RESOLUTION OF THE BOARD OF SUPERVISORS OF

ORANGE COUNTY, CALIFORNIA

September 30, 2014

WHEREAS, in February 1985, the Orange County Board of Supervisors approved a Master Plan to provide for additional airline service and facility improvements at John Wayne Airport, Orange County ("JWA") ("JWA Master Plan"), an airline access plan and an associated land use compatibility plan;

WHEREAS, Environmental Impact Report 508/Environmental Impact Statement ("EIR 508/EIS") was prepared pursuant to the National Environmental Policy Act ("NEPA") and the California Environmental Quality Act ("CEQA") to address the potential environmental impacts associated with implementation of the JWA Master Plan and related plans;

WHEREAS, the Orange County Board of Supervisors certified Final EIR 508/EIS as adequate for the JWA Master Plan and related plans;

WHEREAS, following certification of EIR 508/EIS and adoption of the l985 Master Plan, related litigation was initiated by the County of Orange in the U.S. District Court for the Central District of California, and the City of Newport Beach ("City") and two citizens groups, Stop Polluting Our Newport ("SPON") and the Airport Working Group ("AWG"), in the Orange County Superior Court ("the EIR 508/EIS litigation");

WHEREAS, in November 1985, the County of Orange and the Orange County Board of Supervisors ("the Board" or, collectively, "the County"), the City, SPON, and AWG, (collectively, "the settling parties") entered into a stipulation to implement the settlement of the longstanding dispute between the settling parties concerning the development and operation of JWA ("the 1985 Settlement Agreement");

WHEREAS, on December 15, 1985, the U.S. District Court entered a final judgment ("the confirming judgment") pursuant to the 1985 Settlement Agreement. The confirming judgment: (1) adjudicated that EIR 508/EIS is legally adequate for the EIR 508/EIS Project under CEQA and NEPA, and all relevant state and federal implementing regulations; (2)

adjudicated that all other claims, controversies and/or counterclaims were dismissed without prejudice; and (3) contained specific provisions for enforcement of the 1985 Settlement Agreement;

WHEREAS, the 1985 Settlement Agreement facilitated important increases in permitted commercial operations at JWA;

WHEREAS, the compromise settlement reached by the settling parties reflected, under all of the circumstances, the individual judgments of the settling parties regarding an appropriate or acceptable balance between demand for air travel services in Orange County and any adverse environmental effects associated with the operation of JWA;

WHEREAS, in reaching the 1985 Settlement Agreement, the settling parties considered operational and other factors applicable to JWA that are not applicable to any other airport. The 1985 Settlement Agreement is site specific to JWA, and premised upon its unique history, operational characteristics and limitations;

WHEREAS, in 2012, the settling parties initiated discussions regarding the possibility of amending the 1985 Settlement Agreement to extend beyond 2015;

WHEREAS, on April 16, 2013, the Board approved a Memorandum of Understanding ("MOU") between the County and the City pursuant to which the County would act as lead agency and the City would act as a responsible agency in the preparation of an Environmental Impact Report ("EIR") that would support the County and City approval of an operational scenario evaluated in the EIR regarding amendments to the terms and conditions of the 1985 Settlement Agreement (as last amended in 2003) concerning restrictions at JWA;

WHEREAS, this EIR was designated as EIR 617 and was circulated for public review and comment pursuant to and consistent with CEQA and the State CEQA Guidelines;

WHEREAS, the County, as the lead agency, the project proponent and airport proprietor, set forth certain goals and objectives to guide it during the preparation of EIR 617 and amending the terms and conditions of the 1985 Settlement Agreement (as last amended in 2003), including, but not limited to the following:

///

(i) Modifying some existing restrictions on aircraft operations at JWA in order to provide increased air transportation opportunities to the air-traveling public using JWA without adversely affecting aircraft safety, recognizing that aviation noise management is crucial to continued increases in JWA's capacity;

(ii) Reasonably protecting the environmental interests and concerns of persons residing in the vicinity of JWA, including their concerns regarding "quality of life" issues arising from the operation of JWA, including but not limited to noise and traffic;

(iii) Preserving, protecting, and continuing to implement the important restrictions established by the 1985 Settlement Agreement, which were "grandfathered" under the Airport Noise and Capacity Act of 1990 and reflect and accommodate historical policy decisions of the Board regarding the appropriate point of balance between the competing interests of the air transportation and aviation community and local residents living in the vicinity of JWA;

(iv) Providing a reasonable level of certainty to the following regarding the level of permitted aviation activity at JWA for a defined future period of time: surrounding local communities, Airport users (particularly scheduled commercial users), and, the air-traveling public; and,

(v) Considering revisions to the regulatory operational restrictions at JWA in light of the current aviation environment, the current needs of the affected communities, and industry interests represented at JWA.

WHEREAS, these goals and objectives are consistent with long-standing and adopted policy of the County to operate JWA in a manner that provides the maximum air transportation opportunities at JWA while ensuring that airport operations do not unreasonably result in adverse environmental effects of surrounding communities;

WHEREAS, this Board independently considered the merits of all operational scenarios, including the Proposed Project and five alternatives, identified in EIR 617 and measured the benefits and costs of those alternative scenarios as identified in EIR 617;

WHEREAS, on September 30, 2014, by Resolution No. 14-088, the Board certified EIR 617 as complete and adequate in that it addresses all environmental effects of the Proposed Project and fully complies with the requirements of CEQA and the County's Local CEQA Procedures Manual, and adopted related CEQA Findings of Fact, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Plan (collectively "CEQA Findings").

WHEREAS, JWA, at the direction of the Board, has engaged in active negotiations with the City, SPON, and AWG. Those negotiations have been productive and fruitful, and County staff and the City, SPON and AWG are presently in agreement and recommend Board approval of the Proposed Project, as described below, and authorization of execution of the Amended Stipulation;

WHEREAS, the Proposed Project and implementing Amended Stipulation continues the essential terms and conditions of the 1985 Settlement Agreement regarding the County's development and operation of JWA, with certain capacity enhancing modifications, including:

(i) Increasing the number of regulated flights allocated to passenger Commercial Carriers at JWA from eighty-five (85) to ninety-five (95) average daily departures ("ADDs"), beginning on January 1, 2021, through December 31, 2030; and

(ii) Increasing the million annual passengers ("MAP") level served at JWA from the 10.8 MAP to 11.8 MAP, beginning on January 1, 2021, through December 31, 2025, and increasing the MAP level served at JWA from 11.8 MAP to 12.2 or 12.5 MAP,[1] beginning on January 1, 2026, through December 31, 2030; and

///

---

[1] The trigger for the capacity increase to 12.5 MAP beginning on January 1, 2026 requires that air carriers be within five (5) percent of 11.8 MAP (i.e., 11.21 MAP) in any one calendar year during the January 1, 2021 through December 31, 2025 timeframe. If the operational levels are not equal to or greater than 11.21 MAP during that timeframe, then the MAP level shall only increase to 12.2 MAP beginning on January 1, 2026.

(iii) Eliminating the limit on the permitted number of commercial passenger loading bridges at JWA beginning on January 1, 2021.

NOW, THEREFORE, IT BE RESOLVED that the County of Orange, as the airport proprietor of JWA:

1. Approves the Proposed Project for JWA, as described above, and in Final Environmental Impact Report 617 and in companion Resolution No. 14-088, and the related and attached CEQA Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Plan.
2. Adopts and incorporates as conditions to this approval all of the mitigation measures discussed in EIR 617, and as identified in the companion Resolution No. 14-088, and the related and attached CEQA Findings of Fact and Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Plan, and directs that all such mitigation measures be implemented at a time and in a manner consistent with the approved Project and each mitigation measure.
3. Approves as to form and content, and authorizes County execution of the "Ninth Supplemental Stipulation By The County of Orange, California, The City of Newport Beach, Stop Polluting Our Newport, And The Airport Working Group of Orange County, Inc., Amending The Terms and Conditions Of The Previous Stipulation of Those Parties And Requesting A Modification Of An Executory Judgment Of The Court" (see "Exhibit A" to this Resolution).
4. The approval as to form and content, and authorization of County execution of the Ninth Supplemental Stipulation is effective only at such time as the Ninth Supplemental Stipulation has been approved by all other settling parties, including, but not limited to, the City of Newport Beach, Stop Polluting Our Newport, and the Airport Working Group and all such parties have executed the Ninth Supplemental Stipulation.

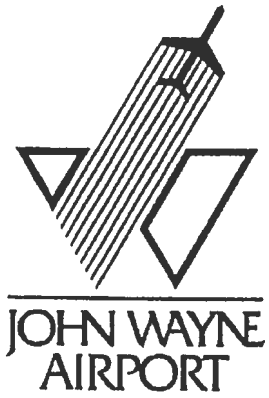

EXHIBIT A

AMENDED STIPULATION

Nicholas S. Chrisos, County Counsel (Bar No. 70442)
Paul M. Albarian, Deputy County Counsel (Bar No. 232833)
palbarian@ocair.com
County of Orange
P.O. Box 1379
Santa Ana, CA 92702-1379
Telephone: (949) 252-5280
Facsimile: (949) 252-5044

Attorneys for County of Orange
(See next page for additional counsel)

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

COUNTY OF ORANGE, Plaintiffs, v. AIR CALIFORNIA, et al. Respondents. CITY OF NEWPORT BEACH, Counterclaimant, v. COUNTY OF ORANGE; ORANGE COUNTY BOARD OF SUPERVISORS, and DOES 1 through 1,000, Inclusive, Counterdefendants. AND RELATED COUNTERCLAIMS.	Case No. CV 85-1542 TJH (MCx) **NINTH SUPPLEMENTAL STIPULATION BY THE COUNTY OF ORANGE, CALIFORNIA, THE CITY OF NEWPORT BEACH, STOP POLLUTING OUR NEWPORT, AND THE AIRPORT WORKING GROUP OF ORANGE COUNTY, INC., AMENDING THE TERMS AND CONDITIONS OF THE PREVIOUS STIPULATIONS OF THOSE PARTIES AND REQUESTING A MODIFICATION OF AN EXECUTORY JUDGMENT OF THE COURT** **AND** **[PROPOSED] ORDER**

Lori D. Ballance (Bar No. 133469)
lballance@gdandb.com
Danielle K. Morone (Bar No. 246831)
dmorone@gdandb.com
Gatzke Dillon & Ballance LLP
2762 Gateway Road
Carlsbad, California 92009
Telephone: (760) 431-9501
Facsimile: (760) 431-9512

Attorneys for County of Orange

Aaron C. Harp (Bar No. 190665)
aharp@newportbeachca.gov
City Attorney
100 Civic Center Drive
Newport Beach, California 92660
Telephone: (949) 644-3131
Facsimile: (949) 644-3139

Attorneys for City of Newport Beach

Barbara Lichman (Bar No. 138469)
blichman@buchalter.com
Buchalter Nemer
18400 Von Karman Avenue, Suite 800
Irvine, California 92612
Telephone: (949) 224-6292
Facsimile: (949) 720-0182

Attorneys for Airport Working Group of Orange County, Inc. (AWG)

Steven M. Taber (Bar No. 250205)
staber@taberlaw.com
Taber Law Group PC
P.O. Box 60036
Irvine, California 92602
Telephone: (949) 735-8217
Facsimile: (714) 707-4282

Attorneys for Stop Polluting Our Newport (SPON)

I. BASIS FOR THE "1985 SETTLEMENT AGREEMENT"

1. In November 1985, the County of Orange and the Orange County Board of Supervisors ("Board") (collectively, the "County"), the City of Newport Beach ("City"), Stop Polluting Our Newport ("SPON"), and the Airport Working Group of Orange County, Inc. ("AWG") (City, SPON and AWG are sometimes collectively referred to as "the City"), by their respective counsel of record, entered into a stipulation to implement the settlement of the longstanding dispute between the County and the City concerning the development and operation of John Wayne Airport ("JWA") ("the 1985 Settlement Agreement"). The parties are sometimes collectively referred to in this Ninth Supplemental Stipulation ("Amended Stipulation") as the "Settling Parties."

On December 15, 1985, the U.S. District Court entered a final judgment ("the confirming judgment") pursuant to the 1985 Settlement Agreement, which: (1) adjudicated that Environmental Impact Report 508/Environmental Impact Statement ("EIR 508/EIS") was legally adequate for the "EIR 508/EIS Project" (as that term is hereafter defined) under the California Environmental Quality Act ("CEQA"), the National Environmental Policy Act (''NEPA"), and all relevant state and federal implementing regulations; (2) adjudicated that all other claims, controversies and/or counterclaims were dismissed without prejudice; and (3) contained specific provisions for enforcement of the 1985 Settlement Agreement.

2. The compromise settlement reached by the Settling Parties reflected, under all of the circumstances, the individual judgments of the Settling Parties regarding an appropriate or acceptable balance between demand for air travel services in Orange County and any adverse environmental effects associated with the operation of JWA. The Settling Parties acknowledge that, without the 1985 Settlement Agreement and confirming judgment, protracted litigation would have continued and created an ongoing risk of impeding or preventing the County's development of JWA, and its ability to create additional access opportunities for commercial operators desiring to use JWA.

3. Other provisions of the Settling Parties' agreement included actions that were generally described in, but not implemented directly through, the 1985 Settlement Agreement. Those provisions included actions undertaken by the County in adopting and implementing Resolution Nos. 85-1231, 85-1232 and 85-1233 (all adopted on August 27, 1985) concerning certification of EIR 508/EIS, adoption of additional mitigation measures and additional airport site studies in Orange County, and the parties' dismissal of other litigation concerning JWA.

4. In reaching the 1985 Settlement Agreement, the Settling Parties considered operational and other factors applicable to JWA that are not applicable to any other airport. As such, the 1985 Settlement Agreement is site specific to JWA, premised upon its unique history, operational characteristics and limitations. Specifically, the essential character of JWA as an airport facility, both operationally

and environmentally, is defined by the significant and substantial physical and environmental constraints affecting public use of the facility, including, but not limited to, the extremely confined airport area that includes a total of approximately five hundred and four (504) acres, less than four hundred (400) acres of which are available for airfield operations, an extensive highway and local street system that surrounds the area, and residential and commercial areas located generally to the southeast, south, west, southwest, and north of the airport area, and commercial areas to the east of the airport area.

5. Regularly scheduled commercial service was first initiated at JWA in 1967; and, since the late 1960s, the County has regulated the use and operation of JWA by a variety of means in an effort to control and reduce any adverse environmental impacts caused by aircraft operations to and from JWA. These regulations have included such restrictions as: (i) strict noise-based limitations on the type of aircraft that are permitted to use JWA, including both commercial and general aviation aircraft; (ii) a nighttime "curfew" on aircraft operations exceeding certain specified noise levels; and (iii) limitations on the number of average daily commercial departures which can occur at the facility, either directly or through a limit on the permitted number of annual commercial passengers. Even prior to 1985, the controlled nature of the airport's operation, arising from a wide range of political, environmental, social and economic considerations, had become institutionalized to the extent that the regulated nature of the airport was a definitional component of its character as an air transportation facility.

6. The 1985 Settlement Agreement and confirming judgment were not intended to, and did not: (i) create any rights in favor of any persons other than the Settling Parties; or (ii) make the Settling Parties (other than the County) or any other person, parties to, or third party beneficiaries of, any contractual agreement between the County, as airport proprietor of JWA, and the United States of America (or any of its agencies).

II. BASIS OF AMENDMENTS TO THE TERMS AND CONDITIONS

7. Subsequent to execution of the 1985 Settlement Agreement and prior to this Ninth Supplemental Stipulation, the County and other Settling Parties negotiated eight series of amendments to the original agreement, which were filed with this Court. Those eight previous stipulations made various amendments to the provisions of the 1985 Settlement Agreement and reflect a long-standing, collaborative relationship between the County and other Settling Parties. Consistent with historical practice, in January 2012, the County and other Settling Parties initiated discussions regarding the possibility of amending the 1985 Settlement Agreement to extend beyond 2015.

8. On April 16, 2013, the Board approved a Memorandum of Understanding ("MOU")[1] between the County and the Settling Parties pursuant to which the County would act as lead agency (with the City designated a responsible agency) in the

[1] For purposes of evaluating potential amendments to the 1985 Settlement Agreement, the MOU identified a "Proposed Project," as defined by the operational parameters set forth in Paragraphs 15, 37 through 39, and 41 below, as well as four alternatives, referred to as the CEQA-mandated No Project Alternative, Alternative A, Alternative B and Alternative C.

preparation of an Environmental Impact Report ("EIR") that would support County and City approval of an operational scenario evaluated in the EIR regarding amendments to the terms and conditions of the 1985 Settlement Agreement concerning restrictions at JWA. This EIR was designated as EIR 617 and was circulated for public review and comment pursuant to and consistent with CEQA (Pub. Resources Code, §21000 et seq.) and the State CEQA Guidelines (Cal. Code Regs., tit. 14, §15000 et seq.).

9. Final EIR 617 was found complete and adequate under CEQA by the Board of Supervisors on September 30, 2014. On that date, the Board:

(a) Certified Final EIR 617 as adequate and complete and as containing all information required by CEQA, the State CEQA Guidelines, and the County Local CEQA Procedures Manual;

(b) Adopted the statutorily required Findings, Mitigation Monitoring and Reporting Plan and Statement of Overriding Considerations consistent with CEQA and the State CEQA Guidelines;

(c) Approved the Proposed Project, thereby authorizing an increase in permitted operational capacities at levels defined in Paragraphs 15, 37 through 39, and 41 below; and,

(d) Authorized execution of an Amended Stipulation after its approval and execution by the City, SPON and AWG, and subject to the Airport Director receiving a letter from the Federal Aviation Administration ("FAA") stating that the Amended Stipulation is consistent with federal law.

10. Consistent with the MOU's provisions, EIR 617 evaluated proposed modifications to some of the provisions of the 1985 Settlement Agreement, including an increase in permitted operational capacities and an extension of the term of the agreement. In order to permit the Board and the City to determine the final terms of any amendments to the 1985 Settlement Agreement, the "Proposed Project," and four other alternatives (see, supra, footnote 1), were each evaluated in the EIR to an equivalent level of detail that would permit the County and the City to adopt amendments to the 1985 Settlement Agreement consistent with all or a portion of either the Proposed Project or the alternatives.

11. On _____ __, 20__, the City authorized execution of this Amended Stipulation subject to certain conditions, including receipt of the FAA Chief Counsel opinion letter referenced above. On or about _____ __, 20__, SPON and AWG each authorized execution of this Amended Stipulation subject to conditions similar to those specified by the City and the County.

12. All conditions to the execution of this Amended Stipulation by each of the Settling Parties have been satisfied and, a copy of the FAA's letter to the Airport Director, dated _____ __, 20__, confirming that the Amended Stipulation is consistent with federal law is attached to this Stipulation as "Exhibit A."

13. The goals and objectives of the County, as the lead agency, the project proponent and the airport proprietor, in preparing EIR 617 and entering into this Amended Stipulation, included:

(a) Modifying some existing restrictions on aircraft operations at JWA in order to provide increased air transportation opportunities to the air-traveling public using JWA without adversely affecting aircraft safety, recognizing that aviation noise management is crucial to continued increases in JWA's capacity;

(b) Reasonably protecting the environmental interests and concerns of persons residing in the vicinity of JWA, including their concerns regarding "quality of life" issues arising from the operation of JWA, including but not limited to noise and traffic;

(c) Preserving, protecting, and continuing to implement the important restrictions established by the 1985 Settlement Agreement, which were "grandfathered" under the Airport Noise and Capacity Act of 1990 and reflect and accommodate historical policy decisions of the Board regarding the appropriate point of balance between the competing interests of the air transportation and aviation community and local residents living in the vicinity of JWA;

(d) Providing a reasonable level of certainty to the following interests regarding the level of permitted aviation activity at JWA for a defined future period of time: surrounding local communities, Airport users (particularly scheduled commercial users), and, the air-traveling public; and,

(e) Considering revisions to the regulatory operational restrictions at JWA in light of the current aviation environment, the current needs of the affected communities, and industry interests represented at JWA.

These objectives are consistent with a long-standing and adopted policy of the County to operate JWA in a manner that provides the maximum air transportation opportunities at JWA, while ensuring that airport operations do not unreasonably result in adverse environmental effects on surrounding communities.

14. Subject to the approval of the Court by entry of a Modified Final Judgment consistent with this Amended Stipulation ("the Modified Final Judgment"), this Amended Stipulation contains all of the obligations of the Settling Parties. The County shall have no obligation to the City, SPON or AWG, nor shall there be any restriction on the discretion of the County in its capacity as airport proprietor of JWA, except as that obligation or restriction is expressly stated in this Amended Stipulation.

15. This Amended Stipulation continues the essential terms and conditions of the 1985 Settlement Agreement regarding the County's development and operation of JWA, with certain capacity enhancing modifications, including:

(a) Increasing the number of regulated flights allocated to passenger Commercial Carriers at JWA from eighty-five (85) average daily departures ("ADDs") to ninety-five (95) ADDs, beginning on January 1, 2021, through December 31, 2030;

(b) Increasing the Million Annual Passengers ("MAP") level served at JWA from 10.8 MAP to 11.8 MAP, beginning on January 1, 2021, through December 31,

2025, and increasing the MAP level served at JWA from 11.8 MAP to 12.2 or 12.5 MAP,[2] beginning on January 1, 2026, through December 31, 2030; and,

(c) Eliminating the limit on the permitted number of commercial passenger loading bridges at JWA beginning on January 1, 2021.

III. DEFINITIONS

For purposes of this Amended Stipulation and the proposed Modified Final Judgment, the terms below are defined as follows:

16. "ADD" means "average daily departure," which is computed on an annual basis from January 1 through December 31 of each calendar year. One ADD authorizes any person requiring ADDs for its operations at JWA to operate 365 (or 366 in any "leap year") authorized departures during each Plan Year, subject to the definitions, provisions, conditions and limitations of this Amended Stipulation and implementing regulations of the County.

"ADD" includes all Class A departures, except emergency or mercy flights, departures resulting from mechanical failures, emergency or weather diversions to JWA necessary to reposition an aircraft into its normal scheduling rotation, the repositioning of aircraft to another airport in connection with a published change in the

[2] The trigger for the capacity increase to 12.5 MAP beginning on January 1, 2026 requires that air carriers be within five (5) percent of 11.8 MAP (i.e., 11.21 MAP) in any one calendar year during the January 1, 2021 through December 31, 2025 timeframe. If the operational levels are not equal to or greater than 11.21 MAP during that timeframe, then the MAP level shall only increase to 12.2 MAP beginning on January 1, 2026.

previous schedule of operations of the airline, test or demonstration flights authorized in advance by the airport director, or charter flights by persons not engaged in regularly scheduled commercial service at JWA.

17. "Class A Aircraft" means aircraft which: (i) operate at gross takeoff weights at JWA not greater than the maximum permitted gross takeoff weight for the individual aircraft main landing gear configuration, as set forth in the text of Section 2.27 of the Plan (defined below), as amended through November 8, 2011; and which (ii) generate actual energy-averaged single event noise exposure levels ("SENEL"), averaged during each Noise Compliance Period, as measured at the Departure Monitoring Stations, which are not greater than the values:

NOISE MONITORING STATION	ENERGY AVERAGED DECIBELS
NMS1S:	101.8 dB SENEL
NMS2S:	101.1 dB SENEL
NMS3S:	100.7 dB SENEL
NMS4S:	94.1 dB SENEL
NMS5S:	94.6 dB SENEL
NMS6S:	96.1 dB SENEL
NMS7S:	93.0 dB SENEL

In determining whether an aircraft is a Class A aircraft, its noise performance at the Departure Monitoring Stations shall be determined at each individual station, and

the aircraft must meet each of the monitoring station criteria, without "trade-offs," in order to qualify as a Class A aircraft.

18. "Class E Aircraft" means aircraft which: (i) operate at gross takeoff weights at JWA not greater than the maximum permitted gross takeoff weight for the individual aircraft main landing gear configuration, as set forth in the text of Section 2.27 of the Plan, as amended through November 8, 2011; and which (ii) generate actual energy averaged SENEL levels, averaged during each Noise Compliance Period, as measured at the Departure Monitoring Stations, which are not greater than the values:

NOISE MONITORING STATION	ENERGY AVERAGED DECIBELS
NMS1S:	93.5 dB SENEL
NMS2S:	93.0 dB SENEL
NMS3S:	89.7 dB SENEL
NMS4S:	86.0 dB SENEL
NMS5S:	86.6 dB SENEL
NMS6S:	86.6 dB SENEL
NMS7S:	86.0 dB SENEL

In determining whether an aircraft is a Class E Aircraft, its noise performance at the Departure Monitoring Stations shall be determined at each individual noise monitoring station, and the aircraft must meet each of the noise monitoring station criteria, without "trade-offs," in order to qualify as a Class E Aircraft.

19. "Commercial Air Carrier" or "Air Carrier" means any person other than a Commuter Air Carrier or Commuter Cargo Carrier who operates Regularly Scheduled Air Service into and out of JWA for the purpose of carrying passengers, freight, cargo, or for any other commercial purpose. For purposes of the Plan, Commercial Air Carrier includes all Commercial Cargo Carriers.

20. "Commercial Cargo Carrier" means any person which is an Air Carrier, but which conducts its operations at JWA solely for the purpose of carrying Commercial Cargo with aircraft, regularly configured with zero (0) passenger seats available to the general public, and which does not offer passenger service to the public in connection with its operations at JWA.

21. "Commuter Air Carrier" or "Commuter Carrier" means any person who: (i) operates Regularly Scheduled Air Service into and out of JWA for the purpose of carrying passengers, freight, cargo, or for any other commercial purpose; (ii) with Class E Aircraft regularly configured with not more than seventy (70) passenger seats; and (iii) operating at gross take-off weights of not more than ninety thousand (90,000) pounds. For the purposes of the Plan, Commuter Air Carrier includes all Commuter Cargo Carriers.

22. "Commuter Cargo Carrier" means any person which is a Commuter Air Carrier, but which conducts its operations at JWA solely for the purpose of carrying Commercial Cargo with aircraft regularly configured with zero (0) passenger seats

available to the general public, and which does not offer passenger service to the public in connection with its operations at JWA.

23. "Departure Monitoring Stations" means JWA noise monitoring stations NMS1S, NMS2S, NMS3S, NMS4S, NMS5S, NMS6S and NMS7S.

24. "EIR 617 Project" means the flight, passenger and loading bridge increases authorized by this Amended Stipulation together with the mitigation measures adopted by the Board pursuant to Resolution No. __-__, adopted on September 30, 2014.

25. "MAP" means million annual passengers, consisting of the sum of actual deplaning and enplaning passengers served by all Commercial and Commuter Air Carriers at JWA during each Plan Year, except that it does not include passengers excluded from such calculations under relevant provisions of the Plan.

26. "Noise Compliance Period" means each calendar quarter during the Project Period.

27. "Plan" means the Phase 2 Commercial Airline Access Plan and Regulation for John Wayne Airport, Orange County, and any successor regulations or amendments to the Plan.

28. "Plan Year" means the period from January 1 to December 31 of each calendar year.

29. "Project Period" means the period from February 26, 1985 to December 31, 2030. Notwithstanding the foregoing, the Settling Parties agree that none of the

limits on operations or facilities contained in this Amended Stipulation will expire at the end of the Project Period absent affirmative action by the Board of Supervisors of Orange County, taken in accordance with CEQA and other applicable laws, that is intended to alter the limits.

30. "Regularly Scheduled Air Service" means all operations conducted by Regularly Scheduled Commercial Users at JWA.

31. "Regularly Scheduled Commercial User" means any person conducting aircraft operations at JWA for the purpose of carrying passengers, freight or cargo where: (i) such operations are operated in support of, advertised, or otherwise made available to members of the public by any means for commercial air transportation purposes, and members of the public may travel or ship Commercial Cargo on the flights; (ii) the flights are scheduled to occur, or are represented as occurring (or available) at specified times and days; and (iii) the person conducts, or proposes to operate, departures at JWA at a frequency greater than two (2) times per week during any consecutive three (3) week period.

32. "Regulated ADDs" means average daily departures by Class A aircraft operated by Commercial Air Carriers. Supplemental Class A Authorized Departures, as defined in Section 4.0 of the Plan, are also "Regulated" within the meaning of this section.

33. "RON" means any aircraft operated by a Qualified Air Carrier or Qualified Commuter Carrier which "remains overnight" at JWA.

IV. STIPULATION FOR MODIFICATION OF EXISTING JUDGMENT

In recognition and consideration of the foregoing recitals and definitions, the Settling Parties agree to this Amended Stipulation and for a related and conforming Modified Final Judgment of the Court that contains the terms stated below.

A. FLIGHT AND MAP LIMITS

34. Prior to January 1, 2021, there shall be a maximum of eighty-five (85) Commercial Air Carrier Class A ADDS and four (4) Commercial Cargo Air Carrier Class A ADDs serving JWA.

35. No aircraft generating noise levels greater than that permitted for Class A aircraft shall be permitted to engage in Regularly Scheduled Air Service at JWA.

36. Prior to January 1, 2021, JWA shall serve no more than 10.8 MAP during any Plan Year.

37. Beginning January 1, 2021 through December 31, 2030, there shall be a maximum of ninety-nine (99) Class A ADDs allocated to Regularly Scheduled Commercial Air Carriers.

38. Four (4) of the ninety-nine (99) Class A ADDs permitted under Paragraph 37 above shall be designated as Commercial Cargo Class A ADDs and shall be allocated to Commercial Cargo Carriers to the extent demand exists. A maximum of two (2) of the four (4) Commercial Cargo Class A ADDs may be allocated by the County to Commercial Air Carriers for any Plan Year in which the demand for such flights by Commercial Cargo Air Carriers is less than four (4) ADDs.

39. Beginning on January 1, 2021 through December 31, 2025, JWA shall serve no more than 11.8 MAP during any Plan Year. Beginning on January 1, 2026 through December 31, 2030, JWA shall serve no more than 12.2 or 12.5 MAP during any Plan Year.[3]

B. FACILITY CONSTRAINTS

40. Prior to January 1, 2021, there shall be a maximum of twenty (20) loading bridges in use at JWA. Each loading bridge may serve no more than one (1) flight at a time.

41. Beginning January 1, 2021 through December 31, 2030, there shall be no limit on the number of loading bridges in use at JWA.

42. During the term of this Amended Stipulation (through December 31, 2030), all air carrier aircraft regularly configured with ninety (90) or more passenger seats shall load and unload passengers only through the loading bridges in use at JWA, except that:

(a) Through December 31, 2030, arriving air carrier aircraft regularly configured with ninety (90) or more passenger seats may unload passengers by stairway or other means not involving the use of loading bridges (hardstands) as (i) the Airport Director or his designee reasonably deems necessary to accommodate arriving commercial aircraft operations, and (ii) only to the extent that the total of the number of arriving, hardstand positions does not exceed two (2) positions;

[3] See, supra, footnote 2.

(b) Air Carrier aircraft regularly configured with ninety (90) or more passenger seats may load and unload passengers by stairway or other means not involving the use of loading bridges as the Airport Director reasonably deems necessary to accommodate commercial aircraft operations authorized by this Amended Stipulation during periods when construction and maintenance activities at or on the commercial terminal, terminal apron or proximate taxiways temporarily precludes or impairs the use of any loading bridges;

(c) Air Carrier aircraft regularly configured with ninety (90) or more passenger seats may load and unload passengers by stairway or other means not involving the use of loading bridges as the Airport Director reasonably deems necessary to accommodate temporarily commercial aircraft operations authorized by this Amended Stipulation during any airport or airfield emergency condition which precludes or impairs the regular use of any loading bridges; and

(d) Air Carrier aircraft regularly configured with ninety (90) or more passenger seats may load and unload passengers by stairway or other means not involving the use of loading bridges as the Airport Director reasonably deems necessary to accommodate commercial aircraft operations authorized by this Amended Stipulation during any period where compliance with safety or security directives of any federal agency with lawful jurisdiction over airport operations or activities [including, but not necessarily limited to, the FAA and the Transportation Security

Agency ("TSA")] imposes or adopts any safety or security directive or requirement that impairs the full and effective utilization of the loading bridges at JWA.

C. OTHER STIPULATED PROVISIONS

43. The existing curfew regulations and hours of operation for JWA, contained in County Ordinance 3505, and the provisions of paragraph 4, at page 62, of Board of Supervisors' Resolution 85-255 (February 26, 1985), reducing the curfew exemption threshold to 86.0 dB SENEL, shall remain in effect for no less than five (5) years past the end of the Project Period. Nothing in this paragraph precludes or prevents the JWA Airport Director, his designated representative, or some other person designated by the Board, from exercising reasonable discretion in authorizing a regularly scheduled departure or landing during the curfew hours where: (1) such arrival or departure was scheduled to occur outside of the curfew hours; and (2) the arrival or departure has been delayed because of mechanical problems, weather or air traffic control delays, or other reasons beyond the control of the operator. In addition, this paragraph does not prohibit authorization of bona fide emergency or mercy flights during the curfew hours by aircraft that would otherwise be regulated by the curfew provisions and limitations.

44. In mitigation of the EIR 508/EIS Project, and for other reasons, the County adopted a "General Aviation Noise Ordinance" ("GANO") (County Ordinance 3505). One principal policy objective of the GANO is to exclude from operations at JWA general aviation aircraft that generate noise levels greater than the noise levels permitted for aircraft used by Commercial Air Carriers. During the Project Period, the

County shall maintain in effect an ordinance that meets this basic policy objective. Nothing in this Amended Stipulation precludes the County from amending the GANO to enhance or facilitate its reasonable achievement of its principal purpose, or the effective enforcement of its provisions.

45. During the Project Period, the City, SPON, AWG, their agents, attorneys, officers, elected officials and employees agree that they will not challenge, impede or contest, by or in connection with litigation, or any adjudicatory administrative proceedings, or other action, the funding, implementation or operation of the EIR 617 Project, or any facilities that are reasonably related to implementation of the EIR 617 Project at JWA, by the County and the United States; nor will they urge other persons to do so, or cooperate in any such efforts by other parties except as may be expressly required by law. Nothing in this paragraph prohibits the Settling Parties from submitting comments or presenting testimony regarding any future environmental documentation prepared by the County with respect to implementation of the EIR 617 Project.

46. The Settling Parties recognize that it is in the best interests of each of them and in furtherance of the interests, health, welfare and safety of the citizens of Orange County that any potential disputes, controversies or claims with respect to the growth and expansion of JWA through the Project Period be resolved in accordance with the terms and conditions of this Amended Stipulation and the Modified Final Judgment. This Amended Stipulation does not constitute an admission of the sufficiency or

insufficiency of any claims, allegations, assertions, contentions or positions of any other party, or the sufficiency or insufficiency of the defenses of any such claims, allegations, contentions or positions.

47. Upon execution of this Amended Stipulation, the Settling Parties, their agents, officers, directors, elected officials and employees each agree to release, acquit and forever discharge each other, their heirs, employees, officials, directors, supervisors, consultants and successors-in-interest from any and all claims, actions, lawsuits, causes of action, liabilities, demands, damages, costs, attorneys' fees and expenses which may arise from or concern the subject matter of this Amended Stipulation, including, but not limited to, the legal adequacy of EIR 617, the legal adequacy of the terms and conditions for the modification of the 1985 Settlement Agreement and confirming judgment, and/or the legal adequacy of any of the amendments to the Plan through the Project Period. Nothing in this release shall limit in any way the ability of any Settling Party to enforce the terms, conditions and provisions of this Amended Stipulation and the Modified Final Judgment.

48. All Settling Parties to this Amended Stipulation specifically acknowledge that they have been informed by their legal counsel of the provisions of section 1542 of the California Civil Code, and they expressly waive and relinquish any rights or benefits available to them under this statute, except as provided in this Amended Stipulation. California Civil Code section 1542 provides:

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

Notwithstanding section 1542 of the California Civil Code, or any other statute or rule of law of similar effect, this Amended Stipulation shall be given its full force and effect according to each and all of its express terms and provisions, including those related to any unknown or unsuspected claims, liabilities, demands or causes of action. All parties to this Amended Stipulation have been advised specifically by their legal counsel of the effect of this waiver, and they expressly acknowledge that they understand the significance and consequence of this express waiver of California Civil Code section 1542. This waiver is not a mere recital, but rather forms a material part of the consideration for this Amended Stipulation.

49. During the Project Period, the Settling Parties agree that they will jointly defend, using their best efforts, any pending or future litigation, administrative investigation, administrative adjudication, or any similar or related enforcement action or claim against the County related to, or arising from, this Amended Stipulation, or the agreement(s) embodied in this Amended Stipulation, the EIR 617 Project at JWA, or the County's regulations or actions in implementation of, or enforcing limitations upon, the Project. If SPON does not have adequate funds to retain legal counsel, SPON shall be deemed to satisfy the requirements of this paragraph if SPON cooperates with the

other Settling Parties in the litigation or administrative proceeding if, and to the extent, requested by the other Settling Parties.

50. During the Project Period, the City (but not SPON or AWG) agrees that it will, at its own expense, reimburse the County for all reasonable attorneys' fees and costs incurred by the County in defending any pending or future litigation, administrative investigation, administrative adjudication, or any similar or related enforcement action or claim against the County challenging: the legality of this Amended Stipulation or the agreement embodied in this Amended Stipulation, the EIR 617 Project, the authority of the County to approve or use any facilities generally consistent with, and reasonably related to, implementation of the EIR 617 Project at JWA, or the County's regulations in implementation of, or enforcing limitations upon, the Project. The City's obligations pursuant to this paragraph do not extend to any litigation or enforcement action initiated against the County by any other Settling Party alleging a breach by the County of this Amended Stipulation. Reasonable costs include, but are not limited to, the costs of retaining experts or consultants to provide legal counsel, the costs of preparing documents for introduction in any litigation, administrative investigation, administrative adjudication, or any similar or related enforcement action or claim, or to assist legal counsel, the costs of reproducing any document, and reasonable expenses such as transportation, meals, lodging and communication incurred in attending meetings or proceedings related to litigation or administrative proceedings. The County shall be obligated to defend, using its best

efforts, any litigation, administrative challenge or enforcement proceeding related to this Amended Stipulation. In recognition of the County's obligation to defend using its best efforts, the County shall have full discretion to select counsel, experts or other professionals to represent or advise it in respect of any such matters. The City shall reimburse the County for all reasonable litigation or administrative attorneys' fees or costs within thirty (30) days after an invoice is submitted to the City for reimbursement. The rights and obligations set forth in this paragraph shall survive the termination or expiration of this Amended Stipulation.

51. The Settling Parties acknowledge that the County intends, in the near future, to develop amendments to the current Plan and/or other airport regulations relative, among other issues, to the manner in which the County allocates Class A ADDs and exempt aircraft operating opportunities within the MAP level agreed to in this Amended Stipulation. The development and implementation of amendments to the Plan was contemplated by, and is considered an element of, all of the Scenarios evaluated in EIR 617, and the parties agree that no additional or further environmental documentation is required under CEQA or NEPA to allow the County to develop or implement the amendments.

52. Any notices given under this Amended Stipulation shall be addressed to the parties as follows:

FOR THE COUNTY:		Paul M. Albarian Deputy County Counsel John Wayne Airport 3160 Airway Avenue Costa Mesa, California 92626
with a copy to:		Lori D. Ballance Danielle K. Morone Gatzke Dillon & Ballance LLP 2762 Gateway Road Carlsbad, California 92009
FOR THE CITY:		Aaron C. Harp City Attorney 100 Center Civic Drive Newport Beach, California 92660
FOR AWG:		Barbara Lichman Buchalter Nemer 18400 Von Karman Avenue, Suite 800 Irvine, California 92612
FOR SPON:		Steven M. Taber Taber Law Group PC P.O. Box 60036 Irvine, California 92602

Any party may, at any time during the Project Period, change the person designated to receive notices under this Amended Stipulation by giving written notice of the change to the other parties.

V. ENFORCEMENT OF THE JUDGMENT

53. If a dispute arises concerning the interpretation of, or a Settling Party's compliance with, the Modified Final Judgment, and if no exigent circumstances require immediate court proceedings, any Settling Party interested in the interpretation or

compliance shall provide written notice of the dispute to the other Settling Parties. Within twenty-one (21) days of the sending of such notice, the parties shall meet in person (or by their authorized representatives) and attempt in good faith to resolve the dispute.

54. If a dispute has not been resolved within thirty-five (35) days after the sending of written notice, or if exigent circumstances require immediate court proceedings, any Settling Party may initiate enforcement proceedings in this action. A Settling Party seeking to compel another Settling Party to obey the Modified Final Judgment must file a Motion to Enforce Judgment. The Settling Parties agree not to resort to, request, or initiate proceedings involving the contempt powers of the Court in connection with a Motion to Enforce Judgment.

55. If the Court determines that a Settling Party is not complying with the Modified Final Judgment, the Court shall issue an order, in the nature of specific performance of the Modified Final Judgment, requiring the defaulting party to comply with the Modified Final Judgment within a reasonable period of time. If the defaulting party fails to comply with the order, any other Settling Party may then seek enforcement under any authorized processes of the Court.

VI. TERM OF AGREEMENT

56. This Amended Stipulation is contingent upon the Court's entry of the Modified Final Judgment such that the obligations, duties and rights of the parties are only those that are contained within this Amended Stipulation amending the terms and

conditions of the 1985 Settlement Agreement. If the Modified Final Judgment is not entered, this Amended Stipulation shall be null and void, and shall not be admissible for any purpose. Unless the Modified Final Judgment is vacated at an earlier date in the manner described in paragraphs 57 through 61, this Amended Stipulation and Modified Final Judgment shall remain in full force and effect during the Project Period.

57. The City, SPON and/or AWG may, after consultation with one another, file a Motion to Vacate Judgment if, in any action that they have not initiated:

(a) Any trial court enters a final judgment that determines that the limits on the number of: (i) Regulated Class A ADDs; (ii) MAP levels; or (iii) facilities improvements contained in this Amended Stipulation or the curfew provisions of paragraphs 43 and 44 of this Amended Stipulation are unenforceable for any reason, and any of these stipulated limitations are exceeded;

(b) Any trial court issues a preliminary injunction that has the effect of precluding implementation or enforcement of the limits on the number of Regulated Class A ADDs, MAP levels or facilities improvements contained in this Amended Stipulation or the curfew provisions of paragraphs 43 and 44 of this Amended Stipulation based upon a finding of a probability of making at trial any of the determinations described in subparagraph (a) above, and such preliminary injunction remains in effect for a period of one (1) year or more, and any of these stipulated limitations are exceeded; or

(c) Any appellate court issues a decision or order that makes any of the determinations described in subparagraphs (a) or (b) above, or affirms a trial court ruling based upon such a determination, and any of these stipulated limitations are exceeded.

58. The County may file a Motion to Vacate Judgment if:

(a) The City, SPON or AWG fail to comply with the provisions of paragraph 45 of this Amended Stipulation;

(b) A trial or appellate court issues an order that has the effect of prohibiting the County from implementing or enforcing any of the operational restrictions or facilities limitations required by this Amended Stipulation; or

(c) The FAA, or any successor agency, withholds federal grant funds from the County, or declines to permit the County to impose or use passenger facility charges at JWA based on a determination by the FAA that the adoption or implementation of all or a portion of this Amended Stipulation is illegal or unconstitutional as a matter of federal law, and (i) the FAA has issued an order or other determination to that effect which is subject to judicial review; and (ii) the County has, using reasonable efforts, been unable to secure a judicial order overruling or vacating the FAA order or other determination.

This provision shall not apply to activities expressly permitted by paragraph 45 of this Amended Stipulation.

59. Pursuant to Rule 60(b) of the Federal Rules of Civil Procedure, the Court shall, after consideration of a motion to vacate judgment, enter an order vacating the Modified Final Judgment if the Court determines that any of the conditions described in paragraphs 57 or 58 have occurred. Once vacated, the Modified Final Judgment and this Amended Stipulation shall be null and void, unenforceable and inadmissible for any purpose, and the Settling Parties will, pursuant to paragraph 60, be deemed to be in the same position that they occupied before the Modified Final Judgment and this Amended Stipulation were executed and approved, and the Settling Parties shall have the full scope of their legislative and administrative prerogatives.

60. If the Modified Final Judgment is vacated before December 31, 2015, the Settling Parties agree that the original 1985 Settlement Agreement, the original Confirming Judgment and the eight (8) subsequent amendments to the 1985 Settlement Agreement shall remain in full force and effect through December 31, 2015, if, for any reason, all or a portion of this Amended Stipulation is determined to be invalid and the Modified Final Judgment is vacated.

61. For the period after December 31, 2015, if any of the events described in paragraphs 57 or 58 occur during the Project Period, this Amended Stipulation and the Modified Final Judgment shall remain in full force and effect with respect to those terms and conditions or portions thereof that are not affected by the event(s) unless the court has granted a motion to vacate judgment pursuant to paragraphs 57 and 58.

VII. MODIFICATION

62. The limitations on Regulated Class A ADDs, MAP levels and facilities provided for in this Amended Stipulation, the provisions of paragraphs 43 and 44 of this Amended Stipulation, and the agreements of the City, SPON and AWG not to contest or impede implementation of the EIR 617 Project (paragraph 45 of this Amended Stipulation), are fundamental and essential aspects of this Amended Stipulation, and were agreed upon with full recognition of the possibility that economic, demographic, technological, operational or legal changes not currently contemplated could occur during the Project Period. It was in recognition of these essential aspects of this Amended Stipulation, and the inability to accurately predict certain future conditions that the Settling Parties have agreed to the specific and express provisions of paragraph 57 of this Amended Stipulation. The Settling Parties further acknowledge that this Amended Stipulation provides for the Settling Parties to perform undertakings at different times, and that the performance of certain of the undertakings, once accomplished, could not be undone. Accordingly, except as provided herein, the Settling Parties expressly waive any potential right to seek to modify or vacate the terms of this Amended Stipulation or the Modified Final Judgment, except by written mutual agreement.

Attorneys for Plaintiff and Counterdefendants, the County of Orange and the Orange County Board of Supervisors

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA
By _____ Deputy 9-12-2014

Nicholas S. Chrisos
County Counsel, County of Orange

Dated: _____

By: _____
Paul M. Albarian
Deputy County Counsel

Lori D. Ballance
Danielle K. Morone

Dated: 9-9-14

By: _____
Lori D. Ballance

Attorneys for Defendant, Counterclaimant and Crossdefendant, the City of Newport Beach

Aaron C. Harp
City Attorney of Newport Beach

Dated: _____

By: _____
Aaron C. Harp

Attorneys for Defendant, Counterclaimant and Crossdefendant, Stop Polluting Our Newport (SPON)

Steven M. Taber

Dated: _____

By: _____
Steven M. Taber

Attachment F

Attorneys for Plaintiff and Counterdefendants, the County of Orange and the Orange County Board of Supervisors

Nicholas S. Chrisos
County Counsel, County of Orange

Dated: _____

By: _____
Paul M. Albarian
Deputy County Counsel

Lori D. Ballance
Danielle K. Morone

Dated: _____

By: _____
Lori D. Ballance
Attorneys for Defendant, Counterclaimant and Crossdefendant, the City of Newport Beach

Aaron C. Harp
City Attorney of Newport Beach

Dated: 9/6/14

By: Aaron C. Harp
Aaron C. Harp

Attorneys for Defendant, Counterclaimant and Crossdefendant, Stop Polluting Our Newport (SPON)

Steven M. Taber

Dated: _____

By: _____
Steven M. Taber

Attorneys for Plaintiff and Counterdefendants, the County of Orange and the Orange County Board of Supervisors

Nicholas S. Chrisos
County Counsel, County of Orange

Dated: _____ By: _____
Paul M. Albarian
Deputy County Counsel

Lori D. Ballance
Danielle K. Morone

Dated: _____ By: _____
Lori D. Ballance
Attorneys for Defendant, Counterclaimant and Crossdefendant, the City of Newport Beach

Aaron C. Harp
City Attorney of Newport Beach

Dated: _____ By: _____
Aaron C. Harp

Attorneys for Defendant, Counterclaimant and Crossdefendant, Stop Polluting Our Newport (SPON)

Steven M. Taber

Dated: 09/05/2014 By: Steven M. Taber
Steven M. Taber

Attorneys for Defendant, Counterclaimant and Crossdefendant, Airport Working Group (AWG)

Barbara E. Lichman

Dated: 9/5/14

By: Barbara E. Lichman
Barbara E. Lichman

MODIFIED FINAL JUDGMENT

1. In 1985, the County of Orange, the City of Newport Beach, Stop Polluting Our Newport, and the Airport Working Group ("Settling Parties") entered into a Stipulation for Entry of Final Judgment by Certain Settling Parties, settling all pending actions and claims related to the 1985 Master Plan of John Wayne Airport ("JWA") and related actions ("the 1985 Settlement Agreement"). On December 13, 1985, this Court entered Final Judgment on Stipulation for Entry of Judgment by Certain Settling Parties which accepted the stipulation of the Settling Parties and incorporated certain portions of their stipulation into that judgment. The principal terms of the 1985 Settlement Agreement relate to restrictions and limitations on aircraft operations and commercial passenger facilities.

2. In the intervening years, by stipulations of the Settling Parties, orders of the Court have been entered to reflect certain modifications in the agreement of the Settling Parties which were contained in stipulations presented to and approved by the Court. None of these modifications further restricted operations or facilities as compared to the 1985 Settlement Agreement.

3. The Settling Parties have now presented to the Court a Ninth Supplemental Stipulation by the County of Orange, California, the City of Newport Beach, Stop Polluting Our Newport, and the Airport Working Group of Orange County, Inc., Amending the Terms and Conditions of the Previous Stipulations of those Parties

("Amended Stipulation") and Requesting a Modification of an Executory Judgment of the Court and [Proposed] Order.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

A. The Amended Stipulation contains many of the terms of the 1985 Settlement Agreement and the eight (8) previous stipulations of the Settling Parties and for clarity and ease of reference, the Amended Stipulation is deemed to contain all of the agreements and obligations of the Settling Parties.

B. The provisions of paragraphs 15 through 44 and 53 through 61 of the Amended Stipulation are hereby incorporated as part of this Modified Final Judgment.

C. The Settling Parties shall each bear their own costs and attorneys' fees in connection with the entry of this Modified Final Judgment.

IT IS SO ORDERED.

Dated: _____ By: _____

The Honorable Terry J. Hatter, Jr.
United States District Judge

CERTIFICATE OF SERVICE

I, Lori D. Ballance, hereby certify that on _____, 2014 I caused the foregoing to be served upon counsel of record through the Court's electronic service system.

I declare under penalty of perjury that the foregoing is true and correct.

_____, 2014 *__/s/ Lori D. Ballance__*
Lori D. Ballance

The foregoing was passed and adopted by the following vote of the Orange County Board of Supervisors, on September 30, 2014, to wit:

AYES:	Supervisors:	JOHN M.W. MOORLACH, TODD SPITZER, JANET NGUYEN PATRICIA BATES, SHAWN NELSON
NOES:	Supervisor(s):	
EXCUSED:	Supervisor(s):	
ABSTAINED:	Supervisor(s):	

CHAIRMAN

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

I, SUSAN NOVAK, Clerk of the Board of Orange County, California, hereby certify that a copy of this document has been delivered to the Chairman of the Board and that the above and foregoing Resolution was duly and regularly adopted by the Orange County Board of Supervisors .

IN WITNESS WHEREOF, I have hereto set my hand and seal.

for SUSAN NOVAK
Clerk of the Board
County of Orange, State of California

Resolution No: 14-088

Agenda Date: 09/30/2014

Item No: 29

I certify that the foregoing is a true and correct copy of the Resolution adopted by the Board of Supervisors , Orange County, State of California

Susan Novak, Clerk of the Board of Supervisors

By: _____
Deputy