and then allow convenient access to the entrance of the parking facility. The design of the Ball Road and West Street/Disneyland Drive intersection, shall provide a north leg of three through lanes and two left turn lanes; a south leg of one right turn lane, two through lanes and one left turn lane; an east leg of three through lanes and two left turn lanes; and, a west leg of one right turn lane, three through lanes and two left turn lanes.</td>
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<td>This overcrossing may be one-way inbound in the morning, two-way during the afternoon, then one-way outbound during the outbound peak. Access and egress points will be provided both north and south of Ball Road. Both the HOV ramp and the mixed-use off ramp at 1-5 and West Street/Disneyland Drive would have access to the overcrossing. A full intersection at West Street/Disneyland Drive will still be provided at grade. When the overcrossing is one-way, counter-flow movements can be made along West Street/Disneyland Drive. (PDF 3.3-7)</td>
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<td></td>
<td><strong>West Street/Disneyland Drive Intersections and Turn Pockets</strong></td>
<td>Public Works Department, Design Division</td>
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<td>To facilitate traffic flow along West Street/Disneyland Drive between Katella Avenue and Ball Road, signalized intersections will be provided at major hotel entrances. Appropriate turn pockets including double left-turn lanes and right-turn only lanes will also be provided as needed to maintain acceptable service levels. West Street/Disneyland Drive itself will have two travel lanes in each direction. (PDF 3.3-8)</td>
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<td><strong>Freedman Way Widening</strong></td>
<td>Public Works Department, Design Division</td>
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<td>The addition of the northbound HOV offramp at Freedman Way and the realignment of the southbound onramp will require the widening of Freedman Way between Harbor Boulevard and Clementine Street; Clementine Street to I-5. Three through lanes, where possible, and necessary turn lanes in each direction will be provided. (PDF 3.3-9)</td>
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<tr>
<td>To be Shown on Street Improvement Plans; to be Implemented Prior to Final Building and Zoning Inspection for the Second Theme Park</td>
<td><strong>Speed/Capacity Restrictions on Walnut Street</strong>&lt;br&gt;Between Cerritos Avenue and Ball Road, Walnut Street will be improved adjacent to the strawberry field in accordance with the City of Anaheim General Plan Circulation Element. To discourage any increase in traffic on Walnut Street, the capacity of the road will be restrained, from Katella Avenue to Ball Road. Possible methods include narrowing the street entrances at Katella Avenue and Ball Road and replacing the existing signal with a stop sign at the existing intersection of Walnut Street and Cerritos Avenue. This and other options will be evaluated, and a plan to maintain the current character of Walnut Street will be developed. (PDF 3.3-10)</td>
<td>Public Works Department, Design Division</td>
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<tr>
<td>To be Shown on Street Improvement Plans; to be Implemented Prior to Final Building and Zoning Inspection for the Second Theme Park</td>
<td><strong>Cerritos Avenue Realignment</strong>&lt;br&gt;With the development of the Hotel District, Cerritos Avenue between Walnut Street and West Street/Disneyland Drive will be moved up to approximately 1,100 feet to the north and will be renamed. The new roadway will be two lanes wide and will be designed to discourage access from or onto Walnut Street. Southbound left turns will not be allowed at the Walnut Street/Cerritos Avenue intersection. Westbound Cerritos Avenue left turns at Walnut Street will not be allowed. (PDF 3.3-11)</td>
<td>Public Works Department, Design Division</td>
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<td>To be shown on Street Improvement Plans; to be implemented by Caltrans in conjunction with the I-5 Widening Project. (The I-5 High Occupancy Vehicle (HOV) Offramps are part of Caltrans' I-5 Widening Project and will be completed independent of the Disneyland Resort Project. The HOV ramps were not assumed in the analysis of traffic impacts of the Disneyland Resort and are not required as a condition of the opening or operation of the Disneyland Resort.)</td>
<td>I-5-West Street/Disneyland Drive Southbound HOV Offramp. Caltrans' I-5 Widening Project includes a new HOV offramp from southbound I-5 to West Street/Disneyland Drive. This ramp would be built at the same time as the I-5 Widening Project. The ramp will bring high occupancy vehicles (HOVs) conveniently from the HOV lane in the median of I-5 to the West Parking Area. (PDF 3.3-12)</td>
<td>Caltrans; Public Works Department, Design Division</td>
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<td>To be Shown on Street Improvement Plans; to be Implemented by Caltrans in conjunction with the I-5 Widening Project. (The I-5 High Occupancy Vehicle (HOV) Offramps are part of Caltrans' I-5 Widening Project and will be completed independent of the Disneyland Resort Project. The HOV ramps were not assumed in the analysis of traffic impacts of the Disneyland Resort and are not required as a condition of the opening or operation of the Disneyland Resort.)</td>
<td>I-5/Freedman Way Northbound HOV Offramp</td>
<td>Caltrans; Public Works Department, Design Division</td>
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<td>Caltrans' I-5 Widening Project includes a proposed HOV offramp connecting the northbound HOV lanes on I-5 to Freedman Way and an undercrossing of Anaheim Boulevard to Freedman Way. This ramp will carry a substantial number of vehicles to the East Parking Area and remove them from Harbor Boulevard and Katella Avenue. This ramp (shown in Exhibit 3.2-2 of Volume I of the EIR) will allow northbound I-5 traffic to access the parking facility conveniently from the freeway and also provide access for other vehicles to Harbor Boulevard. It will improve the level of service of the section of Katella Avenue crossing I-5, as well as the intersections of Katella Avenue with Anaheim Boulevard, Haster Street, Clementine Street, and Harbor Boulevard. The ramp is discussed in detail in Appendix C-1, Volume III. (PDF 3.3-13)</td>
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**Intersection Improvements Included in Project Design**

The following intersection improvements, which are assumed in the analysis of project traffic, will be implemented unless otherwise indicated by the year 2001 (Opening of Second Theme Park) as part of the project design that will enhance the overall performance of the surrounding circulation system:

- Redesign and reconstruct the intersection of Ball Road/West Street/Disneyland Drive to include an overcrossing.
- Redesign the Harbor Boulevard/Freedman Way intersection by accommodating three lanes eastbound and three lanes westbound through the intersection and adding double left turn lane southbound. In Phase III, the entrance to the surface parking lot may be removed.
- At the intersection of Anaheim Boulevard and Freedman Way, add a third through lane eastbound and westbound and a second left-turn lane eastbound, or equivalent improvements as defined by Caltrans during the final geometric design of the I-5 interchange.
- At the intersection of Clementine Street and Freedman Way, add the following improvements or equivalent improvements as defined by Caltrans during the final geometric design of the I-5 interchange:
  - third through lanes eastbound and westbound
  - left-turn lanes eastbound and westbound
  - second through lanes northbound and southbound
  - left-turn lane southbound
  - remove right-turn lane northbound
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| Prior to Final Building and Zoning Inspection for the Second Theme Park; and, ongoing during project operation | - Reconfigure the Walnut Street/Cerritos Avenue intersection.  
- Reconfigure the West Street/Disneyland Drive/Cerritos Avenue intersection to satisfaction of the City Engineer. (PDF 3.3-14) | Southern California Association of Governments; South Coast Air Quality Management District; Public Works Department, Traffic and Transportation Division | |
### Objectives of the TDM program are:
- Increase ridesharing and use of alternative transportation modes by guests.
- Meet the cast 1.5 AVR target.
- Provide a menu of commute alternatives for the Disneyland Resort cast, to reduce project-generated trips.
- Provide transportation "linkages" to existing and future transportation modes (other than single-occupant vehicle travel) for both the Disneyland Resort cast and guests.

Implementation strategies and elements of the TDM program for cast and guest trips are described below.

#### Cast

Making a commitment to commute management and trip reduction will become an integral part of the new-hire training. A menu of TDM program strategies and elements for both existing and future cast commute options would be examined, including, but not limited to, the following:

- **Onsite Service.** Onsite services, such as the food, retail, and other services may be provided to the cast.
- **Ridesharing.** A computer listing of all cast members may be developed for the purpose of providing a "matching" of members with other cast members who live in the same geographic areas and who could rideshare to the Disneyland Resort.
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<td>- <strong>Vanpooling.</strong> A computer listing of all cast members may be developed for the purpose of matching numbers of cast who live in geographic proximity to one another and could comprise a vanpool to the Disneyland Resort.</td>
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<td>- <strong>Transit Pass.</strong> Southern California Rapid Transit District and Orange County Transportation Authority (including commuter rail) passes may be promoted through financial assistance and onsite sales to encourage cast to use the various transit and bus services to the Disneyland Resort from throughout the region.</td>
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<td>- <strong>Commuter Bus.</strong> As commuter &quot;express&quot; bus service expands throughout the region, passes for use on these lines may be provided for cast members who choose to use this service. Financial incentives will be provided.</td>
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<td>- <strong>Shuttle Service.</strong> A computer listing of all cast members living in proximity to the Disneyland Resort may be generated, and a local shuttle program will be offered to encourage cast members to travel to work by means other than the automobile.</td>
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<td>- <strong>Bicycling.</strong> A Disneyland Resort Bicycling Program may be developed to offer a bicycling alternative to cast members. Secure bicycle racks, lockers, and showers will be provided as part of this program. Maps of bicycle routes throughout the area would be provided to inform potential bicyclists of these options.</td>
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<td>- <strong>Rental Car Fleet.</strong> A &quot;fleet vehicle&quot; program may be developed to provide cast members who travel to work by means other than an automobile with access to automobiles in case of emergency, medical appointments, etc. This service would help cast members use alternative modes of transportation by ensuring that they would be able to have personal transportation in the event of special circumstances.</td>
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<td>• <strong>Guaranteed Ride Home Program.</strong> The program may provide cast members who rideshare, or use transit or other means of commuting to work, with a prearranged ride home in a taxi, rental car, shuttle, or other vehicle, in the event of emergencies during the work shift. In essence, this program addresses the concerns of the cast member who rideshares and might be stranded without a vehicle in the event of an emergency.</td>
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<td>• <strong>Housing Coordinator and Referral Program and Local Hiring Efforts.</strong> Continue to provide referral service to facilitate employees in finding housing and actively recruit prospective employees residing within 30-minute commute shed.</td>
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<td>• <strong>Target Reduction of Longest Commute Trip.</strong> Design an incentives program for ridesharing and other alternative transportation modes to put highest priority on reduction of longest employee commute trips.</td>
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<td>• <strong>Work Schedule</strong></td>
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<td>- <strong>Staggered Shifts.</strong> The Disneyland Resort cast may work different hours throughout the daily hours of park operation. A thorough review of cast shifts would be undertaken to provide the potential for cast shifts during nonpeak travel times, thus lessening peak hour congestion.</td>
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<td>- <strong>Compressed Work Week.</strong> The Disneyland Resort may review the possibility of developing a &quot;compressed work week&quot; program, which provides for fewer work days but longer daily shifts, as an option for cast members. This program would help eliminate certain trips on certain days that would otherwise be generated daily by the Disneyland Resort Cast.</td>
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### Telecommuting
The Disneyland Resort employs a variety of cast in different positions, cast members include clerical, office support, and administrative members. The Disneyland Resort may explore the possibility of a "telecommuting" program that would link some of these cast members to The Disneyland Resort via electronic means (e.g., computer with modem). This would help to eliminate certain trips that would otherwise be generated by a cast member who would otherwise physically need to be at the Disneyland Resort.

### Work Environment/Facility Management

- **Parking Management.** The Disneyland Resort may develop a parking management program that provides incentives to those who rideshare or use transit means other than single-occupant auto to travel to work.

- **Management Staff.** The existing Disneyland theme park transportation management staff may be expanded onsite to accommodate new employees and to explore relationships with adjacent employers to determine whether joint efforts can lead to greater reductions in VMT by project employees.

- **Amenities.** Transit systems, transit shelters, bicycle storage areas, and other amenities may be provided with efficient parking management for cast and guests.

- **Access.** Preferential access to high occupancy vehicles and shuttles may be provided.

- **Delivery Management.** Schedule deliveries in nonpeak traffic congestion hours to the extent reasonably practicable.
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- **Financial Incentives**

  In addition to the above items, certain financial incentives will be integrated into The Disneyland Resort TDM program, such as:

  - **Financial Incentive for Ridesharing and/or Public Transit.** Currently, federal law provides tax-free status for up to $60 per month per employee contributions to employees who vanpool or use public transit (including commuter rail and/or express bus pools).
  
  - **Financial Incentive for Bicycling.** Cast members may be offered financial incentives for bicycling to work; they would be provided with secure bicycle racks, lockers, and showers.
  
  - **Special “Premium” for the Participation and Promotion of Trip Reduction.** Tickets/passes to project theme parks and/or vacations could be offered to employees who recruit other cast members for vanpool, carpool, or other Disney trip reduction programs.
  
  - **Delivery Management.** Schedule deliveries in non-peak traffic congestion hours to the extent reasonably practicable.
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<td></td>
<td>• Guests</td>
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<td>Even though visitors are estimated to average nearly four persons per vehicle, additional programs and incentives could and will be provided to encourage even more guest use of ridesharing, transit, and other modes of travel to and from the Disneyland Resort. The applicant is currently developing a list of potential programs and is working with the City of Anaheim and OCTA on the provision of convenient linkages to other modes of transportation. Marketing materials for the Disneyland Resort will describe it as an &quot;auto-free&quot; zone with a range of transportation amenities where cars are not needed. (PDF 3.3-15)</td>
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<td>Prior to Final Building and Zoning Inspection for the Second Theme Park</td>
<td>Transportation Management Association</td>
<td>Public Works Department, Traffic and Transportation Division</td>
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<td>Other measures to achieve trip reductions and other TDM program objectives will be explored, including the formation of a Disneyland Resort Transportation Management Association (TMA), or an Anaheim Resort Area TMA. To increase the likelihood of success of the TDM program, cooperation among other groups and businesses who either have existing TDM programs or have a need for TDM programming could be networked with cast participants. By expanding the number of participants in the various programs, more benefit in trip reduction is likely to be achieved. The TMA would be responsible for matching cast and guest commute services; marketing/promoting ridesharing alternatives (i.e., vanpooling, bicycling, etc.); and providing a &quot;fair share&quot; payment of local TDM programs provided through the TMA. (PDF 3.3-17)</td>
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<td>AIR QUALITY</td>
<td><strong>Varies</strong> The applicant shall implement all project design features or their environmental equivalent. The City of Anaheim Planning Department will ensure compliance through the mitigation monitoring process. (3.4-1)</td>
<td>Refer to Note #7 on page 1.</td>
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<tr>
<td>Prior to Issuance of Each Building Permit</td>
<td>The property owner/developer shall comply with all SCAQMD offset regulations and implementation of Best Available Control Technology (BACT) for all permitted new and modified stationary sources. Copies of permits shall be given to the Planning Department. (3.4-2)</td>
<td>South Coast Air Quality Management District; Planning Department, Planning Division</td>
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<tr>
<td>Ongoing During Operation of the Disneyland Resort</td>
<td>The applicant shall implement the following measures to reduce emissions: 1. To the extent practicable, schedule goods movements for off-peak traffic hours. 2. Use clean fuel for attraction rides and other uses, as practicable. (3.4-3*)</td>
<td>Public Works Department, Traffic and Transportation Division</td>
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<td>Prior to Issuance of the First Building Permit for the Second Theme Park</td>
<td>The applicant shall submit a site and operations plan for this facility showing the location and configuration of the on-site cast financial and dining services in conformance with the Specific Plan.</td>
<td>Planning Department, Planning Division</td>
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<td>Prior to Final Building and Zoning Inspections for the Second Theme Park</td>
<td>The applicant shall provide cast financial and dining services within the Theme Park District and Hotel District to accommodate cast members. (3.4-4)</td>
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<td>Prior to Issuance of Each Building Permit</td>
<td>The property owner/developer shall submit evidence that low emission paints and coatings are utilized in the design and construction of buildings in compliance with AQMD regulations. This information shall be denoted on the project plans and specifications. (3.4-5)</td>
<td>South Coast Air Quality Management District; Planning Department, Building Division</td>
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<td>Prior to Issuance of the First Building Permit for the Future Expansion District, Excluding the South Parking Area; and, Ongoing During Project Operation</td>
<td>The following will be achieved: (1) the 1.5 AVR target for all cast and (2) the average length of the out-of-area guest stay of 1.72 days, or a demonstration that the SCAG VMT reduction targets have been met through other means. (3.4-6)</td>
<td>South Coast Air Quality Management District; Southern California Association of Governments; Public Works Department, Traffic and Transportation Division</td>
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<td>Prior to Final Building and Zoning Inspection for the Second Theme Park; and Ongoing During Project Operation</td>
<td>The project has been designed to reduce dependence on the private automobile, which will reduce and avoid many of the traffic-related emissions associated with the existing Disneyland theme park, as well as those normally associated with hotels and day-use only special event activities. Guests will be encouraged to park their cars and leave them for the duration of their visits, thus eliminating the trips to restaurants and sightseeing, or entertainment attractions normally associated with vacation stays. Marketing efforts in Southern California will promote the Disneyland Resort as a mini-vacation site for Southland residents. (PDF 3.4-2*)</td>
<td>Public Works Department, Traffic and Transportation Division</td>
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<tr>
<td>Prior to Final Building and Zoning Inspection for the Second Theme Park</td>
<td>A wide range of entertainment, lodging, retail and restaurant attractions will be located within the project area and will be linked by an electrically powered monorail system, pedestrian ways/guest transportation system to transport visitors from parking facilities to the Disneyland Resort, and/or pedestrian bridges, walkways and promenades. Convenient walkway access within the Hotel District and adjacent uses, such as the City of Anaheim Convention Center, will also facilitate pedestrian trips by non-project guests who will remain within the project area rather than use automobiles to travel to restaurants and entertainment outside of the area. (PDF 3.4-3)</td>
<td>Planning Department, Planning Division</td>
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<td>In Accordance with Transportation and Circulation Mitigation Measures</td>
<td>The Disneyland Resort traffic will be accommodated, and existing traffic conditions and circulation patterns will be improved through implementation of the identified transportation and parking features, including parking facilities, monorail and pedestrian way/guest transportation systems and convenient access to parking facilities from the freeway. (PDF 3.4-4)</td>
<td>Public Works Department, Traffic and Transportation Division</td>
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<td>Prior to Issuance of Building Permits for Each of the East and West Public Parking Structures; Ongoing During Project Operation</td>
<td>All public day-use parking facilities, not including hotel, hotel accessory uses or cast parking facilities, will have a crew of cast members, based on parking predictions, on each lot or facility level, to assist speed parking procedures. In addition, the East and West public parking structures will incorporate the following design features on each facility level, to assist speed parking procedures: 1. Signage designed to enhance smooth traffic flows and reduce traffic flows on each facility level. 2. Speed ramps which will take cars directly to the level that has available spaces, thus eliminating circulation movement and time involved with hunting for a space. The speed parking striping and procedures currently used at the Disneyland theme park parking lot will be adapted to use within the parking structures and will be designed to safely park 60 cars per minute. (Refer to Section 7.0, Zoning and Development Standards, in The Disneyland Resort Specific Plan.) 3. Ceiling clearances and lateral clearances, an open well design, and enhanced lighting levels will eliminate the enclosed feeling of a standard garage, which tends to slow drivers. (PDF 3.4-5*)</td>
<td>Public Works Department, Traffic and Transportation Division</td>
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| Prior to Issuance of Each Building Permit | Project design will incorporate the following energy-saving features. This energy savings will also contribute to reduced emissions:  
1. Improved thermal integrity of structures and reduced thermal load through use of automated time clocks or occupant sensors.  
2. Efficient heating and other appliances.  
3. Incorporation of appropriate passive solar design.  
4. Proper sealing of buildings.  
5. Use of drought-resistant landscaping wherever feasible to reduce energy used in pumping and transporting water.  
(PDF 3.4-6) | Utilities Department, Water and Electric Services | | |
| Prior to Final Building and Zoning Inspection for the Second Theme Park | There will be a special drop-off area on Harbor Boulevard north of Freedman Way, or internal or adjacent to the East Public Parking Structure, or other accessible location, for shuttle buses to help encourage use of buses by area visitors.  
(PDF 3.4-7) | Public Works Department, Traffic and Transportation Division | | |
| Prior to Final Building and Zoning Inspections for the Second Theme Park; Ongoing during Project Operation | The applicant will implement a comprehensive and aggressive Transportation Demand Management (TDM) program for all project employees.  
(PDF 3.4-8*) | Public Works Department, Traffic and Transportation Division | | |
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<td>Varies</td>
<td>NOISE</td>
<td>The applicant shall implement all project design features or their environmental equivalent. The City of Anaheim Planning Department will ensure compliance through the mitigation monitoring process. (3.5-1)</td>
<td>Refer to Note #7 on page 1.</td>
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<td>Ongoing During Project Operation of the Second Theme Park</td>
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<tr>
<td>Prior to Issuance of Building Permit for Amphitheater</td>
<td>The applicant shall obtain (on an annual basis) a permit for use of fireworks. (3.5-2*)</td>
<td>Fire Department Planning Department, Code Enforcement Division</td>
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<td>Prior to Final Building and Zoning Inspection for the Amphitheater.</td>
<td>Plans submitted for the location of the amphitheater will document that the facility is no closer than 2,000 feet from the nearest existing residence. The design and orientation of the amphitheater will be reviewed by a certified acoustical engineer; the applicant shall submit a report, for review and approval by the City, to ensure that noise from the amphitheater does not exceed the noise levels established by the City of Anaheim Sound Pressure Level Ordinance. (3.5-3)</td>
<td>Planning Department, Building Division</td>
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<td>Within 9 Months of Commencement of Amphitheater Operations</td>
<td>A Noise Monitoring Program prepared by a certified acoustical engineer shall be submitted for review and approval. The applicant shall submit the results of the Noise Monitoring Program conducted by a certified acoustical engineer to ensure that there are no violations of the Sound Pressure Level Ordinance from amphitheater operations outside the Disneyland Resort. If noise in excess of the Sound Pressure Level Ordinance is detected, the applicant shall modify operations within three days to bring the Amphitheater into conformance with the Sound Pressure Level Ordinance. (3.5-4)</td>
<td>Planning Department, Planning and Building Divisions</td>
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<td>Prior to Approval of Each Final Site Plan; to be Implemented Prior to Final Building and Zoning Inspections</td>
<td>For hotels within the 70 CNEL contour from West Street/Disneyland Drive, the property owner/developer shall submit a noise study prepared by a certified acoustical engineer identifying whether noise attenuation is required, and defining any attenuation measures and specific performance criteria, if any such measures are required to comply with the Uniform Building Code. Ultimate noise attenuation requirements, if any, shall depend on the final locations of such buildings and noise-sensitive room/uses inside the buildings. (3.5-5)</td>
<td>Planning Department, Building Division</td>
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<td>Prior to Issuance of Each Building Permit</td>
<td>For construction of the public parking facilities, South Parking Area facility, and any hotel parking facilities adjacent to residential areas, plans shall document that the driving surfaces shall be a textured surface to minimize tire squeal noise. (3.5-6)</td>
<td>Planning Department, Building Division</td>
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<tr>
<td>Ongoing During Project Operations of the Second Theme Park</td>
<td>Engine noise from sweeping equipment used in the public parking facilities, South Parking Area facilities and any hotel parking facilities adjacent to residential areas shall be muffled. (3.5-7*)</td>
<td>Planning Department, Building Division</td>
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<td>Prior to Issuance of Each Building Permit; to be Implemented Prior to Final Building and Zoning Inspections</td>
<td>For structures that are adjacent to residential areas, the applicant shall ensure that all mechanical ventilation units are shown on plans and installed in compliance with the Sound Pressure Level Ordinance. (3.5-8)</td>
<td>Planning Department, Building Division</td>
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<td>Ongoing During Project Operations</td>
<td>Lower noise-producing fireworks displays will be used at the Second Theme Park to minimize noise from 11:00 p.m. fireworks shows to meet the noise levels in the City of Anaheim Sound Pressure Level Ordinance. (PDF 3.5-1*)</td>
<td>Planning Department, Code Enforcement Division</td>
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<tr>
<td>Prior to Issuance of Building Permit for the West Public Parking Facility; to be Implemented Prior to Final Building and Zoning Inspection for the Second Theme Park</td>
<td>Noise from the west public parking facility adjacent to Walnut Street will be reduced by the provision of convenient access to the parking facility, sound attenuation devices (louvers and walls), the use of textured deck surfaces to reduce tire squealing, and tiering the parking facility in the West Parking Area above the third floor to provide greater distance to the receptors. Noise from the West Public Parking Facility adjacent to the Conestoga Hotel will be reduced by the provision of sound attenuation louvers in the openings on the north side of the structure adjacent to the Conestoga Resort. (PDF 3.5-2)</td>
<td>Planning Department, Building Division</td>
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<tr>
<td>Submittal of Noise Study Prior to Issuance of Southwest Parking Area Building Permit; and Sound Wall Construction Prior to the Commencement of Operation of the Southwest Parking Area</td>
<td>The applicant shall construct a 9-14 feet in height sound wall along Walnut Street next to the Southwest Parking Area. The actual height of the wall will be determined by a noise study submitted with the parking facility construction plans. (PDF 3.5-3)</td>
<td>Planning Department, Building Division</td>
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**EARTH RESOURCES - GEOLOGY, SOILS, AND SEISMICITY**

<p>| Prior to Approval of Each Grading Plan     | The property owner/developer shall submit a thorough soils and geological report for the area to be graded, based on proposed grading and prepared by an engineering geologist and geotechnical engineer. The report shall comply with Title 17 of the Anaheim Municipal Code. (3.6-1) | Public Works Department, Development Services Division |            |</p>
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<td>Prior to Issuance of Each Building Permit</td>
<td>The property owner/developer shall submit for review and approval detailed foundation design information for the subject buildings, prepared by a civil engineer, based on recommendations by a geotechnical engineer. (3.6-2)</td>
<td>Planning Department, Building Division</td>
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<td>Prior to Issuance of Each Foundation Permit</td>
<td>The property owner/developer shall submit a report prepared by a geotechnical engineer for review and approval which shall investigate the subject foundation excavations to determine if soft layers are present immediately beneath the footing site and to ensure that compressibility does not underlie the footing. (3.6-3)</td>
<td>Planning Department, Building Division</td>
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<td>Prior to Issuance of Each Building Permit</td>
<td>The property owner/developer shall submit plans showing that the proposed structure has been analyzed for earthquake loading and designed according to the most recent seismic standards in the Uniform Building Code adopted by the City of Anaheim. (3.6-4)</td>
<td>Planning Department, Building Division</td>
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</tr>
<tr>
<td>Ongoing During Project Operations</td>
<td>The property owner/developer shall coordinate earthquake training with the Fire Department for hotel staff and cast members. (3.6-5*)</td>
<td>Fire Department</td>
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<td>Prior to Issuance of Each Building Permit</td>
<td>For hotels, the property owner/developer shall submit an earthquake emergency response plan for review and approval. That plan shall require posted notices in all hotel rooms on earthquake safety procedures. (3.6-6)</td>
<td>Fire Department</td>
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<td>GROUNDWATER AND SURFACE HYDROLOGY</td>
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<td>Varies</td>
<td>The applicant shall implement all project design features or their environmental equivalent. The City of Anaheim Planning Department will ensure compliance through the mitigation monitoring process. (3.7-1)</td>
<td>Refer to Note #7 on page 1.</td>
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<td>Prior to Approval of Phase II Grading Plan; to be Implemented in Accordance with the Phasing Plan; and, prior to approval of Phase III Grading Plan; to be Implemented in Accordance with the Phasing Plan.</td>
<td>The property owner/developer shall submit a Master Drainage and Runoff Management Plan (MDRMP) for review and approval. The Master Plan shall include, but not be limited to, the following items:</td>
<td>Orange County Environmental Management Agency; Regional Water Quality Control Board; Caltrans; Public Works Department, Development Services Division</td>
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<td>3. Description of a water quality monitoring program to monitor water quality during and subsequent to construction and to evaluate the effectiveness of BMPs. The water quality monitoring program shall identify: (1) the person/agency responsible for implementing the program, (2) sources of pollutants in runoff (e.g., nuisance flows from development areas, irrigation flows), (3) specific types of pollutants expected in runoff that will be monitored (e.g., total suspended solids, phosphorous; lead), (4) water quality sampling stations that are representative of runoff from the sources identified above, (5) sampling program methodology, including devices to be used and frequency and duration of sampling, (6) method for evaluating data collected from a sampling program, including threshold standards for determining effectiveness of BMPs, and (7) additional measures, if necessary, to increase the effectiveness of the BMPs to the threshold standards identified in C(1) above. (3.7-2)</td>
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| Prior to Issuance of Each Building Permit | The property owner/developer shall submit landscaping and irrigation plans and an Irrigation Management Program to integrate and phase the installation of streetscape landscaping with the proposed construction schedule. This landscape plan shall include a maintenance program to control the use of fertilizers and pesticides, and an irrigation system designed to minimize surface runoff and overwatering. Additionally:  
   a. The landscape plans shall be prepared and certified by a licensed landscape architect. The landscape architect shall submit plans in accordance with Anaheim's Landscape Water Efficiency Ordinance and Guidelines.  
   b. The Irrigation Management Program shall specify methods for monitoring the irrigation system and shall be designed by an irrigation engineer (plans to be submitted in accordance with the Specific Plan). The system shall ensure that irrigation rates do not exceed the infiltration of local soils and that the application of fertilizers and pesticides do not exceed appropriate levels of frequencies.  
   c. The landscape and irrigation plans shall be developed to be consistent with the provisions of the Specific Plan, which require that the maximum annual water allowance for the project (excluding theme parks) not exceed 80 percent of the mean annual evapotranspiration, or that the landscape irrigation system include water-conserving features such as low-flow irrigation heads, automatic irrigation scheduling equipment, flow sensing controls, rain sensors, soil moisture sensors, and other water-conserving equipment. In addition, all irrigation systems shall be designed so that they will function properly with reclaimed water, if it should become available.  
   (3.7-3)                                                                 | Public Utilities, Water Services                                                                                       | Community Services Division, Parks Department, Planning Division |            |
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<tr>
<td>Ongoing During Operation of the Disneyland Resort</td>
<td>The applicant shall provide for the following: cleaning of all paved areas not maintained by the City of Anaheim including, but not limited to, private streets and parking lots on not less than a monthly basis. Using water to clean streets, parking lots, and other areas shall be allowed on a periodic basis if allowed in the applicant's NPDES permit. Nightly washdown shall be allowed in the theme parks and, where advisable to maintain safe and sanitary working conditions, the back-of-house area, if allowed in the applicant's and City's NPDES permit. Flushing debris, residue, and sediment down the storm drains shall conform to the applicant's NPDES requirements. Applicant agrees that material deposited in City storm drains shall not be in violation of the City's NPDES permit. <em>(3.7-4)</em></td>
<td>Public Works Department, Streets and Sanitation Division</td>
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<tr>
<td>Prior to Each Final Building and Zoning Inspection</td>
<td>The property owner/developer shall submit a Certificate of Substantial Completion, as described in the Specific Plan, which establishes that the landscape irrigation systems have been installed as specified in the approved landscaping and irrigation plans. <em>(3.7-5)</em></td>
<td>Planning Department, Planning Division</td>
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<tr>
<td>To be Installed With Project Water Mains; to be Connected if Reclaimed Water Becomes Available</td>
<td>To reduce the project's demand on potable water, the property owner/developer shall install water lines onsite so that reclaimed water may be used for landscape irrigation and other purposes, if and when it becomes available. <em>(PDF 3.7-1)</em></td>
<td>Utilities Department, Water Services</td>
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<td>Varies</td>
<td>The applicant shall implement all project design features or their environmental equivalent. The City of Anaheim Planning Department will ensure compliance through the mitigation monitoring process. (3.8-1)</td>
<td>Refer to Note #7 on page 1.</td>
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<tr>
<td>Ongoing During Grading Operations</td>
<td>The property owner/developer shall implement standard practices from all applicable codes and ordinances to prevent erosion. (3.8-2*)</td>
<td>Public Works Department, Development Services Division</td>
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<tr>
<td>Prior to Approval of Each Grading Plan</td>
<td>The property owner/developer shall obtain required NPDES construction storm permits from the State Water Resources Control Board, if applicable. Copies of the Notice of Intent or permits, as applicable, shall be submitted to the City Engineer. (3.8-3)</td>
<td>State Water Resources Control Board; Public Works Department, Development Services Division</td>
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<td>Ongoing During Construction</td>
<td>The following measures will be followed by the property owner/developer to reduce air quality impacts:</td>
<td>Planning Department, Building Division; Public Works Department, Development Services Division</td>
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<td>a. Normal wetting procedures or other dust palliative measures shall be followed during earth-moving operations to minimize fugitive dust emissions, in compliance with the City of Anaheim Municipal Code.</td>
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<td>b. Roadways adjacent to the project shall be swept and cleared of any spilled export material at least twice a day to assist in minimizing fugitive dust; haul routes shall be cleared as needed if spills of material exported from the project site occur.</td>
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<td>c. Where practicable, heavy duty construction equipment shall be kept onsite when not in operation to minimize exhaust emissions associated with vehicles repetitiously entering and exiting the project site.</td>
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<td>d. Trucks importing or exporting soil material and/or debris shall be covered prior to entering public streets.</td>
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<td>e. Manually irrigate or activate irrigation systems necessary to water and maintain the vegetation as soon as planting is completed.</td>
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<td>f. Reduce traffic speeds on all unpaved road surfaces to 15 miles per hour or less.</td>
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<td>g. Suspend all grading operations when wind speeds (as instantaneous gust) exceed 25 miles per hour and during second stage, smog alerts.</td>
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<td>h. The project will comply with the SCAQMD Rule 402, which states that no dust impacts offsite are sufficient to be called a nuisance, and SCAQMD Rule 403, which restricts visible emissions from construction.</td>
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<td>i. Use low emission mobile construction equipment (e.g., tractors, scrapers, dozers, etc.) where practicable.</td>
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<td>j. Utilize existing power sources (e.g., power poles) or clean-fuel generators rather than temporary power generators, where practicable.</td>
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<td>k. Maintain construction equipment engines by keeping them properly tuned.</td>
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<td>l. Use low sulfur fuel for equipment, to the extent practicable. (3.8-4*)</td>
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<td>Prior to Approval of Each Grading Plan (for Import/Export Plan) and Prior to Issuance of Demolition Permit (for Demolition Plan)</td>
<td>Other than for the Disneyland Administration Building or the relocation of the SCE transmission lines, the property owner/developer shall submit Demolition and Import/Export Plans. The plans shall include identification of offsite locations for material export from the project and options for disposal of excess material. These options may include recycling of materials onsite, sale to a soil broker or contractor, sale to a project in the vicinity or transport to an environmentally cleared landfill, with attempts made to move it within Orange County. The applicant shall offer recyclable building materials, such as asphalt or concrete for sale or removal by private firms or public agencies for use in construction of other projects, if not all can be reused on the project site. (3.8-5)</td>
<td>Public Works Department, Traffic and Transportation Division</td>
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| Ongoing During Construction | The property owner/developer shall implement the following to limit emissions from architectural coatings and asphalt usage:  
  a. Use nonsolvent-based coatings on buildings, wherever appropriate.  
  b. Use solvent-based coatings, where they are necessary, in ways that minimize solvent emissions.  
  c. Encourage use of high-solid or water-based coatings. (3.8-6*) | Air Quality Management District; Planning Department, Building Division |             |
<p>| Ongoing During Demolition and Construction | Construction noise shall be limited by the property owner/developer to 60 dBA along the property boundaries of The Disneyland Resort Specific Plan area before 7:00 a.m. and after 7:00 p.m. as governed by Chapter 6.7, Sound Pressure Levels, of the Anaheim Municipal Code. (3.8-7*) | Planning Department, Code Enforcement Division |             |</p>
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<td>Prior to Issuance of Building Permit</td>
<td>For the parking facility in the West Parking Area or any parking structure or facilities in the Hotel District and the South Parking Area, an 8-foot perimeter or portable construction barrier along streets adjacent to construction areas, to be in place during construction, shall be provided to minimize noise impacts. (3.8-8)</td>
<td>Planning Department, Code Enforcement Division</td>
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<td>Ongoing During Construction</td>
<td>The property owner/developer shall ensure that all internal combustion engines on construction equipment are fitted with properly maintained mufflers. (3.8-9*)</td>
<td>Planning Department, Code Enforcement Division</td>
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<tr>
<td>Ongoing During Demolition and Construction</td>
<td>In the event that hazardous waste, including asbestos, is discovered during site preparation or construction, the property owner/developer shall ensure that the identified hazardous waste and/or hazardous material are handled and disposed of in the manner specified by the State of California Hazardous Substances Control Law (Health and Safety Code, Division 20, Chapter 6.5), according to the requirements of the California Administrative Code, Title 30, Chapter 22, and the Uniform Fire Code, Article 87. (3.8-10*)</td>
<td>Air Quality Management District for asbestos disposal; Orange County Health Department for hazardous waste and material disposal; Fire Department, Environmental Protection Section for hazardous materials/wastes from underground storage tanks</td>
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<td>Ongoing During Construction</td>
<td>If Anaheim Police Department or Anaheim TMC personnel are required to provide temporary traffic control services, the property owner/developer shall reimburse the City, on a fairshare basis, if applicable, for reasonable costs associated with such services. (3.8-11*)</td>
<td>Police Department; Public Works Department, Traffic and Transportation Division; City Attorney's Office</td>
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<td>Prior to Issuance of the First Demolition, Grading or Building Permit for Phase II, Whichever Occurs First</td>
<td>Excluding permits for relocation of the SCE transmission lines, or for demolition related to relocation of the SCE transmission lines as specified in the Phasing Plan, the applicant will establish an onsite public information office (which is conveniently and accessibly located) where construction scheduling and phasing information will be available to the public. The public information office shall be open during construction hours. A telephone &quot;hotline&quot; will be provided to the community to allow members of the public to call the office with questions or comments during business hours. At least one liaison officer will be staffed at the office. The liaison officer shall be available to answer questions from the public and shall coordinate with the City of Anaheim, other public agencies, and major developers in the area regarding the coordination of construction activities and infrastructure improvements. The City shall be provided with a monthly summary of the calls received and follow-up actions. (3.8-12*)</td>
<td>Public Works Department, Traffic and Transportation Division</td>
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| Prior to Issuance of the First Building Permit for the Disneyland Resort or, any Other Timing Specifically Provided in this Measure | Excluding the relocation of SCE Transmission lines or the Disneyland Administration Building, the applicant shall submit a Traffic Mitigation and Construction Phasing and Control Plan. To the extent needed, as determined by the Public Works Department, the following project design features (PDF 3.8-1 - 3.8-8) require the applicant to submit at different times the plans for construction of both Phase II and Phase III development. The Traffic Mitigation and Construction Phasing and Control Plan shall identify the following:  
   a. A Construction Staging Area Plan showing the location and size of the construction staging area. The Plan shall also show how the staging area will be screened from view in compliance with the City of Anaheim Municipal Code.  
   b. A Construction Barrier Plan showing the location and types of barriers to be in place during grading and construction. Said plan shall provide for all construction areas to be screened from view in compliance with the City of Anaheim Municipal Code and shall include provision for the type and height of the barriers to be placed along all construction perimeters prior to the commencement of demolition, site preparation or grading, whichever occurs first. (PDF 3.8-2) | Public Works Department, Traffic and Transportation Division; Planning Department, Planning Division |            |
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<td>Prior to Approval of Grading Plan or Issuance of Demolition or Building Permit, Whichever Occurs First; Implemented During Site Preparation and Construction</td>
<td>c. A Truck Route Plan identifying truck routes along arterials, avoiding residential areas to the extent feasible and in compliance with the Sound Pressure Level Ordinance. The Plan shall show conformance with the external noise limits for construction between 7 p.m. and 7 a.m. The Plan shall also prohibit construction traffic on residential streets where improvements are not planned and shall provide measures to ensure that truck drivers are directed away from residential streets and travel on approved routes only. Measures to assist in guiding truck movement on the arterial roadway system include, but are not limited to, provision of truck route maps to truck drivers and placement of flagpersons and construction signage at appropriate locations. The Truck Route Plan shall provide for monitoring of street conditions and potential repairing and/or repaving by property owner/developer after completion of construction as required by the City Engineer. (PDF 3.8-3)</td>
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| Prior to Approval of Grading Plan or Issuance of Demolition or Building Permit, Whichever Occurs First; Implemented During Grading and Construction | d. A Construction Traffic Management Plan which includes mechanisms to reduce construction-related traffic congestion which shall be implemented during grading and construction, including, but not limited to, the following:  

1. Configure construction parking to minimize onsite and offsite traffic interference.  
2. Minimize obstruction of through-traffic lanes.  
3. Provide flagpersons to guide traffic, as determined in the plan. (PDF 3.8-4) | | |
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<td>Prior to Approval of the First Grading Plan for Phase II and III</td>
<td>e. A Trip Reduction Plan (excluding the demolition for or relocation of the SCE transmission lines) for construction crew vehicles shall be prepared to reduce potential vehicle trips on the road and identify parking locations for construction employees and equipment. (PDF 3.8-5)</td>
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| Prior to Issuance of the First Building Permit for Each Phase | f. A Traffic Management Plan for phasing of roadway improvements, specifying the sequencing of construction to do the following:  
1. Coordinate scheduling with other planned construction in the area, including the I-5 widening project.  
2. Coordinate scheduling with other infrastructure improvements to allow them to be facilitated efficiently during roadway improvements, such as sewer, storm drain, and water line improvements.  
3. Outline procedures for any required traffic detours during construction, including provision of tour bus stops.  
4. Phase each roadway improvement to allow access to all existing businesses/residential areas. In some instances this will require lane-by-lane renovation, temporary bypass roads, or traffic reroutes.  
5. Employ vertical shoring as often as possible. This will minimize the amount of road surface that will be disturbed at a given location.  
6. Sequence the construction of each roadway improvement to minimize disruption to residents and businesses. |                            |            |
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| Prior to Issuance of the First Building Permit | 7. Establish offsite parking and staging areas, where practical and possible, to minimize the impact to existing level of service on adjacent roadways. These offsite parking and staging areas will allow a dispersion of traffic flow to noncritical areas and will encourage bussing of construction workers from the offsite areas to the construction sites. (PDF 3.8-6)  
g. Infrastructure Coordination Plan showing how the project improvement construction schedules and haul routes will be coordinated with other areawide improvements. The applicant shall coordinate with the Convention Center and area hotels to ensure continued operations of these facilities, as well as the continued operation of the existing Disneyland theme park and Disneyland Hotel. (PDF 3.8-7)  
h. An Infrastructure Improvement Master Phasing Plan containing (a) infrastructure layout, (b) sizing, including supporting calculations, and (c) infrastructure construction phasing. (PDF 3.8-8) |                                                                 |                                                      |            |
<p>| Prior to Approval of the First Grading Plan for Phase II of the Disneyland Resort |                                                                                                                                                                                                                                                                                                                                                                                                  |                                                            |            |
| Ongoing During Project Construction        | The applicant shall submit a quarterly update report showing construction activities for the upcoming quarter which shall include traffic mitigation and control planning and construction scheduling. (PDF 3.8-9)                                                                                                                                                             | Public Works Department; Planning Department, Planning Division |            |</p>
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<td>Ongoing During Construction</td>
<td>To decrease solid waste resulting from the construction phases, asphalt and concrete which is demolished as a part of project demolition and construction may be crushed and reused on the project site. (PDF 3.8-10*)</td>
<td>Public Works Department, Development Services Division</td>
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<td>Prior to Approval of Each Grading Plan</td>
<td>The applicant shall show how the project will be in compliance with the Traffic Mitigation and Construction Phasing and Control Plan. (PDF 3.8-11)</td>
<td>Public Works/ Department, Traffic and Transportation Division; Planning Department, Planning Division</td>
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<td>EMPLOYMENT, POPULATION, AND HOUSING</td>
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<td>Refer to Note #7 on page 1.</td>
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<td>Varies</td>
<td>The applicant shall implement the project design feature included herein or its environmental equivalent. The City of Anaheim Planning Department will ensure compliance through the mitigation monitoring process. (3.9-1*)</td>
<td>Refer to Note #7 on page 1.</td>
</tr>
<tr>
<td>Ongoing During Project Operations</td>
<td>The existing Disneyland theme park and Disneyland Hotel special employment programs such as summer employment for teachers and educational programs offering local high schools students jobs will continue. The Walt Disney Company will also aggressively recruit workers who are already a part of the resident work force in the region. Implementation of The Disneyland Resort Specific Plan will further efforts in offering employment opportunities at various socioeconomic levels. (PDF 3.9-1*)</td>
<td>Planning Department, Planning Division</td>
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<td>PUBLIC SERVICE AND UTILITIES - FIRE</td>
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<td>Refer to Note #7 on page 1.</td>
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<td>Varies</td>
<td>The applicant shall implement all project design features or their environmental equivalent. The City of Anaheim Planning Department will ensure compliance through the mitigation monitoring process. (3.10.1-1)</td>
<td>Refer to Note #7 on page 1.</td>
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<td>Prior to Commencement of Structural Framing on Each Parcel or Lot</td>
<td>Onsite fire hydrants shall be installed and charged, as required, by the property owner/developer. (3.10.1-2)</td>
<td>Fire Department</td>
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<td>Prior to Approval of Each Grading Plan</td>
<td>The property owner/developer shall submit an emergency fire access plan to ensure that service to the site is in accordance with Fire Department service requirements. (3.10.1-3)</td>
<td>Fire Department</td>
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<td>Prior to Issuance of Each Building Permit</td>
<td>The property owner/developer shall submit a Construction Fire Protection Plan which shall include detailed design plans for accessibility of emergency fire equipment, fire hydrant location, and any other construction features required by the Fire Marshal. The property owner/developer shall be responsible for securing facilities acceptable to the Fire Department and hydrants shall be operational with required fire flow. (3.10.1-4)</td>
<td>Fire Department</td>
</tr>
<tr>
<td>Prior to Issuance of Each Building Permit; to be Implemented Prior to Each Final Building and Zoning Inspection</td>
<td>Plans shall indicate that all buildings, exclusive of parking structures, shall have sprinklers installed by property owner/developer. (3.10.1-5)</td>
<td>Fire Department</td>
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| Prior to Issuance of Each Building Permit | Plans shall be submitted to ensure that development is in accordance with the City of Anaheim Fire Department Standards, including:  
  a. Overhead clearance shall not be less than 14 feet for the full width of access roads.  
  b. Bridges and underground structures to be used for Fire Department access shall be designed to support Fire Department vehicles weighing 75,000 pounds.  
  c. All underground tunnels shall have sprinklers. Water supplies are required at the entrances. Standpipes shall also be provided when determined to be necessary by the Fire Department.  
  d. Adequate off-site public fire hydrants contiguous to the Specific Plan area and onsite private fire hydrants shall be provided by the property owner/developer. The precise number, types, and locations of the hydrants shall be determined during building permit review. Hydrants are to be a maximum of 400 feet apart.  
  e. A minimum residual water pressure of 20 psi shall remain in the water system. Flow rates for public parking facilities shall be set at 1,000 to 1,500 gpm. (3.10.1-6) | Fire Department |            |
| Prior to Issuance of the First Building Permit in Phase II | The property owner/developer shall enter into an agreement with the City of Anaheim to pay or cause to be paid its fair share of the funding for one additional fire inspector to maintain adequate levels of service of ongoing fire inspection of the Project and in the Anaheim Resort. (3.10.1-7) | Fire Department; City Attorney's Office |            |
| Prior to Issuance of the First Building Permit for Phase II of the Disneyland Resort, Excluding Permits for Demolition or the Relocation of the Existing SCE Transmission Lines | The EIR identifies the following equipment in connection with the Project, other development within the C-R Overlay and District A of the Disneyland Resort Specific Plan Area, and cumulative development in the Anaheim Resort:

- A vehicle equipped with specialty tools and equipment to enable the Fire Department to provide heavy search and rescue response capability.

- A medical triage vehicle/trailer, equipped with sufficient trauma dressings, medical supplies, stretchers, etc., to handle 1,000 injured persons, and an appropriate storage facility.

- One additional fire truck company.

- One additional Paramedic company.

- Modification to existing fire stations to accommodate the additional fire units.

To implement this requirement as it applies to the applicant, the applicant shall provide or cause to be provided funding for the following equipment:

- One fire truck company;

- One paramedic company; and

- Modifications to existing fire stations to accommodate the fire truck company and the paramedic company.

The applicant shall not be required to contribute to the purchase of the other equipment identified in the Final EIR because the applicant has or will provide its own emergency response equipment and personnel. | Fire Department; City Attorney's Office |
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<td>The City recognizes that these improvements will serve not only the applicant but also other property owners/developers in the Specific Plan area, the Anaheim Resort, and the service area, each of which should contribute its allocable share of the cost of the improvements. To implement this requirement as it applies to other property owners/developers in the Specific Plan area, the Anaheim Resort, and the service area, the City shall, and shall make appropriate arrangements with other public agencies, if any, to reimburse the applicant to the extent that its contributions for these improvements exceed the applicant’s allocable share of the cost. Such arrangements shall include one or more of the following: (1) creation of integrated financing districts; (2) entry into a reimbursement agreement with the applicant; (3) creation of appropriate community facilities districts, assessment districts, and/or the use of similar public financing districts and/or mechanisms; and (4) creation of such other mechanisms or districts as may be appropriate to provide for the reimbursement of these costs. The determination of the allocable share of improvement costs attributable to the applicant and other property owners/developers, and reimbursement amounts, shall be based on an apportionment of the costs of such equipment and personnel among property owners/developers, including the applicant, in the Specific Plan area, the Anaheim Resort, or the otherwise defined service area, as applicable, depending on the area served.</td>
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<td>To implement this mitigation measure, the City has adopted the Fire Protection Facilities and Paramedic Services Impact Fee Program. Compliance with this Program by the property owner/developer (per Ordinance No. 5496 and Resolution No. 95R-73 dated May 16, 1995) shall satisfy the requirements of this Mitigation Measure, or the City may enter into alternative financing arrangements with the applicant. (3.10.1-8)</td>
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| Prior to Approval of Street Improvement Plans | The water supply system shall be designed by the property owner/developer to provide sufficient fire flow pressure and storage for the proposed land use and fire protection in accordance with Fire Department requirements.  
(3.10.1-9) | Fire Department; Public Utilities Department, Water Services |            |
| Prior to Each Final Building and Zoning Inspection | The property owner/developer shall place emergency telephone service numbers in prominent locations as approved by the Fire Department.  
(3.10.1-10) | Fire Department |            |
| Prior to Final Building and Zoning Inspections for the Second Theme Park; Ongoing During Project Operation | The existing services and capabilities of the Disneyland Fire Department shall be extended within the Disneyland Resort. Existing services include preconstruction checks, preinvestigation of fires and alarms, preplanning for fires and evacuations, fire prevention program activities, and monitoring of pyrotechnics and special effects.  
(PDF 3.10.1-1*) | Fire Department |            |
| PUBLIC SERVICE AND UTILITIES - POLICE | Varies | Refer to Note #7 on page 1. |            |
| Ongoing During Operation of the Disneyland Resort | The operator of the public parking facilities shall provide an adequate staff of private security officers for patrol and surveillance of the facilities.  
(3.10.2-2*) | Police Department |            |
| Prior to the Issuance of the First Building Permit for Phase II of the Disneyland Resort (excluding the Relocation of the SCE Transmission Lines) | The property owner/developer shall enter into an agreement with the City of Anaheim to pay or cause to be paid its fair share of the funding for police personnel and equipment necessary to meet the service needs of the Anaheim Resort.  
(3.10.2-3) | Police Department, City Attorney |            |
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| Prior to Final Building and Zoning Inspections for the Second Theme Park | The applicant shall provide space within The Disneyland Security Office, to support the Anaheim Police Department to the satisfaction of the Police Department, based on the following criteria:  
  - During the design phase of the security area, a police representative shall be kept informed of the plans for the security area.  
  - All facilities shall be within The Disneyland Resort Security Office on a shared basis.  
  - Separate holding rooms for adult and juvenile offenders shall be provided for the use of the Disneyland Security Department.  
  - Additional private interview rooms shall be made available for the shared use of the Anaheim Police Department and the Disneyland Security Department, including adequate areas for onsite storage needs and a common area for computers. (3.10.2-4) | Police Department           |            |
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| Prior to Issuance of Each Building Permit for Parking Structures | The Police Department shall review the safety measures incorporated into the building plans for the parking structures within the Specific Plan area to be submitted by the property owner/developer. The security measures shall include the following or other substitute security measures as may be approved by the Police Department:  
* For the West and East Public Parking Structure, and the Southwest Parking Facility, closed circuit television surveillance and recording equipment shall be provided.  
* For the hotel parking structures, closed circuit television surveillance and recording equipment shall be provided.  
* For the Disneyland Administration Building and the South Parking Area (south of Katella Avenue and west of Haster Street), guarded entrance and exit gates shall be provided.  
(3.10.2-5)                                                                 | Police Department                                                       |
| Ongoing During Operation of the Disneyland Resort | The applicant shall continue to provide anti-gang and substance abuse educational programs which are currently provided for park security cast members.  
(3.10.2-6*)                                                                 | Police Department                                                       |
| Ongoing During Operations                  | The Disneyland Security Department shall be expanded to provide equivalent levels of service to the entire Disneyland Resort. These services will include initial response, investigation, and report writing. Entry points to the theme parks will be patrolled by the Disneyland Security Department.  
(PDF 3.10.2-1*)                                                                 | Police Department                                                       |
| Prior to Issuance of Each Building Permit for Each Parking Facility; to be Implemented Prior to Final Building and Zoning Inspections | In the West and East Public Parking Structures and in the hotel parking structures, closed circuit television monitoring and recording or other adequate security measures will be used extensively.  
(PDF 3.10.2-2)                                                                 | Police Department                                                       |
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<td>Ongoing During Project Operation</td>
<td>The applicant shall continue to provide and expand its Court Liaison program to meet the needs of the Disneyland Resort. (PDF 3.10.2-3)*.</td>
<td>Police Department</td>
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<td>PUBLIC SERVICE AND UTILITIES - SOLID WASTE</td>
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<tr>
<td>Varies</td>
<td>The applicant shall implement all project design features or their environmental equivalent. The City of Anaheim Planning Department will ensure compliance through the mitigation monitoring process. (3.10.3-1)</td>
<td>Refer to Note #7 on page 1.</td>
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<td>Prior to Final Zoning and Building Inspections</td>
<td>Excluding the relocation of SCE transmission lines, the Disneyland Administration Building and demolition, the property owner/developer shall submit project plans to the Director of Maintenance for review and approval to ensure that the plans comply with AB 939, the Solid Waste Reduction Act of 1989, as implemented by the City of Anaheim, the County of Orange Integrated Waste Management Plan, and the City of Anaheim Integrated Waste Management Plan, administered by the Department of Maintenance. (3.10.3-2)</td>
<td>Maintenance Department</td>
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| Prior to Final Zoning and Building Inspection; to be Implemented During Operation of the Theme Parks | A solid waste management plan shall be submitted for review and approval by the applicant for the Disneyland Resort theme parks to ensure that the project plans comply with AB 939, as administered by the City of Anaheim, and the County's and City's Integrated Waste Management Plans. Waste management mitigation measures that shall be taken to reduce solid waste generation shall include:  
  a. Detailing the locations and design of back-of-house recycling facilities.  
  b. Complying with all Federal, State, and City regulations for hazardous material disposal.  
  c. Continuing participation in the City of Anaheim's voluntary "Recycle Anaheim" program or other substitute program as may be developed by the City.  
  In order to meet the requirements of the Solid Waste Reduction Act of 1989 (AB 939), the applicant shall implement numerous solid waste reduction programs at the Disneyland Resort, including:  
  • Facilitating paper recycling by providing chutes or convenient locations for sorting and recycling bins.  
  • Facilitating cardboard recycling (especially from retail areas) by providing adequate space and centralized locations for collection and baling.  
  • Facilitating glass recycling (especially from restaurants) by providing adequate space for sorting and storing.  
  • Providing trash compactors for nonrecyclable materials whenever feasible to reduce the total volume of solid waste and the number of trips required for collection.  
  • Prohibition of curbside pick-up within the Disneyland Resort. (3.10.3-3) | Maintenance Department; Fire Department; Environmental Protection Section (for hazardous material disposal) |
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| Prior to Final Building and Zoning Inspections for the Second Theme Park; and continuing on an Ongoing Basis During Project Operation | The existing solid waste recycling and waste minimization practices at the Disneyland theme park shall be expanded as feasible to serve the Disneyland Resort. Existing practices include:  
- Usage of recycled paper products for stationery, letterhead, and packaging.  
- Recovery of materials such as aluminum and cardboard.  
- Collection of office paper for recycling.  
- Collection of polystyrene (foam) cups for recycling.  
- Collection of glass, plastics, kitchen grease, laser printer toner cartridges, oil, batteries, and scrap metal for recycling or recovery. (PDF 3.10.3-1) | Maintenance Department | |
## THE DISNEYLAND RESORT SPECIFIC PLAN

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<tr>
<td>Prior to Final Building and Zoning Inspections for the Second Theme Park</td>
<td>Substantial area within the Disneyland Resort has been designed to encourage utilization by pedestrians in a park-like setting linking key areas of the project. The pedestrian amenities will include landscaped pedestrian walkways linking West Street/Disneyland Drive to Harbor Boulevard; and a new entry plaza for Disneyland and the Second Theme Park where the guest transportation system will drop off guests from the parking facilities and hotels. (PDF 3.10.4-1)</td>
<td>Planning Department, Planning Division; Public Works/Department, Design Division</td>
<td></td>
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<tr>
<td>Prior to Final Building and Zoning Inspections for the Second Theme Park</td>
<td>The applicant will provide an eating area, outside the paid gates, easily accessible to park guests, within the Theme Park District for those who bring their own food. Design features will include a 50-table layout with comparable spacing to other theme park eating areas. Drinking fountains, security, landscaping, lighting, vending machines, and nearby restrooms/locker facilities will be provided. (PDF 3.10.4-2)</td>
<td>Community Services Department, Parks Division</td>
<td></td>
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<tr>
<td>Varies</td>
<td>The applicant shall implement all project design features or their environmental equivalent. The City of Anaheim Planning Department will ensure compliance through the mitigation monitoring process. (3.10.5-1)</td>
<td>Refer to Note #7 on page 1.</td>
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<td>Prior to Issuance of Each Building Permit</td>
<td>The property owner/developer shall provide proof that school impact fees have been paid consistent with State statute. (3.10.5-2)</td>
<td>Planning Department, Building Division</td>
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| Ongoing During Project Operations | The existing Disneyland theme park has developed and/or has engaged in a series of educational programs in cooperation with the local community and regional agencies and organizations, designed to enhance and complement the educational opportunities and experiences for the youth. The 10 educational programs that currently exist are indicated below (see Section 3.10.5, Schools, for detailed information regarding these programs):  
  1. The Disneyland Creativity Challenge Awards Program  
  2. Orange County Young Listeners Concerts  
  3. Junior Achievement (JA)  
  4. Work Exposure Day at Disneyland  
  5. Disney Magic Music Days  
  6. Job Search Strategy Class  
  7. "Free From Drugs" Program  
  8. Job Training Opportunities  
  9. School Support Programs  
  10. CIF Champion Celebration | Planning Department, Planning Division                                                         |------------|
|                                | The applicant will continue these programs and/or substitute similar programs of equal importance. (PDF3.10.5-1) |                                                      |            |
|                                | **PUBLIC SERVICE AND UTILITIES - WATER**                                                      |                                                      |            |
| Varies                         | The applicant shall implement all project design features or their environmental equivalent. The City of Anaheim Planning Department will ensure compliance through the mitigation monitoring process. (3.10.6-1) | Refer to Note #7 on page 1.                          |            |
### THE DISNEYLAND RESORT SPECIFIC PLAN

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| Prior to Issuance of Each Building Permit or Approval of Each Landscape Plan. Whichever Occurs First; to be Implemented Prior to Final Zoning and Building Inspections; and, Continuing on an Ongoing Basis During Project Operation | Among the water conservation measures to be shown on plans and implemented by the property owner/developer (to the extent feasible within the Theme Park District) within the Specific Plan area include the following:  
  - Use of low-flow sprinkler heads in irrigation system.  
  - Use of waterway re-circulation systems.  
  - Low-flow fittings, fixtures, and equipment, including low flush toilets and urinals.  
  - Use of self-closing valves on drinking fountains.  
  - Use of reclaimed water for irrigation and washdown when it becomes available.  
  - Continuation of the existing cooling tower recirculation system.  
  - Use of efficient irrigation systems such as drip irrigation and automatic systems which use moisture sensors.  
  - Low-flow shower heads in hotels.  
  - Water-efficient ice machines, dishwashers, clothes washers, and other water-using appliances.  
  - Use of irrigation systems primarily at night when evaporation rates are lowest.  
  - Provide information to the public in conspicuous places regarding water conservation.  
  - Use of water-conserving landscape plant materials wherever feasible.  
  - Use of vacuum and other equipment to reduce the use of water for washdown of exterior areas. (3.10.6-2) | Utilities Department, Resource Efficiency Section; Community Services Department, Parks Division; Planning Department, Building Division |
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<td>Prior to Each Final Zoning and Building Inspection</td>
<td>The property owner/developer shall submit a certified water audit for landscape irrigation systems except for areas within the Theme Parks: (3.10.6-3)</td>
<td>Utilities Department, Resource Efficiency Section</td>
<td></td>
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<td>Prior to Issuance of the First Building Permit for the Disneyland Administration Building; to be Implemented Prior to Final Building and Zoning Inspections for the Disneyland Administration Building</td>
<td>The existing 12-inch water main between Ball Road and the southeast corner of the Disneyland Administration Building site will be replaced by the applicant with a new 16-inch diameter main to the satisfaction of the Public Utilities Department. (3.10.6-4)</td>
<td>Utilities Department, Water Services</td>
<td>Completed</td>
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<td>Prior to Issuance of the First Building Permit for Phase II, Excluding Permits for the Demolition or Relocation of the Existing SCE Transmission Lines</td>
<td>For construction in the back-of-house area, excluding the Disneyland Administration Building, the existing 12 and 10-inch water mains located between the southeast corner of the Disneyland Administration Building site and Harbor Boulevard north of Manchester Avenue will be replaced with a new 16-Inch water main to the satisfaction of the Public Utilities Department. (3.10.6-5)</td>
<td>Utilities Department, Water Services; City Attorney's Office</td>
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<td>Prior to Issuance of the First Building Permit for Phase II, Excluding Permits for Demolition or the Relocation of the Existing SCE Transmission Lines; to be Implemented in Accordance with the Approved Phasing Plan</td>
<td>The applicant shall submit for review and approval an engineering report and phasing plan demonstrating the incorporation of the following water system improvements into The Disneyland Resort. The applicant shall construct or cause to be constructed the following improvements:</td>
<td>Utilities Department, Water Services; City Attorney's Office</td>
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<td>a. The existing 8-inch water main in Clementine Street from Katella Avenue to Freedman Way shall be replaced by a 20-inch water main.</td>
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<td>b. The existing 10-inch water main in Freedman Way from Clementine Street to Harbor Boulevard shall be replaced by a 20-inch water main.</td>
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<td>c. The existing 10-inch water main in Harbor Boulevard from Katella Avenue to Freedman Way shall be replaced by a 20-inch water main.</td>
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<td>d. The 12-inch water main in Katella Avenue from Harbor Boulevard to Clementine Street shall be replaced by a 20-inch water main.</td>
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<td>e. The existing 10-inch water main in Harbor Boulevard from Freedman Way to Harbor Boulevard north of Manchester Avenue shall be replaced by a 16-inch water main.</td>
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<td>The City recognizes that these improvements will serve not only the applicant but also other property owners/developers in the Specific Plan area, the Anaheim Resort and the service area, each of which should contribute its allocable share of the cost of these improvements. To implement this requirement as it applies to other property owners/developers in the Specific Plan area, the Anaheim Resort, and the service area, the City shall, and shall make appropriate arrangements with other public agencies, if any, to reimburse the applicant to the extent that its contributions for these improvements exceed the applicant's allocable share of the cost. Such arrangements shall include one or more of the following: (1) creation of integrated financing districts; (2) entry into a reimbursement agreement with the applicant; (3) creation of appropriate community facilities districts, assessment districts, and/or use of similar public financing districts and/or mechanisms; and (4) creation of other such mechanisms or districts as may be appropriate to provide for the reimbursement of these costs. The determination of the allocable share of improvement costs attributable to the applicant and other property owners/developers, and reimbursement amounts, shall be based on an apportionment of the costs of such improvements among property owners/developers, including the applicant, in the Specific Plan area, the Anaheim Resort, or otherwise defined service area, as applicable, depending on the area served. To implement this mitigation measure, the City has adopted the Anaheim Resort Water Facilities Fee Program (Rule 15E of the Water Rates, Rules and Regulations). Compliance with this Fee Program by the property owner/developer (per Resolution No. 95R-140, effective September 1, 1995) shall satisfy the requirements of this Mitigation Measure, or the City may enter into alternative financing arrangements with the applicant. (3.10.6-6)</td>
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<tr>
<td>Prior to Issuance of the First Building Permit for Phase II, Excluding Permits for Demolition or the Relocation of the Existing SCE Transmission Lines</td>
<td>The applicant shall submit for review and approval an Engineering Report and Phasing Plan demonstrating the incorporation of a new water supply well in the vicinity of Clementine Street and Freedman Way. (3.10.6-7)</td>
<td>Utilities Department, Water Services; City Attorney's Office</td>
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<tr>
<td>Prior to Final Building and Zoning Inspections for Phase II</td>
<td>The applicant shall fund or cause to be funded the drilling of a new water supply well in the vicinity of Clementine Street and Freedman Way. (3.10.6-8)</td>
<td>Utilities Department, Water Services; City Attorney's Office</td>
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</table>
| Prior to Final Building and Zoning Inspections for the Second Theme Park | The applicant shall cause to be constructed the site improvements for the well in the vicinity of Clementine Street and Freedman Way.  
The City recognizes that these improvements will serve not only the applicant but also other property owners/developers in the Specific Plan area, the Anaheim Resort, and the service area, each of which should contribute its allocable share of the cost of these improvements. To implement this requirement as it applies to other property owners/developers in the Specific Plan area, the Anaheim Resort, and the service area, the City shall, and shall make appropriate arrangements with other public agencies, if any, to reimburse the applicant to the extent that its contributions for these improvements exceed the applicant's allocable share of the cost. Such arrangements shall include one or more of the following: (1) creation of integrated financing districts; (2) entry into a reimbursement agreement with the applicant; | Utilities Department, Water Services; City Attorney's Office |            |
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<td>(3) creation of appropriate community facilities districts, assessment districts, and/or use of similar public financing districts and/or mechanisms; and (4) creation of other such mechanisms or districts as may be appropriate to provide for the reimbursement of these costs. The determination of the allocable share of improvement costs attributable to the applicant and other property owners/developers, and reimbursement amounts, shall be based on an apportionment of the costs of such improvements among property owners/developers, including the applicant, in the Specific Plan Area, the Anaheim Resort or otherwise defined service area, as applicable, depending on the area served. The City has adopted the Anaheim Resort Water Facilities Fee Program (Rule 15E of the Water Rates, Rules and Regulations). Compliance with this Fee Program by the property owner/developer (per Resolution No. 95R-140, effective September 1, 1995) shall satisfy the requirements of this mitigation measure. It is noted that the City may require the applicant to provide an advance in accordance with Rule 15E of the Water Rates, Rules and Regulations to complete the site improvements for the new water supply well for which the drilling phase was previously completed under Mitigation Measure No. 3.10.6-8. The City may also enter into alternative financing arrangements with the applicant to ensure that this mitigation measure is implemented. (3.10.6-9)</td>
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<tr>
<td>Prior to Each Final Building and Zoning Inspection for the Disneyland Resort</td>
<td>The Disneyland Resort will be developed with piping onsite to use reclaimed water when it is available from the County Sanitation District of Orange County (CSDOC), for use in the Disneyland Resort waterways and for irrigation. (PDF 3.10.6-1)</td>
<td>Utilities Department, Water Services</td>
<td></td>
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| To be Shown on Street Improvement Plans; to be Implemented Prior to Street Relocation or Final Building and Zoning Inspections for the Second Theme Park, Whichever Occurs First | With development of the Disneyland Resort, some street rights-of-way will be relocated, therefore requiring relocation of the utilities. The following improvements are included in the development of the Disneyland Resort:  
  - The existing 10-inch water main in Cerritos Avenue between Walnut Street and West Street/Disneyland Drive will be abandoned with the proposed realignment of this portion of Cerritos Avenue, and a new 12-inch water main will be installed in the new Cerritos Avenue right-of-way.  
  - The existing 12-inch and 14-inch water mains in West Street/Disneyland Drive will be replaced with a 20-inch water main and relocated with the realignment of the West Street/Disneyland Drive right-of-way.  
  - An onsite 12-inch dual-feed water main through the proposed Disneyland Resort from the proposed water line in West Street/Disneyland Drive to the proposed water line in Harbor Boulevard will be constructed. The dual-feed system will create two means of water supply to any point fed from this line and will ensure good fire flow protection. (PDF 3.10.6-2) | Utilities Department, Water Services         |            |
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<td>Varies</td>
<td>The applicant shall implement all project design features or their environmental equivalent. The City of Anaheim Planning Department will ensure compliance through the mitigation monitoring process. (3.10.7-1)</td>
<td>Refer to Note #7 on page 1.</td>
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<td>Prior to Issuance of the First Building Permit for the Disneyland Administration Building; to be Implemented Prior to Final Building and Zoning Inspection for the Disneyland Administration Building</td>
<td>The applicant shall submit a report indicating that the Administration Building will not increase the sewage flows to Ball Road beyond historic levels. The applicant will upgrade or parallel the existing 10-inch diameter pipe in Winston Road from the Disneyland property line to West Street/Disneyland Drive with an approximate 12-inch diameter pipe. Additionally, an upgrade or parallel pipe to the existing 10-inch diameter pipe in West Street between Winston Road and Cerritos Avenue will be provided. (3.10.7-2)</td>
<td>Public Works Department, Development Services Division and Design Division</td>
</tr>
</tbody>
</table>
| Prior to the First Final Building and Zoning Inspection for Phase II, Excluding Permits for Demolition or the Relocation of the Existing SCE Transmission Lines | The applicant shall construct or cause to be constructed the following improvements:  
- A City sewer main upgrade line or parallel sewer line to the existing 24-inch sewer main in Katella Avenue, from the existing 27-inch District sewer line at Walnut Street or Ninth Street to Harbor Boulevard.  
- A City sewer main upgrade line or parallel sewer line to the existing 15-inch sewer main in Harbor Boulevard from Katella Avenue to Manchester Avenue. | Public Works Department, Design Division; City Attorney's Office                             |
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<td>The City recognizes that these improvements will serve not only the applicant but also other property owners/developers in the Specific Plan area, the Anaheim Resort, and the service area, each of which should contribute its allocable share of the cost of these improvements. To implement this requirement as it applies to other property owners/developers in the Specific Plan area, the Anaheim Resort, and the service area, the City shall, and shall make appropriate arrangements with other public agencies, if any, to reimburse the applicant to the extent that its contributions for these improvements exceed the applicant's allocable share of the cost. Such arrangements shall include one or more of the following: (1) creation of integrated financing districts; (2) entry into a reimbursement agreement with the applicant; (3) creation of appropriate community facilities districts, assessment districts, and/or use of similar public financing districts and/or mechanisms; and (4) creation of other such mechanisms or districts as may be appropriate to provide for the reimbursement of these costs. The determination of the allocable share of improvement costs attributable to the applicant and other property owners/developers, and reimbursement amounts, shall be based on an apportionment of the costs of such improvements among property owners/developers, including the applicant, in the Specific Plan area, the Anaheim Resort, or otherwise defined service area, as applicable, depending on the area served. To implement this mitigation measure, the City has adopted the Sewer Impact and Improvement Fee Program for the South Central City Area. Compliance with this Fee Program by the property owner/developer (per Ordinance No. 5490 and Resolution No. 95R-60 dated April 18, 1995) shall satisfy the requirements of this Mitigation Measure, or the City may enter into alternative financing arrangements with the applicant. (3.10.7-3)</td>
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| To be Shown on Street Improvements Plans; to be Implemented Prior to Final Building and Zoning Inspection for the Second Theme Park | With development of the Disneyland Resort, some street rights-of-way will be realigned, therefore requiring concurrent relocation of the sewer line to the proposed rights-of-way as follows:  
   - Reconstruction of the existing pipeline in West Street/Disneyland Drive when the street alignment is implemented.  
   - Construction of a 15-inch to 21-inch pipeline in Cerritos Avenue between West Street/Disneyland Drive and Walnut Street when the existing street is abandoned and relocated.  
   - Construction of a 12-inch pipeline in West Street/Disneyland Drive from Winston Road to Cerritos Avenue. (PDF 3.10.7-1) | Public Works Department, Design Division                         |            |
<p>| Varies                                      | The applicant shall implement all project design features or their environmental equivalent. The City of Anaheim Planning Department will ensure compliance through the mitigation monitoring process. (3.10.8-1) | Refer to Note #7 on page 1.                            |            |</p>
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<td>Prior to Approval of Grading Plans; to be Constructed Prior to Final Building and Zoning Inspections for the Second Theme Park</td>
<td>Excluding the relocation of the SCE transmission lines or demolition, a detailed drainage study and plan that identifies either no increase in area historic drainage flows and no changes in area historic drainage patterns, except as already addressed through Project Design Features; or, that identifies additional drainage improvements to meet multi-year storm design frequency discharges for Phase II and Phase III improvements and to protect property in the event of a 100-year storm design frequency shall be submitted for review and approval. It is noted that the City has adopted the Storm Drain Impact and Improvement Fee Program for the South Central City Area. Compliance with this Fee Program by the property owner/developer (per Ordinance No. 5491 and Resolution No. 95R-61 dated April 18, 1995) shall satisfy the requirements of this Mitigation Measure, or the City may enter into alternative financing arrangements with the applicant. (3.10.8-2)</td>
<td>Public Works Department, Development Services Division</td>
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<td><strong>To be Shown on Street Improvement Plans; to be Implemented Prior to the First Final Building and Zoning Inspection for the South Parking Area</strong></td>
<td>The applicant shall construct or cause to be constructed detention/retention facilities in the South Parking Area to ensure that the storm water runoff from the Future Expansion District does not increase area historic drainage flows and does not alter historic drainage patterns. (3.10.8-3)</td>
<td>Public Works Department, Development Services Division</td>
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<tr>
<td><strong>To be Shown on Street Improvement Plans; to be Implemented Prior to Final Building and Zoning Inspections for the Second Theme Park</strong></td>
<td>If the proposed runoff will be discharging at or below area historic levels, and consistent with area historic patterns, The Disneyland Resort tributary to the Katella Avenue drainage basin will not be required to implement drainage main line infrastructure improvements. Detention/retention facilities of storm runoff may be considered in the final design phase of the overall public system; however, such proposed detention/retention facilities must have maintenance guarantees and would be required to meet strict design criteria so that they may function properly in multi-year storm design frequencies. (PDF 3.10.8-1)</td>
<td>Public Works Department, Design Division'</td>
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<tr>
<td><strong>To be Shown on Street Improvement Plans; to be Implemented Prior to Final Building and Zoning Inspections for the Second Theme Park</strong></td>
<td>Due to the proposed relocation of the portion of Cerritos Avenue between Walnut Street and West Street/Disneyland Drive, the existing storm drain lines in this part of Cerritos Avenue will be abandoned. As part of the reconstruction of Cerritos Avenue, a new storm drain line will be installed from West Street/Disneyland Drive within the new right-of-way to Walnut Street, and then in existing right-of-way along Walnut Street and Cerritos Avenue to the ABC Channel. (PDF 3.10.8-2)</td>
<td>Public Works Department, Design Division</td>
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<tr>
<td><strong>To be Shown on Street Improvement Plans; to be Implemented Prior to Final Building and Zoning Inspection for the Second Theme Park</strong></td>
<td>Due to the lowering of a portion of West Street/Disneyland Drive, a new storm drain line with a pump system shall be constructed to pump water from the sump area to the proposed Cerritos Avenue storm drain line. (PDF 3.10.8-3)</td>
<td>Public Works Department, Design Division</td>
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<td>To be Shown on Street Improvement Plans; to be Implemented Prior to Final Building and Zoning Inspection for the Second Theme Park</td>
<td>Storm drain laterals are required as part of normal street construction and are listed as follows: New storm drain laterals will be constructed in West Street/Disneyland Drive north of Katella Avenue to drain runoff to Katella Avenue; in West Street/Disneyland Drive north of the realigned Cerritos Avenue to drain runoff to Cerritos Avenue; and, in Walnut Street north of existing Cerritos Avenue; and in Walnut Street north of Katella Avenue to drain runoff to Katella Avenue. All will be designed in compliance with the Master Plan of Drainage for the South Central City Area. (PDF 3.10.8-4)</td>
<td>Public Works Department, Design Division</td>
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**PUBLIC SERVICE AND UTILITIES - ELECTRICITY**

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<td>Varies</td>
<td>The applicant shall implement all project design features or their environmental equivalent. The City of Anaheim Planning Department will ensure compliance through the mitigation monitoring process. (3.10.9-1)</td>
<td>Refer to Note #7 on page 1.</td>
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<tr>
<td>Prior to Issuance of Each Building Permit</td>
<td>The property owner/developer shall submit plans showing that each of the project's buildings will comply with the State Energy Conservation Standards for New Residential and Nonresidential Buildings (Title 24, Part 6, Article 2, California Code of Regulations). (3.10.9-2)</td>
<td>Utilities Department, Resource Efficiency Section</td>
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<td>Prior to issuance of the first Building Permit for Phases II and III</td>
<td>The applicant shall enter into an agreement with the City of Anaheim to address the need, timing and financial responsibility for improvements required to serve the increase in electrical demand associated with development of the Disneyland Resort project. Pursuant to this agreement, the applicant shall provide demand projections to the City based on the applicant's development plans. When warranted by demand projections of the project, the applicant shall construct or cause to be constructed a maximum 100 MVA substation and associated facilities on the Disneyland Resort property to accommodate the increased demand. This requirement will not be necessary until the demand from the project of the existing and new Disneyland Resort project exceeds 45 MVA. The substation site shall comply with all City requirements for the necessary installation and maintenance within or crossing rights-of-way. (3.10.9-3)</td>
<td>Utilities Department, Electrical Engineering Division, City Attorney's Office</td>
<td></td>
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| Prior to Issuance of Building Permit for the undergrounding of the SCE 220kV Electrical Lines | If the SCE 220kV electrical lines are to be undergrounded, then a leak response/safety plan shall be submitted for review and approval and will include, at a minimum, the following information:  
   a. Leak and spill procedure  
   b. Location of absorbent materials and containers  
   c. Storage and handling procedures  
   d. First aid measures  
   The plan shall outline the procedures for responding to a leak or other events identified by the Fire Department. (3.10.9-4) | Fire Department |
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<td>Prior to Final Building and Zoning Inspection for the Second Theme Park</td>
<td>The Southern California Edison transmission lines that cross the existing Disneyland South Parking Lot will be relocated, with the 66kV lines undergrounded and the 220kV lines in an aerial configuration. (PDF 3.10.9-1)</td>
<td>Planning Department, Planning Division</td>
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<tr>
<td>Prior to Final Building and Zoning Inspection for the Second Theme Park</td>
<td>Coordinate with the Southern California Edison Company for the relocation of the 220 kV lines and 66kV lines presently crossing the existing Disneyland theme park parking lot. (PDF 3.10.9-1a)</td>
<td>Planning Department, Planning Division</td>
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| Prior to Issuance of Each Building Permit; to be Implemented Prior to Each Final Building and Zoning Inspection | In order to conserve energy, the Disneyland Resort shall implement numerous energy saving practices in compliance with Title 10, which may include the following:  
  - Consultation with the City energy-conservation experts for assistance with energy-conservation design features.  
  - Use of high-efficiency air conditioning systems controlled by a computerized management system including features such as a variable air volume system, a 100-percent outdoor air economizer cycle, sequential operation of air conditioning equipment in accordance with building demands, isolation of air conditioning to any selected floor or floors.  
  - Use of electric motors designed to conserve energy.  
  - Use of special lighting fixtures such as motion sensing lightswitch devices and compact fluorescent fixtures in place of incandescent lights.  
  - Use of T8 lamps and electronic ballasts. Metal halide or high-pressure sodium for outdoor lighting and parking lots. (PDF 3.10.9-2) | Utilities Department, Electrical Services | |
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<td>At Time That Relocated 220 KV Transmission Lines Are Placed in Service</td>
<td>The 220KV transmission lines will use cross-phasing and/or use other reasonable methods agreed to by SCE in the aerial alignment to minimize EMP levels. (PDF 3.10.9-3)</td>
<td>The Planning Department, Planning Division</td>
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<td>PUBLIC SERVICE AND UTILITIES - NATURAL GAS</td>
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<td>Prior to Issuance of Each Building Permit</td>
<td>The property owner/developer shall submit plans which shall ensure that buildings are in conformance with the State Energy Conservation Standards for nonresidential building (Title 24, Part 6, Article 2, California Administrative Code). (3.10.10-1)</td>
<td>Utilities Department, Energy Services</td>
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<tr>
<td>Prior to Approval of Each Final Building and Zoning Inspection</td>
<td>The Southern California Gas Company has developed several programs which are intended to assist in the selection of most energy-efficient water heaters and furnaces. The property owner/developer shall implement a program, as required, to reduce the demand on natural gas supplies. (3.10.10-2)</td>
<td>Planning Department, Building Division</td>
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<td>PUBLIC SERVICE AND UTILITIES - TELEVISION</td>
<td>Excluding the Disneyland Administration Building, a pre-project study of area television reception shall be undertaken by the applicant to determine baseline conditions. After topping out for Phase II and Phase III of the Disneyland Resort, a followup study of area television reception shall be undertaken immediately by the applicant. If the City of Anaheim determines that the proposed project creates a significant impact on broadcast television reception at local residences, a signal booster or relay system shall be installed on the roof of the tallest project building to restore broadcast television reception to its original condition as soon as practicable. (3.10.12-1)</td>
<td>Planning Department, Planning Division</td>
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<td>Varies</td>
<td>The applicant shall implement the project design features or their environmental equivalent. The City of Anaheim Planning Department will ensure compliance through the mitigation monitoring process. (3.11-1)</td>
<td>Refer to Note #7 on page 1.</td>
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<td>Prior to Approval of the First Grading Plan or Issuance of the First Demolition Permit, Whichever Occurs First, for Each Phase</td>
<td>Investigation for the presence of cryptic tanks using geophysical methods shall be conducted in the subject area for the property owner/developer by a qualified environmental professional in the areas of former service stations and those areas known or thought to have been formerly occupied by USTs and where tank removal has not been verified prior to excavation or grading in these areas. Soil sampling or a soil organic vapor survey may be required if soil sampling results are not available or indicate contamination is present above regulatory guidelines. If warranted, subsurface investigation and sampling shall be undertaken in these areas, and appropriate remediation measures developed, if necessary, before demolition, excavation, or grading takes place in these areas. (3.11-2)</td>
<td>Orange County Health Department; Fire Department, Environmental Protection Section</td>
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<td>Prior to Removal of Underground Tanks; and, During Removal of Underground Tanks</td>
<td>A permit shall be obtained for removal of underground tanks by the property owner/developer. During removal of the underground storage tank, a representative from the Environmental Protection Section shall be onsite to direct soil sampling. (3.11-3)</td>
<td>Orange County Health Department; Fire Department, Environmental Protection Section</td>
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<td>Ongoing During Remediation</td>
<td>Remediation activities conducted on behalf of the property owner/developer of surface or subsurface contamination not related to USTs shall be overseen by the Orange County Health Department. Information on subsurface contamination from an underground storage tank shall be provided to the Fire Department. (3.11-4)</td>
<td>Orange County Health Department; Fire Department, Environmental Protection Section</td>
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<td>Prior to Approval of the First Grading Plan or Issuance of the First Phase I Demolition Permit, Whichever Occurs First</td>
<td>The property owner/developer will submit a plan which details procedures that will be taken if a previously unknown UST or other unknown hazardous materials or waste is discovered onsite. (3.11-5)</td>
<td>Orange County Health Department; Fire Department, Environmental Protection Section</td>
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<td>Prior to Approval of Grading Plan for the Miller Tools/Mobile Brake Site</td>
<td>A site reconnaissance survey of the Miller Tools/Mobile Brake building shall be conducted by a qualified environmental professional for the property owner/developer to assess any potential presence of hazardous materials at this facility. Where possible, interviews with property owners and/or company representatives shall be conducted to obtain information on the hazardous material usage histories and handling practices of the sites and, if available, copies of contaminant investigation reports shall be reviewed to evaluate the presence and level of hazardous substances in the soil at each property. The results of this investigation shall be submitted to the Orange County Health Department for review and approval. If warranted, subsurface investigation and sampling shall be undertaken by a qualified environmental professional in coordination with the Orange County Health Department. Appropriate remediation measures will be developed, if necessary, before demolition, excavation, or grading take place in these areas. (3.11-6)</td>
<td>Orange County Health Department; Fire Department, Environmental Protection Section</td>
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<td>Prior to Approval of Grading Plan or Issuance of Demolition Permit, Whichever Occurs First</td>
<td>A qualified environmental consultant shall attempt to contact the current and/or known former owners of the following on behalf of a property owner/developer within the C-R Overlay Area; the 7-11 convenience store and the vacant parcels at 1340 S. West Street/Disneyland Drive and 321 West Katella Avenue to obtain information regarding the status of underground tanks and/or tank closures at these sites. If necessary, subsurface investigation and sampling shall be undertaken by a qualified environmental professional. Results of those analyses shall be submitted to the Fire Department for review and approval. The following properties have completed this measure as of July 1996: Katella Car Wash, 350 W. Katella Avenue; the Shell Service Station, 2100 S. Harbor Boulevard, National Car Rental. (3.11-7)</td>
<td>Fire Department, Environmental Protection Section</td>
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<td>Prior to Relocation of Transformers Within Non-Disney-Controlled Properties or City-Owned Transformers Within the Specific Plan Area That May Contain PCBs Which Are Being Moved or Relocated as Part of Project Development</td>
<td>The transformers shall be tested by the property owner/developer for PCBs. (3.11-8)</td>
<td>Utilities Department, Electric Services</td>
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<td>Prior to Approval of Grading Plan or Issuance of Excavation Permit</td>
<td>For the northern portion of the West Street/Disneyland Drive strawberry farm (pumphouse area), the small remaining amount of shallow soil affected by lubricating oil shall be handled and disposed of according to all applicable local, state, and federal laws and regulations. (3.11-9)</td>
<td>Orange County Health Department; Fire Department, Environmental Protection Section</td>
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<td>Prior to Approval of Grading Plan or Issuance of Excavation Permit</td>
<td>Several representative samples of shallow soils shall be collected and analyzed by the property owner/developer for pesticide and herbicide residue in the West Street/Disneyland Drive agricultural area and the S&amp;S Nurseries area. If soils containing pesticides or herbicides above regulated limits are found, remedial actions shall be carried out before disturbance of the soils. Remedial actions should consist of removal and disposal or treatment of affected soils according to all applicable local, state, and federal regulations. (3.11-10)</td>
<td>Orange County Health Department; Fire Department, Environmental Protection Section; Orange County Agriculture Department</td>
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<td>Ongoing During Project Operation</td>
<td>The current compliance efforts for hazardous materials utilized at the existing Disneyland theme park and Disneyland Hotel described under Section 3.11.1.1, shall be expanded to encompass the Disneyland Resort to ensure compliance with applicable laws and regulations. (PDF 3.11-1*)</td>
<td>Fire Department</td>
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### Cultural Resources

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| Prior to Approval of Each Grading Plan | The property owner/developer shall submit a letter identifying the certified archaeologist that has been hired to ensure that the following actions are implemented:  
   a. The archaeologist must be present at the pregrading conference in order to establish procedures for temporarily halting or redirecting work to permit the sampling, identification, and evaluation of artifacts if potentially significant artifacts are uncovered. If artifacts are uncovered and determined to be significant, the archaeological observer shall determine appropriate actions in cooperation with the property owner/developer for exploration and/or salvage.  
   b. Specimens that are collected prior to or during the grading process will be donated to an appropriate educational or research institution.  
   c. Any archaeological work at the site shall be conducted under the direction of the certified archaeologist. If any artifacts are discovered during grading operations when the archaeological monitor is not present, grading shall be diverted around the area until the monitor can survey the area.  
   d. A final report detailing the findings and disposition of the specimens shall be submitted to the City Engineer. Upon completion of the grading, the archaeologist shall notify the City as to when the final report will be submitted. (3.13-1) | Public Works Department, Development Services Division |           |
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<td>Prior to Approval of Each</td>
<td>The property owner/developer shall submit a letter identifying the certified paleontologist that has been hired to ensure that the following actions are implemented:</td>
<td>Public Works Department, Development Services Division</td>
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<tr>
<td>Grading Plan</td>
<td>a. The paleontologist must be present at the pregrading conference in order to establish procedures to temporarily halt or redirect work to permit the sampling, identification, and evaluation of fossils if potentially significant paleontological resources are uncovered. If artifacts are uncovered and found to be significant, the paleontological observer shall determine appropriate actions in cooperation with the property owner/developer for exploration and/or salvage.</td>
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<td>b. Specimens that are collected prior to or during the grading process will be donated to an appropriate educational research institution.</td>
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<td>c. Any paleontological work at the site shall be conducted under the direction of the certified paleontologist. If any fossils are discovered during grading operations when the paleontological monitor is not present, grading shall be diverted around the area until the monitor can survey the area.</td>
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<td>d. A final report detailing the findings and disposition of the specimens shall be submitted. Upon completion of the grading, the paleontologist shall notify the City as to when the final report will be submitted. (3.13-2)</td>
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<td>Prior to Issuance of Each Building Permit</td>
<td>The property owner/developer shall demonstrate on plans that fuel-efficient models of gas-powered building equipment have been incorporated into the proposed project to the extent feasible. (3.14-1)</td>
<td>Planning Department, Building Division</td>
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<td>Prior to Final Building and Zoning Inspection for the Second Theme Park; and, Ongoing During Project Operation</td>
<td>The project shall be developed in conformance with The Disneyland Resort Specific Plan and shall offer a broad diversity of theme park, retail, dining and entertainment experiences which will enhance the destination resort character of The Disneyland Resort. As a result, many visitors will extend their length of stay; thus, incremental vehicular trips to and from the site are expected to be reduced. (PDF 3.14-1*)</td>
<td>Planning Department, Planning Division</td>
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<td>Prior to Issuance of Each Building Permit for Public Day-Use Parking Facilities</td>
<td>The public parking facilities, which may be used for theme park guest parking, shall be designed in accordance with the speed parking procedures set forth in Section 7.0, Zoning and Development Standards, of the Specific Plan which will assist in reducing vehicular fuel from idling engines. (PDF 3.14-2)</td>
<td>Public Works/ Department, Traffic and Transportation Division</td>
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EXHIBIT F

Opening Day Project
Opening Day Project

1. **Theme Park**: Second-gated theme park designed to attract and accommodate a planned annual attendance of 7 million guests.

2. **Hotels**: 750 new hotel rooms (in addition to the 1,136 Disneyland Hotel rooms*) comparable in quality to Disney's Wilderness Lodge at Walt Disney World. These new hotel rooms will be integrated within or adjacent to the new theme park, and will be "Disney" or "Disneyland" branded Hotel Rooms generally marketed under the "Disney" or "Disneyland" trade-name, trademark or logo.

3. **Retail, Dining and Entertainment Uses**: Minimum of 200,000 square feet of new Retail, Dinning and Entertainment Uses.

4. **Pedestrian Plaza**: A pedestrian plaza between the two theme parks, linking Harbor Boulevard and Disneyland Drive.

5. **Parking**: At least 5,800 net new parking spaces (in addition to the number of spaces currently serving Disneyland, the Disneyland Hotel, and the Disneyland Pacific Hotel).

6. **Mitigation Measures and Conditions of Approval**: Completion of all Mitigation Measures and Conditions of Approval applicable to the foregoing.

* Approximately 145 of these Existing Hotel Rooms are to be demolished in connection with the Opening Day Project, and may be rebuilt or replaced by Disney in accordance with Section 3.2.1.3 of this Agreement.
EXHIBIT G

Illustrative Plan
Illustrative Plan

The Illustrative Plan is a graphical representation of a preliminary conceptual design and configuration of the Opening Day Project. Disney may in its discretion, modify the design, configuration, elements and content of the Illustrative Plan in connection with evolution and implementation of the Opening Day Project, consistent with the description of the Opening Day Project (Exhibit F) and the overall resort destination concept reflected in the Illustrative Plan (Exhibit G).
EXHIBIT H

Procedures Resolution
RESOLUTION NO. 82R-565


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

WHEREAS, assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and, subject to conditions of approval, will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development; and

WHEREAS, article 2.5 (commencing with Section 65864) of Chapter 4 of Title 7 of the Government Code authorizes municipalities to, by resolution or ordinance, establish procedures and requirements for the consideration of development agreements upon application by, or on behalf of, the property owner or other person having a legal or equitable interest in the property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Anaheim that, pursuant to Article 2.5 (commencing with Section 65864) of Chapter 4 of Title 7 of the Government Code, the City does hereby establish as procedures and requirements for the consideration of development agreements those certain procedures and requirements as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

BE IT FURTHER RESOLVED that Resolution No. 82R-30 be, and the same is hereby, repealed.

THE FOREGOING RESOLUTION is approved and adopted by the City Council of the City of Anaheim this 23rd day of November, 1982.

MAYOR OF THE CITY OF ANAHEIM

ATTEST:

CITY CLERK OF THE CITY OF ANAHEIM

JLM:fm
0282M
11-2-82
RESOLUTION NO. 82R-565
EXHIBIT "A"

PROCEDURES AND REQUIREMENTS
FOR
CONSIDERATION OF DEVELOPMENT AGREEMENTS

SECTIONS:

1.0 Applications.
2.0 Planning Commission Review.
3.0 City Council Actions.
4.0 Recordation.
5.0 Amendment or Cancellation of Agreement by Mutual Consent.
6.0 Periodic Review.
7.0 Modification or Termination.
8.0 Effect of Agreement.
9.0 Enforceability.
10.0 Successors and Assigns.
11.0 State and Federal Laws.
12.0 Extension of Time to Act.
APPLICATIONS.

Any person wishing to enter into a development agreement ("Development Agreement") must file an application for approval of a Development Agreement with the Planning Department and demonstrate that the project satisfies the eligibility requirements set forth in section 1.3 hereof. The form of said application ("Application") shall be as established by the Planning Director of the City of Anaheim ("Planning Director").

1.1 Fees. An Application shall be accompanied by a filing fee in such amount as may hereinafter be established from time to time by the City Council.

1.2 Applicant. An Application may be filed only by the property owner or other person having a legal or equitable interest in the property that is the subject of the Development Agreement or by that person's authorized agent ("Applicant"). The term "Applicant" shall also include any successor in interest to the property owner or successor in interest to any other person having a legal or equitable interest in the property.

1.3 Eligibility Requirements. The City finds that it may be in the City's best interest to enter into a Development Agreement when construction of the project will be phased over a several year period, is a large scale development, shall occupy substantial acreage, or in some other way requires long-term certainty on the part of the developer and the City. The City may, but shall not be deemed required to, approve a Development Agreement when the Applicant demonstrates eligibility therefor by making one or more of the following showings:
(a) That the project shall occupy at least fifty (50) acres; or

(b) That, upon completion, the project shall result in the construction of at least (i) two hundred fifty (250) dwelling units, (ii) two hundred fifty thousand (250,000) square feet of commercial-office space, or (iii) two hundred fifty thousand (250,000) square feet of industrial space; or

(c) That the project will be constructed in phases over an anticipated period of not less than five (5) years; or

(d) A project shall also be eligible if the Planning Director finds that the public health, safety or general welfare of the citizens of Anaheim will best be served by accepting an Application for consideration by the Planning Commission and City Council.

1.4 Proposed Development Agreement. Each Application shall be accompanied by a proposed Development Agreement ("Proposed Agreement").

(a) A Proposed Agreement shall specify the duration of the Agreement, the permitted uses of the property, the density or intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes.

(b) A Proposed Agreement may include conditions, terms, restrictions and requirements for subsequent discretionary actions, provided that such conditions, terms, restrictions and requirements for subsequent discretionary actions shall not prevent development of the land for the uses and to the density or intensity of the development set forth in the Agreement. A Proposed Agreement may also provide that construction shall be commenced within a
specified time and that the project or any phases thereof by completed within a specified time.

(c) A Proposed Agreement may include such additional conditions, terms, restrictions or requirements as determined by the City Council to be in the public interest.

2.0 PLANNING COMMISSION REVIEW.

2.1 Notice of Intention to Consider. Upon receipt of an Application conforming to the eligibility requirements of Section 1.3 hereof, the Planning Director shall give notice of the Planning Commission's intention to consider a recommendation to the City Council regarding adoption of a Development Agreement. Such notice and any other notices required hereunder shall be given in the manner specified in Section 65867 of the Government Code and, in addition, in the same manner notice is given for public hearings upon zoning reclassifications as provided under Section 18.03.060 of the Anaheim Municipal Code.

2.2 Public Hearing. The Planning Commission shall set and give notice of a public hearing to be held not more than thirty (30) days from receipt of an Application.

2.3 Recommendation. Not later than fifteen (15) days following completion of the public hearing before the Planning Commission, the Planning Commission shall make a recommendation in writing and transmit that recommendation and the Application to the City Council. The recommendation shall include the Planning Commission's determination of whether the Proposed Agreement is (i) consistent with the General Plan of the City of Anaheim and any applicable specific plan; (ii) compatible with the uses authorized in and the regulations prescribed for the applicable zoning district; (iii) compatible with the orderly development of property in the
surrounding area; and (iv) is not otherwise detrimental to the health, safety and general welfare of the citizens of Anaheim.

3.0 CITY COUNCIL ACTIONS

3.1 Notice of Intention to Consider. Upon receipt of the Planning Commission's recommendation, the City Clerk shall give notice of the City Council's intention to consider adoption of a Development Agreement in the same manner as set forth in Section 2.1 hereof.

3.2 Public Hearing. The City Council shall set and give notice of a public hearing to be held not more than forty-five (45) days after receipt of the recommendation of the Planning Commission.

3.3 Findings. Approval of a Development Agreement is a legislative act of the City Council and the City Council shall have absolute discretion to approve, approve with modifications, or deny any Proposed Agreement; provided, however, the City Council shall not approve any Development Agreement unless the City Council finds the provisions of the Agreement are consistent with the General Plan of the City of Anaheim and any applicable specific plan.

3.4 Decision. The City Council shall announce its findings and decision on any Development Agreement not later than ten (10) days following completion of the public hearing on such matter. Approving a Development Agreement shall be accomplished by enacting an ordinance which ordinance shall be subject to referendum in the manner set forth in Section 1303 of the City Charter of the City of Anaheim. Not later than ten (10) days following adoption of the ordinance, one copy thereof shall be forwarded to the Applicant.

3.5 Entering into a Development Agreement. If the City Council adopts an ordinance approving a Development Agreement, then the parties thereto shall execute the Development Agreement within thirty (30) days after adoption of the ordinance; provided, however,
that the Development Agreement shall not become effective until the
or the ordinance authorizing the Development Agreement also becomes effective.
The time for executing the Agreement may be extended by the mutual
consent of the City Council and the Applicant.

4.0 RECORDATION.

Within ten (10) days after the City enters into the
Development Agreement, the City Clerk shall have the Agreement recorded
with the Orange County Recorder. If the parties to the Agreement or
their successors in interest amend or cancel the Agreement as provided
in Government Code Section 65868, or if the City terminates or modifies
the Agreement as provided in Government Code Section 65865.1 for fail-
ure of the Applicant to materially comply in good faith with the terms
or conditions in the Agreement, then the City Clerk shall have notice
of such action recorded with the Orange County Recorder.

5.0 AMENDMENT OR CANCELLATION OF AGREEMENT BY MUTUAL CONSENT.

5.1 Initiation of Amendment or Cancellation. Either party
may propose an amendment to, or cancellation of, the Development
Agreement, in whole or in part, previously entered into.

5.2 Procedure. The procedure for proposing and adopting an
amendment to, or cancellation of, the Development Agreement, in whole
or in part, shall be the same as the procedure for entering into an
Agreement in the first instance; said procedure is set forth in
Sections 2 and 3 hereof. Any such proposal submitted by the Applicant
shall be accompanied by a processing fee in an amount equal to one-half
of any initial filing fee as may hereinafter be established from time to
time by the City Council pursuant to Section 1.1 hereof.

Any amendment to, or cancellation of, any Development
Agreement pursuant to this Section shall require the consent of all
parties to said Development Agreement.
6.0 PERIODIC REVIEW.

6.1 Time for Review. The City shall periodically review the Development Agreement at least once every twelve months after the City enters into the Agreement.

6.2 Applicant’s Submission. Not less than forty-five (45) nor more than sixty (60) days prior to the yearly anniversary of the date the Development Agreement was entered into, the Applicant shall submit evidence to the City Council of the Applicant’s good faith compliance with the Development Agreement and notify the City Council in writing that such evidence is being submitted to the City pursuant to the periodic review requirements of this Section. Said notification shall be accompanied by a processing fee in such amount as may hereinafter be established from time to time by the City Council.

6.3 Findings. Within forty-five (45) days after the submission of the Applicant’s evidence, the City Council shall determine upon the basis of substantial evidence whether or not the Applicant has, for the period under review, complied in good faith with the terms and conditions of the Agreement. If the City Council finds and determines on the basis of substantial evidence that the Applicant has complied in good faith with the terms and conditions of the Development Agreement during the period under review, the review for that period shall be deemed concluded. If the City Council finds and determines on the basis of substantial evidence that the Applicant has not complied in good faith with the terms and conditions of the Agreement for the period under review, the City Council may proceed to modify or terminate the Agreement, or establish a time schedule for compliance therewith, in accordance with the procedures set forth in Section 7 hereinafter.
6.4 Initiation of Review by City Council. In addition to the annual periodic review set forth in Section 6.1, 6.2 and 6.3 hereof, the City Council may at any time initiate a review of the Development Agreement upon the giving of written notice thereof to Applicant. Within thirty (30) days following the receipt of such notice, the Applicant shall submit evidence to the City Council of Applicant's good faith compliance with the Development Agreement and such review and determination shall proceed in the manner otherwise provided in Section 6 and 7 hereof.

7.0 MODIFICATION OR TERMINATION.

7.1 Notice to Applicant. If the City Council finds and determines on the basis of substantial evidence that the Applicant has not complied in good faith with the terms and conditions of the Development Agreement during the period under review and if the City Council determines to proceed with modification or termination of the Development Agreement, or establish a time schedule for compliance therewith, the City Council shall give notice to the Applicant of City Council's intention to do so within ten (10) days of making its findings under Section 6.3 hereof.

7.2 Public Hearing. The City Council shall set and give notice of a public hearing on modification or termination, or to establish a time schedule for compliance, to be held within forty-five (45) days after the City Council gives notice to the Applicant.

7.3 Decision. The City Council shall announce its findings and decision on whether the Development Agreement is to be terminated, or how the Development Agreement is to be modified, or the provisions of the Development Agreement with which Applicant must comply and a time schedule therefor, not later than ten (10) days following completion of the public hearing on such matter. Modifying or terminating
a Development Agreement shall be accomplished by enacting an ordinance. The ordinance shall recite the reasons which, in the opinion of the City Council, make the modifications or termination of the Development Agreement necessary. Not later than ten (10) days following adoption of the ordinance, one copy thereof shall be forwarded to the Applicant. The Development Agreement shall be terminated or the modified Development Agreement shall become effective on the effective date of the ordinance modifying or terminating said Agreement. Compliance with any performance time schedule established by the City Council as an alternative to modification or termination of the Development Agreement shall be subject to periodic review in the manner set forth in Sections 6 and 7 hereof and lack of good faith compliance therewith shall be a basis for termination or modification of said Development Agreement.

8.0 **EFFECT OF AGREEMENT.**

Unless otherwise provided by the Development Agreement, rules, regulations, and official policies governing permitted uses of the land, density, design, public improvements and construction standards and specifications shall be those rules, regulations and official policies in force at the time of execution of the Development Agreement. The City shall not, however, be prohibited from applying to the property which is the subject of the Development Agreement new rules, regulations and policies which do not conflict with those rules, regulations and policies set forth in the Development Agreement, nor shall the City be prohibited from denying or conditionally approving any subsequent development project application on the basis of such existing or new rules, regulations and policies.

9.0 **ENFORCEABILITY.**

Unless amended or cancelled, a Development Agreement shall be enforceable by any party thereto notwithstanding any change in any
applicable general or specific plan, zoning, subdivision or building
regulation adopted by the City which alters or amends the rules,
regulations or policies specified in Section 8 hereof or is inconsistent
with the provisions contained in the Development Agreement.

10.0 SUCCESSORS AND ASSIGNS.

The burdens of the Development Agreement shall be binding
upon, and the benefits of the Development Agreement inure to, all
successors in interest and assigns of the parties to the Development
Agreement.

11.0 STATE AND FEDERAL LAWS.

In the event that the state or federal laws or regulations
enacted after a Development Agreement has been entered into, prevent or
preclude compliance with one or more provisions of the Development
Agreement, such provisions of the Development Agreement shall be
modified or suspended as may be necessary to comply with such state or
federal law or regulation, so long as such laws or regulations shall
remain in effect.

12.0 EXTENSION OF TIME TO ACT.

The time period within which any party or entity is otherwise
required to act pursuant to any applicable provision hereof shall be
deemed extended for any period of time necessary to comply with any
applicable provisions of the California Environmental Quality Act and
the State Guidelines adopted pursuant thereto.
STATE OF CALIFORNIA  
COUNTY OF ORANGE  
CITY OF ANAHEIM  

I, LINDA D. ROBERTS, City Clerk of the City of Anaheim, do hereby certify that the foregoing Resolution No. 82R-565 was introduced and adopted at a regular meeting provided by law, of the City Council of the City of Anaheim held on the 23rd day of November, 1982, by the following vote of the members thereof:

AYES: COUNCIL MEMBERS: Kaywood, Pickler, Overholt, Day and Roth

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

AND I FURTHER certify that the Mayor of the City of Anaheim signed said Resolution No. 82R-565 on the 23rd day of November, 1982.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Anaheim this 23rd day of November, 1982.

( SEAL )

I, LINDA D. ROBERTS, City Clerk of the City of Anaheim, do hereby certify that the foregoing is the original of Resolution No. 82R-565 duly passed and adopted by the Anaheim City Council on November 23, 1982.

CITY CLERK
EXHIBIT I

Project Approvals
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<td>CERTIFYING FINAL ENVIRONMENTAL IMPACT REPORT NO. 311, ADOPTING A STATEMENT OF FINDINGS AND FACTS AND STATEMENT OF OVERRIDING CONSIDERATIONS IN CONNECTION THEREWITH, AND ADOPTING MITIGATION MONITORING PROGRAM NO. 0067</td>
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<td>RESOLUTION NO. 93R-108</td>
<td>APPROVING AMENDMENTS TO THE LAND USE AND CIRCULATION ELEMENTS OF THE ANAHEIM GENERAL PLAN DESIGNATED AS GENERAL PLAN AMENDMENT NO. 331</td>
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<td>RESOLUTION NO 93R-146</td>
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<td>RESOLUTION NO. 93R-147</td>
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<td>ORDINANCE NO. 5377</td>
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<td>ORDINANCE NO. 5378</td>
<td>AMENDING TITLE 18 OF THE ANAHEIM MUNICIPAL CODE BY ADDING THERETO CHAPTER 18.78 RELATING TO ZONING AND DEVELOPMENT STANDARDS FOR THE DISNEYLAND RESORT SPECIFIC PLAN NO. 92-1 (SP92-1)</td>
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<td>RESOLUTION NO. 94R-41</td>
<td>AMENDING RESOLUTION NOS. 93R-146 AND 93R-147 PERTAINING TO THE DISNEYLAND RESORT SPECIFIC PLAN (SP92-1)</td>
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<td>ORDINANCE NO. 5420</td>
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<td>RESOLUTION NO. 95R-95</td>
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<td>ORDINANCE NO. 5503</td>
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<td>RESOLUTION NO. 96R-176</td>
<td>APPROVING THE ADDENDUM TO FINAL ENVIRONMENTAL IMPACT REPORT NO. 311</td>
</tr>
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<td>ORDINANCE NO. 5580</td>
<td>AMENDING ORDINANCES 5377 AND 5378 PERTAINING TO THE DISNEYLAND RESORT SPECIFIC PLAN NO. 92-1 (AMENDMENT NO. 3)</td>
</tr>
</tbody>
</table>
EXHIBIT J

Statement of Overriding Considerations

The Statement of Overriding Considerations enclosed were adopted by Resolution No. 93R-107 and Resolution No. 96R-176.
The following Statement of Overriding Considerations was adopted by Resolution No. 93R-107.
9.0 STATEMENT OF OVERRIDING CONSIDERATIONS

Based upon the evidence presented in the Final EIR, the following Findings of Fact have been made:

a. Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the following significant environmental effects thereof as identified in the Environmental Impact Report: Land Use — Related Plans and Policies (Partially); Land Use Compatibility (Partially); Transportation and Circulation (Partially); Air Quality (Partially); Noise; Earth Resources — Geology, Soils and Seismicity; Groundwater and Surface Hydrology; Construction Impacts (Partially); Public Services and Utilities; Hazardous Materials; Visual Resources and Aesthetics (partially); and Energy.

b. Such changes or alterations are within the responsibility and jurisdiction of another public agency and such changes have been adopted by such other agency, or can and should have been adopted by such other agency for improvements related to Transportation and Circulation.

c. Specific economic, social or other considerations make infeasible the mitigation measures or project alterations identified in the Environmental Impact Report to reduce the following significant impacts to below a level of significance: Land Use — Related Plans and Policies (Partially); Land Use Compatibility (Partially); Transportation and Circulation (Partially); Air Quality (Partially); Construction Impacts (Partially); Public Services and Utilities — Solid Waste Disposal; Visual Resources and Aesthetics (Partially); and Energy.

Section 15093(b) of the State CEQA Guidelines provides that when the decision of the public agency allows the occurrence of significant impacts which are identified in the EIR but are not at least substantially mitigated, the agency must state in writing the reasons to support its action based on the completed EIR and/or other information in the record. The City has found that the impacts listed in "c" above are significant and unavoidable impacts.
Accordingly, the City of Anaheim adopts the following Statement of Overriding Considerations based on information in the Final EIR and on other information in the record. The City recognizes that significant and unavoidable impacts will result from implementation of the Project. Having (i) adopted all feasible mitigation measures, (ii) rejected the alternatives to the Project discussed above, (iii) recognized all significant, unavoidable impacts, and (iv) balanced the benefits of the Project against the Project's significant and unavoidable effects, the City of Anaheim hereby finds that the benefits outweigh and override the significant unavoidable effects for the reasons stated below.

The reasons discussed below summarize the benefits, goals and objectives of the proposed Project, and provide, in addition to the above findings, the detailed rationale for the Project. These overriding considerations of economic, social, aesthetic and environmental benefits for The Disneyland Resort outweigh its environmental costs, and justify adoption of the Project and certification of the completed EIR. Many of these overriding considerations individually would be sufficient to outweigh the adverse environmental impacts of the Project.

9.1 Increase Revenues for City, County and State. The Disneyland Resort will produce substantial beneficial fiscal impacts. The Disneyland Resort will directly generate significant revenues in property taxes, sales taxes, hotel taxes, utility taxes, and miscellaneous taxes to the City of Anaheim, Orange County and the State of California.

Evidence of the substantial fiscal benefits of the Project has been submitted to the City in the public hearings and in written documentation. Additionally, the City of Anaheim has been studying the public revenues as well as the Project and the Commercial Recreation Area. This study has been presented to the decision-makers in two reports: 1) The CKA Fiscal Analysis Summary ("Fiscal Analysis"), a draft of which was presented in the April 28, 1993 staff report to the City Planning Commission; and 2) the companion report entitled, Anaheim Commercial Recreation Area Fiscal Analysis Technical Report, dated April 1993. These reports note that the economic benefits of the Project will include substantial net increases in municipal revenues from the Commercial Recreation Area. Additionally, the Project creates economic benefits from increased employment and induced economic activity in the City and the surrounding region; however, these multiplier effects are not calculated in the Fiscal Analysis.

As determined in the analysis which is summarized in the Fiscal Analysis, the Project will significantly increase the number of visitors to the Commercial Recreation Area. This will lead to increases in municipal revenues as well as increases in service costs. The mitigation measures identified in the EIR, which will be implemented through the Mitigation Monitoring Program, will ensure that the fair share of the increased costs of services associated with the Project will be paid. The City of Anaheim, through its review of other projects in the Commercial Recreation Area, will have the opportunity to ensure that the fair share of the costs of the increased services associated with such other projects will likewise be paid.

However, as the economic forecasts summarized in the Fiscal Analysis indicate, implementation of the Project will result in a substantial increase in the available net revenues which may be combined with other sources of funding to pay for needed public improvements in the Commercial Recreation Area. For example, the Fiscal Analysis states that with the Project, the Commercial Recreation Area's annual net contribution (net of operating expenditures) could be $50.6
million in 2008 (in 1993 dollars), which is $36.0 million greater than the increase in net revenue anticipated under baseline conditions without the Project.

9.2 Preserve Key Industries of Statewide Importance. The Disneyland Resort will improve and enhance the tourist industry, an industry of immense importance at the local, regional and statewide levels. The Anaheim Area Visitor Center and Convention Bureau, which tracks the county’s tourists, estimated that 37.7 million people visited the area’s theme parks and beaches in 1992. The Bureau estimated that the visitors spent $4.7 billion in Orange County in 1992. The Orange County region, and the City of Anaheim, benefit greatly from these revenues from tourism. In 1992, the Governor’s Council on California Competitiveness published its report, “California’s Jobs and Future.” The Report identified the tourism industry as a key industry in the State of California and urged "extraordinary efforts" be made to preserve and enhance the competitiveness of such key industries.

The present Disneyland theme park has been an important and vital source of jobs, revenue and prestige for the City of Anaheim and the State. However, to maintain its vital role in the economy, it is necessary to allow the theme park and surrounding uses to evolve to meet current market demands for newer, more integrated resorts geared toward longer visitor stays, as would be accomplished by The Disneyland Resort.

9.3 Jobs for Area Residents. The Disneyland Resort will directly create thousands of new jobs, enhancing Disney’s position as the largest employer in Anaheim. The EIR estimates that the WESTCOT Center will create thousands of net direct jobs, and thousands of construction jobs. The Disneyland Resort also will stimulate the creation of thousands of additional indirect jobs in visitor-serving businesses such as hotels, motels, restaurants, retail shops and transportation.

The analysis in the EIR demonstrates that approximately 11,848 new jobs will be created by the operation of the WESTCOT Center. As described in detail in the EIR (including the technical reports and responses to comments), this employment forecast included approximately 5,198 full-time jobs, 3,809 part-time jobs and 2,841 casual/temporary jobs during operation of the Project. Additionally, the construction of the Project will result in substantial construction employment opportunities. Approximately 23,800 person-years of construction employment will be required to complete the development of the WESTCOT Center and the retail floor area and hotel rooms induced by the WESTCOT Center.

While these forecasts indicate a significant increase in employment opportunities, based on the evidence presented to the City (including the evidence of the characteristics of the jobs and the employees), the Project will not induce significant migration into Southern California or substantially increase intra-urban relocation. Therefore, the Project’s direct employment would not result in significant adverse employment impacts but would result in substantial employment benefits.

Finally, the EIR describes the employment growth that could be induced by the effects of the Project in the regional economy. The EIR notes that the Project could indirectly result in the creation of approximately 27,400 construction jobs and 12,200 indirect jobs.

The employment benefits of the Project will constitute a major contribution to the general welfare and the economic growth and stability of the City of Anaheim and the surrounding region.
9.4 **Increase Economic Opportunity for Existing Businesses.** Environmental Impact Report No. 311 indicates The Disneyland Resort indirectly will increase the demand for surrounding retail, restaurant service and hotel rooms. For example, The Disneyland Resort is estimated to induce demand for additional hotel rooms within the surrounding area. Additionally, many other businesses will benefit from opportunities such as construction of The Disneyland Resort and provision of additional visitor services.

9.5 **Visual Enhancement and Revitalization.** Landscaping and urban design features of The Disneyland Resort Specific Plan will unify and upgrade the appearance of the Project area, and substantially improve the aesthetic quality of the Commercial Recreation Area. The perimeter of The Disneyland Resort will be landscaped utilizing a series of greenbelt parkways and screening foliage that creates a public park-like atmosphere. Landscaped medians will be incorporated into Katella Avenue, Harbor Boulevard, West Street/Disneyland Drive and Walnut Street. For example, street trees, a landscaped parkway and landscaped medians will be developed.

9.6 **Develop Public/Private Partnership.** Many of the infrastructure improvements associated with The Disneyland Resort will be accomplished through public/private partnership and will be implemented in advance of demand. Certain of the improvements identified in the EIR will not only mitigate the impacts of the Project but will provide additional capacity for existing and future growth not related to the Project.

9.7 **Improvements to Transportation and Access to Resort.** The Specific Plan provides a Vehicular Circulation Plan and Pedestrian Circulation Plan. A number of improvements to the existing transportation and circulation system have been incorporated into the project design to enhance access to and egress from the Project area, and to provide convenient and pedestrian-oriented circulation within the Project area. These improvements will remove some of the current Disneyland traffic from the local streets. Impacts to local streets will be minimized by moving parking facilities to locations more convenient to I-5 and by providing freeway on/off ramps that conveniently access the parking facilities. The public parking facilities and pedestrian circulation systems will minimize trip generation within the Commercial Recreation Area. These improvements will benefit all users of the transportation system and improve overall levels of service in the area.

Certain of the transportation and circulation mitigation measures that have been incorporated into or required as a condition of approval for the Project will accommodate baseline traffic growth as well as mitigate the effects of the Project.

The Disneyland Resort will provide an extensive internal pedestrian circulation system, including landscaped walkways, and electrical conveyance systems. The project will accommodate a potential connection to the Orange County Fixed Guideway project and a potential pedestrian bridge over Katella Avenue.

9.8 **Air Quality Protection.** Completion of The Disneyland Resort Project will result in significant decreases in vehicle miles travelled (VMT), both by project cast and theme park guests who visit from outside Southern California. In addition, Disney has committed to target a 1.5 average vehicle ridership (AVR) for all cast trips, going well beyond the requirements of the South Coast Air Quality Management District’s Regulation XV.
9.9 **Provide Public Parking Facilities.** Two new public parking facilities will be constructed at opposite sides of The Disneyland Resort Specific Plan area adjacent to I-5 to receive traffic from I-5 and to eliminate such traffic from local streets within the Commercial Recreation Area. These public parking facilities will provide public parking for The Disneyland Resort, the Anaheim Convention Center, and other day-uses within the Commercial Recreation Area.

9.10 **Provide Affordable Housing.** The applicant has agreed to build or preserve, or cause to be built or preserved, 500 affordable housing units in the City of Anaheim in connection with the development of the Project. The applicant will give preference to family housing units. A minimum of 40 percent of the units will serve "very low income households" and the remainder will serve "low income households."

9.11 **Improve Educational Programs.** The Disneyland Resort will continue a series of educational programs in cooperation with the local community and regional agencies and organizations.

9.12 **Deters Negative Impacts of No Project Alternative.** As stated in Sections 5.2 and 6.0 of the EIR (Volume I), without the project, commercial properties in the Commercial Recreation Area would continue to develop on a parcel-by-parcel basis or the existing developments would remain. The piece-meal development that would occur, in conjunction with the loss of the substantial municipal revenues that would be generated by the Project, would significantly detract from the quality of life and the attractiveness of the area.

The analysis in the EIR of the No Project/No Development Alternative assumes that the proposed Project would not be approved and primarily describes the conditions that would exist at that specific point in time. Thus, it assumes that all of the land uses within the project area would remain exactly as they are today. Therefore, none of the impacts of the proposed Project would occur.

Under this alternative, however, there would be no capital investment or improvements in the existing Disneyland theme park or in the surrounding area within the project site boundaries. Moreover, under the existing economic climate, adequate public funds will not be available for capital infrastructure improvements. The effects of halting improvements and investment in the area may be severe. It must be noted that the future economic conditions under this Alternative would be worse than the future conditions which are described under "Baseline Conditions and Trends" in the Draft CRA Fiscal Analysis Summary "Fiscal Analysis", a draft of which was presented in the April 28, 1993 Staff Report to the City Planning Commission as Attachment A. That report describes the future fiscal contributions from the Commercial Recreation Area based upon two planning assumptions: 1) The Disneyland Resort Project would not be implemented; and 2) some continued growth and development within Disneyland and throughout the Commercial Recreation Area would occur.
In the absence of continued improvement and enhancement of the existing Disneyland theme park and the surrounding area, it cannot be assumed that the enhancement of the Commercial Recreation Area would continue. As noted in the Fiscal Analysis,

Maintaining and enhancing the CRA’s net contribution to City funds will require an aggressive, on-going effort by the City. The CRA’s economy is subject to a number of potentially adverse factors, including:

- **Competition from other cities and tourist destinations**
- **Constantly changing trends in the convention, tourism and recreation markets**
- **Increasing demands on infrastructure and public facilities operations and maintenance**

As recognized in the General Plan, Disneyland is the major attraction around which the Commercial Recreation Area was formed; it has played and continues to play a substantial role in the development of the Commercial Recreation Area. However, the continued enhancement and improvement to the existing Disneyland theme park and Disneyland Hotel as well as to the other commercial recreation uses within the Project area are essential to preserving the attractiveness of the Commercial Recreation Area to tourists and visitors. Without continued improvement and enhancement of the existing Disneyland theme park and the surrounding area, it is reasonable to anticipate that the adverse factors identified in the Fiscal Analysis would begin to affect the attractiveness of the theme park and the Commercial Recreation Area as a major tourist attraction and would negatively impact Convention Center activity. The loss of substantial amounts of tourist visitors to the Commercial Recreation Area and the loss of revenues from tourism would depress further investment and improvement in areas beyond the immediate Project boundaries.

There are numerous examples of once-popular tourist areas which have experienced a downward spiral. It is reasonable to assume that a halt in investment and improvement would result in a loss of attractiveness and a decline in visitors, which would result in a further decline in the visual attractiveness and deterioration in the infrastructure of the area.

9.13 **Further the Purpose of the Commercial Recreation Area.** The Disneyland Resort will be constructed in the Commercial Recreation Area. The City identified the Commercial Recreation Area as a “priority growth” area in its 1990 Economic Development Strategy Plan. The conversion of Disneyland from a primarily one-day visitor resort into a world-class destination resort will further the City’s stated goal.

9.14 **Maintain and Enhance Anaheim’s Position as a World-Class Tourist Destination.** The expansion is made in response to the competitive nature of modern recreational opportunities, and is calculated to keep the Anaheim area at the forefront in the tourism and recreational markets. The Disneyland Resort will upgrade the current park into a top-flight, world-class destination resort. It will maintain Anaheim’s position as one of the country’s premier vacation destinations, and establish Anaheim as a world leader in the industry for decades to come. This enhanced status will inject much needed revenues and job opportunities into the Anaheim area economy for decades.
The following Statement of Overriding Considerations was adopted by Resolution No. 96R-176.
ATTACHMENT C

SUBSTANTIAL BENEFITS

1. The adoption of Development Agreement 96-01 (the "Development Agreement") will facilitate the implementation of the Project and the public improvements described in the Final EIR and the Mitigation Monitoring Program. The draft Development Agreement vests certain development rights in the Applicant and creates various obligations on both the City and Disney to cooperate in the implementation of the Project. In exchange, and based on certain conditions, the applicant will agree to develop the Opening Day Project. The Development Agreement will formalize the public/private partnership which was described in the 1993 Statement of Overriding Considerations. Additionally, the Development Agreement will require the "up-front" implementation of public improvements identified in the Final EIR, Mitigation Monitoring Program No. 0067 and the 1993 Statement of Overriding Considerations. In addition, the Development Agreement addresses the implementation of the Conditions of Approval, including the requirements for funding of affordable housing in the vicinity of The Anaheim Resort Area.

2. The Development Agreement will help preserve key industries of statewide importance, particularly tourism and entertainment, by addressing development of an integrated destination resort including hotel, entertainment and theme park uses. As described in the Final EIR and the EIR Addendum, longer visitor stays will be encouraged by the variety of theme park, entertainment, retail and hotel opportunities at The Disneyland Resort. As previously described in the 1993 Statement of Overriding Considerations, these industries are vital to the economic health of the City, region and state. The indirect benefits of this development will include substantial revitalization of the site and the surrounding area.

3. Development pursuant to the proposed Development Agreement will generate great numbers of jobs for area residents. An economic and fiscal impact analysis prepared by Sedway Kotin Mouchly Group for The Disneyland Resort (the "SKMG Report"), dated July 2, 1996, a copy of which is on file with the City Clerk, demonstrated that approximately 13,900 new jobs will be created by the operation of the Project including the following: approximately 4,900 jobs; 2,200 induced jobs; and 1,000 indirect jobs. Additionally, construction of the Project will result in substantial construction employment opportunities. Approximately 13,900 person-years of construction employment will be required to complete development of The Disneyland Resort and the retail floor area and hotel rooms induced by the Project (approximately
11,500 direct person-years, 1600 induced person-years and 800 indirect person-years).

The SKMG Report describes the employment growth that could be induced by the effects of the Project in the regional economy. The SKMG Report notes that within Southern California, the Project would result in a total annual employment of 14,500 jobs and a total construction employment of approximately 29,000 person-years.

4. Development of the Opening Day project will increase economic opportunities for existing businesses including construction companies and, in the long term, related tourism, restaurants, manufacturing, entertainment, retail and other businesses.

5. The Development Agreement requires implementation of the Modified Mitigation Monitoring Program No. 0067, including the Mitigation Measures and Project Design Features, for the Project, even though the Development Agreement addresses only a portion of the Project for which those mitigation measures were designed. As a result, numerous public improvements will be completed as a condition of the Opening Day Project which would otherwise be implemented on an incremental basis.

6. The Development Agreement addresses the visual enhancement and revitalization which will be facilitated and encouraged by the Development Agreement through the economic and visual enhancement and redevelopment within The Disneyland Resort. The Development Agreement also requires the implementation of project design features and mitigation measures such as landscaping, screening, signage, streetscape and architectural requirements.
EXHIBIT K

West Street/Disneyland Drive Realignment
West Street / Disneyland Drive Realignment

This plan is a graphic representation of a preliminary conceptual design and configuration of the West Street / Disneyland Drive realignment. The realignment shown on this plan may be revised during detailed design and engineering.
EXHIBIT L

Impact Fees
Impact Fees

- Traffic Signal Assessment Fee (AMC § 14.58).
- Citywide Transportation and Impact and Improvement Fee (AMC § 17.32).
- Anaheim Resort Water Facilities Fee Program (Rule 15E, Resolution No. 95R-140).
- Sanitary Sewer Impact and Improvement Fee Program for South Central Area (AMC § 10.12.085).
- Storm Drain Impact Fee and Improvement Fee for South Central Area (AMC § 10.4).
- Other Impact Fees in Existence as of the Effective Date.
LEGAL DESCRIPTION OF DISNEY PROPERTY

PARCEL 1: (ADMIRAL COVE)

PARCEL 2: IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 78, PAGE 42 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2: INTENTIONALLY OMITTED

PARCEL 3: (ANAHEIM JUNCTION - SCHLUND)


THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4: (KOA CAMPGROUND)

PARCEL 2, IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 28, PAGE 36 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5: (DISNEY BOH - SCHLUND)

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 10 WEST IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THE WESTERLY 336 FEET OF THE SOUTHERLY 265 FEET OF SAID SOUTHWEST QUARTER.

PARCEL 6: (DUNES - SCHLUND)


THAT PORTION OF THE WEST HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY, DESCRIBED AS FOLLOWS:


EXCEPTING THEREFROM THE SOUTHERLY 190.00 FEET OF THE WESTERLY 200.00 FEET.

PARCEL 7: (VACANT - SCHLUND)


PARCEL 8A: (VACATIONLAND-SCHLUND)

ALL OF DISNEY'S RIGHT, TITLE AND INTEREST UNDER THAT CERTAIN GROUND LEASE AGREEMENT (VACATIONLAND) DATED AS OF JANUARY 1, 1993 BY AND BETWEEN JOAN M. SCHLUND AND PHILLIS J. CRAWFORD, CO-TRUSTEES UNDER THE WILL OF SERPETA A. MOHN, AS LANDLORD, AND WALT DISNEY WORLD CO., SUCCESSOR-BY-MERGER TO WCO.
VACATIONLAND, INC., AS TENANT, WHICH LEASE AFFECTS THE FOLLOWING REAL PROPERTY:

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO THE FOLLOWING: COMMENCING AT A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 10 WEST, S. B. B. AND M., WHICH POINT IS 427 FEET NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE AT RIGHT ANGLES WESTERLY 84 FEET; THENCE AT RIGHT ANGLES NORTHERLY 34 FEET; THENCE AT RIGHT ANGLES EASTERLY 84 FEET TO SAID EAST LINE; THENCE SOUTH ALONG SAID EAST LINE 34 FEET TO THE POINT OF BEGINNING.

SAID LAND IS INCLUDED WITHIN THE AREA SHOWN ON A MAP FILED IN BOOK 100, PAGE 24 OF RECORD OF SURVEYS, IN THE OFFICE OF SAID COUNTY RECORDER.

PARCEL BB: (TENNISLAND - SCHLUND)

ALL OF DISNEY'S RIGHT, TITLE AND INTEREST UNDER THAT CERTAIN GROUND LEASE AGREEMENT (TENNISLAND) DATED AS OF JANUARY 1, 1993 BY AND BETWEEN JOAN M. SCHLUND AND PHYLLIS J. CRAWFORD, CO-TRUSTEES UNDER THE WILL OF SERENTA A. MOHN, AS LANDLORD, AND WALT DISNEY WORLD CO., SUCCESSOR-BY-MERGER TO WCO VACATIONLAND, INC., AS TENANT, WHICH LEASE AFFECTS THE FOLLOWING REAL PROPERTY:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED 4/5THS INTEREST IN AND TO THE FOLLOWING:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE NORTH 50 FEET; THENCE AT RIGHT ANGLES WEST 25' FEET; THENCE AT RIGHT ANGLES SOUTH 50 FEET; THENCE EAST 25 FEET TO THE POINT OF BEGINNING.

SAID LAND IS SHOWN ON A MAP FILING IN BOOK 100, PAGES 37 AND 38 OF PARCEL MAPS AND INCLUDED WITHIN THE AREA SHOWN ON A MAP FILED IN BOOK 100, PAGE 24 OF RECORD OF SURVEYS, IN THE OFFICE OF SAID COUNTY RECORDER.

PARCEL 9A: (DISNEY STRAWBERRY FIELD)


EXCEPTING THEREFROM THE NORTH 179.06 FEET.

LEGAL DESCRIPTION -PAGE 3
PARCEL 9B:

NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 10 WEST, SAN BERNARDINO BASE
AND MERIDIAN, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, CITY OF ANAHEIM, COUNTY OF
ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 10 OF
MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS
FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF
THE NORTHEAST QUARTER OF SAID SECTION 21, AND RUNNING THENCE SOUTHERLY 344.06 FEET TO
A POINT; THENCE EASTERLY 647.70 FEET TO A POINT; THENCE NORTHERLY 344.06 FEET TO A
POINT; THENCE WESTERLY 647.70 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE SOUTH 165 FEET OF THE WEST 264 FEET.

PARCEL 9C:

THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21,
TOWNSHIP 4 SOUTH, RANGE 10 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE RANCHO SAN
JUAN CAJON DE SANTA ANA, CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS
SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, IN THE OFFICE OF
THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE NORTH 344.06 FEET.

ALSO EXCEPTING THEREFROM THE WEST 264 FEET OF THE NORTH HALF OF THE WEST HALF OF THE
SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 21.

ALSO EXCEPTING FROM THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST
QUARTER OF SAID SECTION 21, AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS AND OTHER
HYDROCARBONS AND MINERALS NOW OR AT ANY TIME HERAFTER SITUATE THEREIN AND THEREUNDER.
THE INTEREST HEREIN RESERVED, SAVED AND EXCEPTED SHALL BE FREE AND CLEAR OF ALL COST
FOR EXPLORATION, DRILLING AND MARKETING OF ANY AND ALL OIL, GAS AND OTHER HYDROCARBONS
AND MINERALS BY REASON OF ANY EXPLORATION OR DRILLING FOR SUCH OIL, GAS AND OTHER
HYDROCARBONS AND MINERALS OR THE MARKETING OF ANY SUCH OIL, GAS AND OTHER HYDROCARBONS
AND MINERALS SAVED OR PRODUCED BY GRANTEE, HIS HEIRS, PERSONAL REPRESENTATIVES,
SUCCESSORS, LESSEES OR ASSIGNS, AND SHALL FURTHER BE FREE OF ANY OTHER EXPENSES IN
CONNECTION THEREWITH WITHOUT THE GRANTOR'S PRIOR WRITTEN CONSENT TO ANY SUCH
EXPLORATION, DRILLING OR MARKETING, AS RESERVED BY BANK OF AMERICA NATIONAL TRUST AND
SAVINGS ASSOCIATION, A NATIONAL BANKING ASSOCIATION, IN A DEED FILED FEBRUARY 25,
1942, AS TORRENS DOCUMENT NO. 9076, CERTIFICATE NO. 9154.

PARCEL 9D:

THE EASTERLY 13.16 FEET OF THE NORTHERLY 344.06 FEET OF THE NORTHWEST QUARTER OF THE
SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE SOUTHEAST QUARTER
OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 10 WEST, SAN
BERNARDINO BASE AND MERIDIAN, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, CITY OF
ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51,
PAGE 10 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO THE PUMPING PLANT NEAR
THE MIDDLE AND ALONG THE EAST SIDE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER
OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 10 WEST, S. B. B. &
H., CONVEYED TO WILLARD BISHOP FAY BY DEED DATED JANUARY 2, 1919.
PARCEL 10: (DISNEYLAND HOTEL)

Lots 1, 2, 3 and 4 in Block 14 of the Fairview Colony Tract, in the City of Anaheim, County of Orange, State of California, as shown on a map showing the subdivision of the south half of Section 21, Township 4 South, Range 10 West, recorded in Book 1, Page 33 of Miscellaneous Record Maps, in the office of the County Recorder of Said County.

Except from said Lots 3 and 4 the following described land:

Beginning at a point of intersection of the centerline of the 60-foot road as shown on said map, adjoining blocks 14 and 15 of said Fairview Colony Tract on the East, with the easterly extension of the line common to said blocks 14 and 15; thence South 89° 45' 28" West 620.29 feet along said extended line and along the line common to said blocks 14 and 15, to the true point of beginning; thence North 0° 05' 20" West, 26.50 feet; thence South 89° 45' 28" West, 104.54 feet; thence South 0° 05' 20" East, 26.50 feet to the line common to said blocks 14 and 15; thence North 89° 45' 28" East 104.54 feet along said line to the true point of beginning.

Said land is included within the area delineated on a map filed in Book 54, Page 44 of Record of Surveys, in the office of the County Recorder of Said County.

PARCEL 11: INTENTIONALLY OMITTED

PARCEL 12: (GODFATHERS)

All of Disney's right, title and interest under that certain ground lease agreement dated as of August 21, 1991 by and between James W. Semon, Nan Kay Semon and John D. Semon, as trustees of Semon 1 Trust, and Ronald J. Sisel, Gary D. Sisel and Kathleen J. Sisel, as trustees of Sisel 1 Trust, as landlord, and Walt Disney World Co., successor-by-merger to Devonson Corporation, as tenant, which lease affects the following real property:

The south 150.00 feet of the north 585.00 feet of the east 300.00 feet of Lot 1 of Tract No. 2854, in the City of Anaheim, County of Orange, State of California, as shown on a map recorded in Book 90, Pages 39 and 40 of Miscellaneous Maps, in the office of the County Recorder of Said County.

Said land is also shown on a map filed June 26, 1957 in Book 37, Page 15 of Record of Surveys, in the office of the County Recorder of Said County.

Excepting therefrom all underground waters lying beneath said land but without the right of entry to the surface thereof for the purpose of providing water as set forth in a Deed to Dyke Water Company recorded August 26, 1954 in Book 2801 Page 410, Official Records.

LEGAL DESCRIPTION -PAGE 5
PARCEL 13: (APOLLO)

ALL OF DISNEY'S RIGHT, TITLE AND INTEREST UNDER THAT CERTAIN GROUND LEASE AGREEMENT DATED AS OF AUGUST 21, 1991 BY AND BETWEEN BOWEN WEST, A CALIFORNIA GENERAL PARTNERSHIP, AND JERRY L. BOWEN, AS TRUSTEE OF THE HAZEL V. BOWEN TRUST, AS LANDLORD, AND WALT DISNEY WORLD CO., SUCCESSOR-BY-MERGER TO DEVONSON CORPORATION, AS TENANT, WHICH LEASE AFFECTS THE FOLLOWING REAL PROPERTY:

THE SOUTH 200 FEET OF THE NORTH 785 FEET OF THE EAST 300 FEET OF LOT 1 OF TRACT NO. 2854, IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 90, PAGES 39 AND 40, MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SAID LAND IS ALSO SHOWN ON A MAP FILED IN BOOK 37, PAGE 15 OF RECORD OF SURVEYS.

EXCEPTING THEREFROM ALL UNDERGROUND WATERS LYING BENEATH SAID LAND BUT WITHOUT THE RIGHT OF ENTRY TO THE SURFACE THEREOF FOR THE PURPOSE OF PROVIDING WATER AS SET FORTH IN A DEED TO DYKE WATER COMPANY RECORDED AUGUST 26, 1954 IN BOOK 2801 PAGE 410, OFFICIAL RECORDS.

PARCEL 14: (LAMPLIGHTER)

THE SOUTH 175 FEET OF THE NORTH 960 FEET OF THE EAST 300 FEET OF LOT 1 OF TRACT NO. 2854, IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 90, PAGES 39 AND 40 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SAID LAND IS ALSO SHOWN ON A MAP FILED JUNE 26, 1957, IN BOOK 37, PAGE 15 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL UNDERGROUND WATERS LYING BENEATH SAID LAND BUT WITHOUT THE RIGHT OF ENTRY TO THE SURFACE THEREOF FOR THE PURPOSE OF PROVIDING WATER AS SET FORTH IN A DEED TO DYKE WATER COMPANY RECORDED AUGUST 26, 1954 IN BOOK 2801 PAGE 410, OFFICIAL RECORDS.

PARCEL 15: (PRINCESS)

THE EAST 300 FEET OF LOT 1, TRACT 2854, IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 90, PAGES 39 AND 40 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE NORTH 960 FEET THEREOF.

ALSO EXCEPT THAT PORTION THEREOF LYING SOUTH OF A LINE PARALLEL WITH AND 210 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA.

SAID LAND IS ALSO SHOWN ON A MAP FILED IN BOOK 37, PAGE 15 AND BOOK 39, PAGE 6, OF RECORD OF SURVEYS.

LEGAL DESCRIPTION —PAGE 6
EXCEPTING THEREFROM ALL UNDERGROUND WATERS LYING BENEATH SAID LAND BUT WITHOUT THE RIGHT OF ENTRY TO THE SURFACE THEREOF FOR THE PURPOSE OF PROVIDING WATER AS SET FORTH IN A DEED TO DYKE WATER COMPANY RECORDED AUGUST 26, 1954 IN BOOK 2801 PAGE 410, OFFICIAL RECORDS.

PARCEL 16: (SHELL STATION)

That portion of Lot 1 of Tract No. 2854, in the City of Anaheim, County of Orange, State of California, as shown on a map recorded in Book 90, Page 39 and 40 of Miscellaneous Maps, in the office of the County Recorder of said County included within the East 190.00 feet of the South 210.00 feet measured along the South and East lines respectively of Section 21, Township 4 South, Range 10 West, as shown on a Map of Fairview Colony Tract, recorded in Book 1, Page 33 of Miscellaneous Maps, in the office of the County Recorder of said County;

EXCEPTING THEREFROM that portion described in a Final Order of Condemnation to the City of Anaheim, a Municipal Corporation, recorded July 12, 1957, in Book 3972 Page 242 of Official Records.

PARCEL 17A: (DISNEYLAND HOTEL)

PARCELS 1 AND 2, IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 136, PAGES 28 AND 29 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL UNDERGROUND WATERS LYING BENEATH SAID LAND BUT WITHOUT THE RIGHT OF ENTRY TO THE SURFACE THEREOF FOR THE PURPOSE OF PROVIDING WATER AS SET FORTH IN A DEED TO DYKE WATER COMPANY RECORDED AUGUST 26, 1954 IN BOOK 2801 PAGE 410, OFFICIAL RECORDS.

PARCEL 17B:

THAT PORTION OF LOT 1 OF TRACT NO. 2854, IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 90, PAGES 39 AND 40 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; LYING SOUTHERLY OF A LINE WHICH IS PARALLEL WITH AND 570.00 FEET NORTHERLY FROM THE CENTERLINE OF KATELLA AVENUE, AS SAID CENTERLINE IS SHOWN ON SAID MAP EXCEPT THAT PORTION THEREOF LYING EASTERLY OF A LINE WHICH IS PARALLEL WITH AND 420.00 FEET EASTERLY FROM THE CENTERLINE OF WALNUT STREET, AS SAID CENTERLINE IS SHOWN ON SAID MAP.

EXCEPTING THEREFROM ALL UNDERGROUND WATERS LYING BENEATH SAID LAND BUT WITHOUT THE RIGHT OF ENTRY TO THE SURFACE THEREOF FOR THE PURPOSE OF PROVIDING WATER AS SET FORTH IN A DEED TO DYKE WATER COMPANY RECORDED AUGUST 26, 1954 IN BOOK 2801 PAGE 410, OFFICIAL RECORDS.

LEGAL DESCRIPTION —PAGE 7
PARCEL 17C:

THAT PORTION OF BLOCKS 14 AND 15 OF THE FAIRVIEW COLONY TRACT, IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP SHOWING THE SUBDIVISION OF THE SOUTH HALF OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 10 WEST, RECORDED IN BOOK 1, PAGE 33 OF MISCELLANEOUS RECORD MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF THE 60-FOOT ROAD AS SHOWN ON SAID MAP, ADJOINING SAID BLOCKS 14 AND 15 ON THE EAST, WITH THE EASTERLY EXTENSION OF THE LINE COMMON TO SAID BLOCKS 14 AND 15; THENCE SOUTH 89° 45' 28" WEST ALONG SAID EXTENDED LINE AND ALONG THE LINE COMMON TO SAID BLOCKS 14 AND 15, 620.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING-NORTH 0° 05' 20" WEST 26.50 FEET; THENCE SOUTH 89° 45' 28" WEST 104.54 FEET; THENCE SOUTH 0° 05' 20" EAST 73.00 FEET; THENCE NORTH 89° 45' 28" EAST 104.54 FEET; THENCE NORTH 0° 05' 20" WEST 46.50 FEET TO THE TRUE POINT OF BEGINNING.

SAID LAND IS INCLUDED WITHIN THE AREA DELINEATED ON A MAP FILED IN BOOK 54, PAGE 44 OF RECORDS OF SURVEY, IN THE OFFICE OF SAID COUNTY RECORDER.

EXCEPTING THEREFROM ALL UNDERGROUND WATERS LYING BENEATH SAID LAND BUT WITHOUT THE RIGHT OF ENTRY TO THE SURFACE THEREOF FOR THE PURPOSE OF PROVIDING WATER AS SET FORTH IN A DEED TO DYKE WATER COMPANY RECORDED AUGUST 26, 1954 IN BOOK 2801 PAGE 410. OFFICIAL RECORDS.

PARCEL 17D:

THE EASTERLY 500.00 FEET OF LOT 1 IN BLOCK 15 OF THE FAIRVIEW COLONY TRACT, IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 1, PAGE 33 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF TRACT NO. 2854, AS SHOWN ON A MAP RECORDED IN BOOK 90, PAGES 39 AND 40 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

PARCEL 18A: (MAUERHAN)

ALL OF DISNEY’S RIGHT, TITLE AND INTEREST UNDER THAT CERTAIN GROUND LEASE DATED JANUARY 1, 1969 BY AND BETWEEN MILDRED V. MAUERHAN, ANNA CLAIRE MAUERHAN AND GRACE L. TAYLOR, AS LANDLORD, AND WALT DISNEY WORLD CO., SUCCESSOR-BY-MERGER TO WALT DISNEY PRODUCTIONS, AS TENANT, WHICH LEASE AFFECTS THE FOLLOWING REAL PROPERTY:

THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SAID SECTION IS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THE SOUTHERLY 290 FEET.
PARCEL 18B:

ALL OF DISNEY'S RIGHT, TITLE AND INTEREST UNDER THAT CERTAIN GROUND LEASE DATED JANUARY 1, 1969 BY AND BETWEEN MILDRED V. MAUERHAN, ANNA CLAIRE MAUERHAN AND GRACE L. TAYLOR, AS LANDLORD, AND WALT DISNEY WORLD CO., SUCCESSOR-BY-MERGER TO WALT DISNEY PRODUCTIONS, AS TENANT, WHICH LEASE AFFECTS THE FOLLOWING REAL PROPERTY:

THE SOUTHERLY 290.00 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CASON DE SANTA ANA, IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAPRecordedinBook51,Page10OFMISCELLANEOUSMAPS,RECORDSOFORANGECOUNTY,
CALIFORNIA.

EXCEPTING THEREFROM THE EASTERLY 400.00 FEET.

ALSO EXCEPTING THEREFROM THE WESTERLY 180.00 FEET.


PARCEL 19: (HEIDI)

ALL OF DISNEY'S RIGHT, TITLE AND INTEREST UNDER (1) THAT CERTAIN GROUND LEASE DATED JANUARY 1, 1969 BY AND BETWEEN MILDRED V. MAUERHAN, ANNA CLAIRE MAUERHAN AND GRACE L. TAYLOR, AS LANDLORD, AND WALT DISNEY WORLD CO., SUCCESSOR-BY-MERGER TO WALT DISNEY PRODUCTIONS, AS TENANT, AND (2) THAT CERTAIN LEASE DATED JANUARY 23, 1958 BY AND BETWEEN MILDRED V. MAUERHAN, ANNA CLAIRE MAUERHAN AND GRACE L. TAYLOR, AS LANDLORD, AND RALPH R. PETRENY AND MONA E. PETRENY, AS TENANT, WHICH LEASES AFFECT THE FOLLOWING REAL PROPERTY:

CALIFORNIA.


PARCEL 20: (MUSKATEER)

ALL OF DISNEY'S RIGHT, TITLE AND INTEREST UNDER THAT CERTAIN GROUND LEASE DATED JANUARY 1, 1969 BY AND BETWEEN MILDRED V. MAUERHAN, ANNA CLAIRE MAUERHAN AND GRACE L. TAYLOR, AS LANDLORD, AND WALT DISNEY WORLD CO., SUCCESSOR-BY-MERGER TO WALT DISNEY PRODUCTIONS, AS TENANT, WHICH LEASE AFFECTS THE FOLLOWING REAL PROPERTY:

LEGAL DESCRIPTION -PAGE 9
THE WESTERNLY 198 FEET OF THE EASTERNLY 400 FEET OF THE SOUTHERLY 290 FEET OF THE WEST
HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 4
SOUTH, RANGE 10 WEST, IN THE Rancho San Juan Cajon De Santa Ana, In THE City OF
Anaheim, County Of Orange, State Of California, As ShOWN ON A MAP RecORDERD IN BOOK 51,
Page 10 OF Miscellaneous Maps, Records Of Orange County, California.

Parcel 20 Is Also ShOWN AS Parcel C OF Certificate Of COMPLIANCE No. 91-03 Recorded
May 29, 1991 As Instrument No. 91-264968 Of Official Records And RE-RECORDED July 23,

Parcel 21: (Chalet)

ALL OF Disney's RIGHT, TITLE AND INTEREST UNDER THAT CERTAIN GROUND LEASE
DATED JANUARY 1, 1969 BY AND BETWEEN Mildred V. Mauerhan, Anna Claire Mauerhan
And Grace L. Taylor, As Landlord, And Walt Disney World Co., Successor-By-
MERGER TO Walt Disney PRODUCTIONS, AS TENANT, WHICH LEASE AFFECTS THE
FOLLOWING REAL PROPERTY:

That Portion Of the Westernly 1/2 Of the Southeast Quarter Of the Southwest Quarter Of
Section 22, Township 4 South, Range 10 West, In the Rancho San Juan Cajon De Santa
Ana, In the City Of Anaheim, County Of Orange, State Of California, As Said Section Is
ShOWN ON A Map RecORDERed In Book 51, Page 10 Of Miscellaneous Maps, Records Of Orange
County, California, Described As Follows:

BEGINNING AT A POINT ON THE SOUTH LINE OF Said Section 22, Distant West 105.00 Feet
FROM THE SOUTHEAST CORNER OF Said West Half; Thence West 97.00 Feet Along Said South
Line Of Said Section 22; Thence North 290.00 Feet Parallel With THE East Line Of Said
West Half; Thence East 60.00 Feet Parallel With Said South Line Of Said Section 22;
Thence South 64.00 Feet Parallel With The East Line Of Said West Half; Thence
SoutheasterLY 55.23 Feet, More Or Less, To A Point On THE West Line Of THE East 105.00
Feet Of Said West Half Which Is 185.00 Feet North From Said South Line Of Said Section
22; Thence South 185.00 Feet Parallel With Said East Line To The Point Of Beginning.

Parcel 21 Is Also ShOWN As Parcel D OF Certificate Of COMPLIANCE No. 91-03 Recorded
May 29, 1991 As Instrument No. 91-264968 Of Official Records And RE-RECORDED July 23,

Parcels 22 Through 28: Intentionally Omitted

Parcels 29-32A: (Cosmic Age, Ihop Pizza, Galaxy)

ALL OF Disney's RIGHT, TITLE AND INTEREST UNDER THAT CERTAIN GROUND LEASE
AGREEMENT DATED AS OF July 24, 1991 By AND BETWEEN La Veta Domino, As
Landlord, And Walt Disney World Co., Successor-By-Merger To Devonson
Corporation, AS Tenant, Which Lease AFFECTS THE FOLLOWING REAL PROPERTY:

Legal Description -Page 10
THE NORTH 200.00 OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

PARCELS 29-32B:

ALL OF DISNEY'S RIGHT, TITLE AND INTEREST UNDER THAT CERTAIN GROUND LEASE AGREEMENT DATED AS OF JULY 24, 1991 BY AND BETWEEN LA VETA DOMINO, AS LANDLORD, AND WALT DISNEY WORLD CO., SUCCESSOR-BY-MERGER TO DEVONSON CORPORATION, AS TENANT, WHICH LEASE AFFECTS THE FOLLOWING REAL PROPERTY:

THE SOUTH 250.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

PARCEL 33A: (DISNEYLAND)

PARCELS 1, 2 AND 3 IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA OF LOT LINE ADJUSTMENT NO. 317 RECORDED AUGUST 31, 1994 AS INSTRUMENT NO. 94-0534634 OFFICIAL RECORDS.

EXCEPT THEREFROM THAT PORTION THEREOF DESCRIBED IN A DEED TO THE CITY OF ANAHEIM, RECORDED FEBRUARY 14, 1996 AS INSTRUMENT NO. 96-68741 OFFICIAL RECORDS.

PARCEL 33B: INTENTIONALLY OMITTED

PARCEL 33C:

THE EAST HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 33D:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION TWENTY-TWO, TOWNSHIP FOUR SOUTH, RANGE TEN WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.


LEGAL DESCRIPTION -PAGE 11
PARCEL 33E:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SOUTHEAST QUARTER, SOUTH 89° 56' 40" WEST 425.00 FEET FROM THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE AT RIGHT ANGLES, NORTH 0° 03' 20" WEST 15.00 FEET TO THE NORTHERLY LINE OF WINSTON ROAD; THENCE NORTH 89° 23' 18" EAST 185.44 FEET TO A LINE PARALLEL WITH AND DISTANT NORTHERLY 45.00 FEET, MEASURED AT RIGHT ANGLES, FROM SAID SOUTH LINE; THEN ALONG SAID PARALLEL LINE, NORTH 89° 56' 40" EAST 30.19 FEET TO A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 350.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, FROM A TANGENT WHICH BEARS NORTH 35° 51' 33" WEST, THROUGH AN ANGLE OF 35° 35' 08", AN ARC DISTANCE OF 217.38 FEET; THENCE NORTH 0° 16' 25" WEST 322.59 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 230.00 FEET; THENCE NORTHERLY ALONG SAID CURVE TO THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89° 57' 39" WEST 264.04 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 0° 13' 05" EAST, 560.12 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 89° 56' 40" EAST 235.69 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE, DESCRIBED AS HAVING A BEARING OF NORTH 0° 16' 25" WEST, IN THE DEED TO THE STATE OF CALIFORNIA FILED DECEMBER 1, 1954, AS DOCUMENT NO. 30189 IN THE OFFICE OF THE REGISTRAR OF TITLES OF SAID ORANGE COUNTY; THENCE ALONG SAID COURSE, SOUTH 0° 16' 25" EAST 55.93 FEET TO THE POINT OF TANGENCY OF THIS COURSE WITH A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 370.00 FEET THENCE NORTHERLY ALONG SAID CURVE TO THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER; THENCE EASTERLY TO THE NORTHWESTERLY CORNER OF THE DEED TO THE SAID STATE OF CALIFORNIA; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID DEED TO THE STATE OF CALIFORNIA TO THE POINT OF BEGINNING AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED FEBRUARY 18, 1958 IN BOOK 4199, PAGE 254, OFFICIAL RECORDS.

PARCEL 33F:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, BOUNDED NORTHERLY AND WESTERLY BY THOSE CERTAIN COURSES DESCRIBED IN A DEED TO THE STATE OF CALIFORNIA, RECORDED AS DOCUMENT NO. 30189, VOLUME 65, PAGE 16217, REGISTER OF TITLES, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS HAVING LENGTHS OF 30.19 FEET, 85.44 FEET AND 15.00 FEET AND BOUNDED WESTERLY AND SOUTHERLY BY THOSE CERTAIN COURSES DESCRIBED IN A DEED TO THE STATE OF CALIFORNIA, RECORDED IN BOOK 2789, PAGE 450, OFFICIAL RECORDS IN SAID OFFICE AS HAVING LENGTHS OF 15.00 FEET, 61.85 FEET AND 123.72 FEET; AND BOUNDED NORTHEASTERLY BY THE NORTHWESTERLY CONTINUATION OF THAT CERTAIN CURVE DESCRIBED IN LAST MENTIONED DEED AS HAVING A RADIUS OF 350.00 FEET.

EXCEPTING THEREFROM THAT PORTION OF WINSTON ROAD 30.00 FEET WIDE INCLUDED WITHIN THE BOUNDARIES OF THE ABOVE DESCRIBED PARCEL OF LAND (THE CENTERLINE OF SAID WINSTON ROAD BEING THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHWEST QUARTER.)
PARCEL 33G:


EXCEPT THAT PORTION THEREOF INCLUDED WITHIN THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED AUGUST 11, 1954 IN BOOK 2789, PAGE 450, OFFICIAL RECORDS.

ALSO EXCEPT FROM THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22 ALL OIL AND MINERAL SUBSTANCES IN AND UNDER SAID PROPERTY BELOW A LEVEL OF 500 FEET FROM THE SURFACE OF SAID PROPERTY BUT WITHOUT THE RIGHT OF ENTRY ON THE SURFACE OF SAID PROPERTY FOR THE PURPOSE OF EXPLOITING FOR, DEVELOPING, PRODUCING OR REMOVING SAID SUBSTANCES AS RESERVED IN THE DEED FROM CHARLES WESLEY FALL AND WIFE, RECORDED JUNE 16, 1954 IN BOOK 2748, PAGE 41, OFFICIAL RECORDS.

ALSO EXCEPT AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL AND MINERAL SUBSTANCES IN AND UNDER A PORTION OF SAID LAND HEREINAPTER DESCRIBED, BELOW A LEVEL OF 500 FEET FROM THE SURFACE THEREOF BUT WITHOUT THE RIGHT OF ENTRY ON THE SURFACE OF SAID PROPERTY FOR THE PURPOSE OF EXPLOITING FOR, DEVELOPING, PRODUCING OR REMOVING SAID SUBSTANCES AS RESERVED IN THE DEEDS FROM AGNES N. REDMAN AND OTHER RECORDED JUNE 16, 1954 IN BOOK 2748, PAGES 67, 69 AND 72, OFFICIAL RECORDS, RESPECTIVELY, SAID PORTION OF SAID LAND BEING DESCRIBED AS FOLLOWS:

THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, ALL IN SAID SECTION 22, EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE WEST 130 FEET; THENCE AT RIGHT ANGLES SOUTH 125 FEET; THENCE AT RIGHT ANGLES EAST 130 FEET; THENCE AT RIGHT ANGLES NORTH 125 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF CERRITOS AVENUE, 117 FEET, MORE OR LESS, EAST OF THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE SOUTH 150 FEET; THENCE EAST 60 FEET; THENCE NORTH 150 FEET; THENCE WEST 60 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF CERRITOS AVENUE 124 FEET, MORE OR LESS, EAST OF THE WEST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE SOUTH 241 FEET; THENCE EAST 75 FEET; THENCE NORTH 241 FEET; THENCE WEST 75 FEET TO THE POINT OF BEGINNING.

PARCEL 33H:

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN.

EXCEPT THE NORTH 30 FEET OF THE WEST 100 FEET THEREOF.

LEGAL DESCRIPTION—PAGE 13
PARCEL 33I:

AN UNDIVIDED ONE-FOURTH INTEREST IN THE NORTH 30 FEET OF THE WEST 100 FEET OF THE
NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 4
SOUTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN.

PARCEL 33J:

THE NORTH 1 FOOT OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER
OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 10 WEST SAN BERNARDINO MERIDIAN.

PARCEL 33K:

ALL THAT CERTAIN LAND SITUATED IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF
CALIFORNIA, DESCRIBED AS FOLLOWS:

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22,
TOWNSHIP 4 SOUTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN.

EXCEPTING THEREFROM THE SOUTH 250 FEET.

PARCEL 33L:

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22,
TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, CITY OF
ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SAID SECTION IS SHOWN ON A MAP
RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY
RECORER OF SAID COUNTY.

EXCEPT THE NORTH 1 FOOT THEREOF.

PARCELS 34 THROUGH 45: INTENTIONALLY OMITTED

PARCEL 46A: (RIVERA)

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP
4 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, IN THE CITY OF
ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 51,
PAGE 10 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO
COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 27, NORTH
89° 54' 30" EAST 1117.80 FEET FROM THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER;
THENCE NORTH 89° 54' 30" EAST 160.00 FEET; THENCE SOUTH 01° 21' 00" EAST 265.06 FEET
PARALLEL WITH THE CENTERLINE OF HARBOR BOULEVARD, AS SHOWN ON A MAP FILED IN BOOK 43,
PAGE 33 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TO
A LINE PARALLEL WITH AND SOUTHERLY 265.00 FEET FROM SAID NORTH LINE OF THE NORTHEAST
QUARTER; THENCE SOUTH 89° 54' 30" WEST 160.00 FEET ALONG SAID PARALLEL LINE; THENCE
NORTH 01° 21' 00" WEST 265.00 FEET TO THE POINT OF BEGINNING.
PARCEL 46B:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, AS SHOWN ON A MAP FILED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID SECTION 27, NORTH 89° 54' 30" EAST 1277.80 FEET FROM THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 89° 54' 30" EAST 150.03 FEET ALONG SAID NORTHERLY LINE TO THE BOUNDARY LINE OF THE LAND DESCRIBED AS PARCEL 1 IN THE DEED TO LOUIS R. RUBIN, A MARRIED MAN, RECORDED FEBRUARY 16, 1959 IN BOOK 4587, PAGE 154, OFFICIAL RECORDS; THENCE SOUTH 01° 20' 15" EAST 265.06 FEET ALONG SAID BOUNDARY LINE TO A LINE THAT IS PARALLEL WITH AND SOUTHERLY 265.00 FEET FROM THE NORTHERLY LINE OF SAID SECTION 27; THENCE SOUTH 89° 54' 30" WEST 149.97 FEET ALONG SAID PARALLEL LINE TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN THE DEED TO JOHN B. PENNINO AND OTHERS, RECORDED DECEMBER 14, 1959 IN BOOK 5013, PAGE 307, OFFICIAL RECORDS; THENCE NORTH 01° 20' 15" WEST 265.06 FEET TO THE POINT OF BEGINNING.

PARCEL 46C:

THAT PORTION OF THE NORTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, AS SHOWN ON A MAP FILED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTH HALF OF THE NORTH HALF, BEING SOUTH 01° 21' 00" EAST 656.10 FEET FROM THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 89° 49' 28" EAST 460.01 FEET ALONG THE SOUTHERLY LINE OF SAID NORTH HALF OF THE NORTH HALF TO THE TRUE POINT OF BEGINNING; THENCE NORTH 01° 21' 00" WEST 390.36 FEET PARALLEL WITH THE WESTERLY LINE OF SAID NORTHEAST QUARTER TO A LINE PARALLEL WITH THE NORTHERLY LINE OF SAID NORTHEAST QUARTER AND SOUTHERLY 265.00 FEET, MEASURED AT RIGHT ANGLES FROM THE NORTHERLY LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89° 54' 30" EAST 967.75 FEET ALONG SAID PARALLEL LINE TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN THE DEED TO JERALD A. PHILLIPS, AND OTHERS, RECORDED MAY 10, 1960 IN BOOK 5237, PAGE 24, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 01° 20' 15" WEST 265.06 FEET ALONG THE EAST LINE OF SAID LAND TO THE NORTH LINE OF SAID SECTION; THENCE NORTH 89° 54' 30" EAST 100.00 FEET ALONG SAID NORTH LINE TO THE NORTHWEST CORNER OF THE LAND DESCRIBED IN THE DEED TO LOUIS M. RUBIN, RECORDED MARCH 4, 1960 IN BOOK 5130, PAGE 186 OF SAID OFFICIAL RECORDS; THENCE SOUTH 01° 20' 15" EAST 265.06 FEET TO THE SOUTHWEST CORNER OF SAID LAND; THENCE NORTH 89° 54' 30" EAST 1114.70 FEET PARALLEL WITH AND SOUTHERLY 265.00 FEET FROM THE NORTH LINE OF SAID SECTION TO THE EASTERNLY LINE OF SAID SECTION; THENCE SOUTH 01° 19' 30" EAST 387.16 FEET TO THE SOUTHEAST CORNER OF SAID NORTH HALF OF THE NORTH HALF; THENCE SOUTH 89° 49' 28" WEST 2182.22 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 46D:

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, AS SHOWN ON A MAP FILED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION --PAGE 15
BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER, NORTH 89° 54' 30" EAST 1527.86 FEET FROM THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 1° 20' 15" EAST 265.06 FEET; THENCE NORTH 89° 54' 30" EAST 200.05 FEET; THENCE NORTH 1° 20' 15" WEST 265.06 FEET TO SAID NORTH LINE; THENCE SOUTH 89° 54' 30" WEST 200.05 FEET TO THE POINT OF BEGINNING.

PARCEL 46E:

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, AS SHOWN ON A MAP FILED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION, SOUTH 89° 54' 30" WEST 545.00 FEET TO THE NORTHEAST CORNER OF SAID SECTION; THENCE SOUTH 01° 19' 30" EAST 265.06 FEET PARALLEL WITH THE EAST LINE OF SAID SECTION TO A LINE PARALLEL WITH AND SOUTHERLY 265.00 FEET FROM SAID NORTH LINE; THENCE SOUTH 89° 54' 30" WEST 369.62 FEET ALONG SAID PARALLEL LINE TO THE SOUTHEAST CORNER OF LAND DESCRIBED IN THE DEED TO LOUIS H. RUBIN, RECORDED MARCH 4, 1960 IN BOOK 5130, PAGE 186 OF OFFICIAL RECORDS; THENCE NORTH 01° 20' 15" WEST 265.06 FEET TO THE NORTHEAST CORNER OF SAID LAND OF RUBIN; THENCE NORTH 89° 54' 30" EAST 369.68 FEET TO THE POINT OF BEGINNING.

EXCEPT THE EAST 75.00 FEET THEREOF.