

MEDIATION AGREEMENT

This Agreement is made effective as of March 27, 1992, and entered into by and among Loyola Marymount University ("LMU") a corporation and individuals representing homeowners groups in the Westchester community including the Loyola Westside Neighbors ("LWN"), formerly known as the LMU Neighbors, an ad hoc group of concerned homeowners residing in the immediate vicinity of LMU, identified in Exhibit A, and individuals serving as representatives of business and residential interests in the general Westchester community known as the Westchester Community-At-Large ("WCAL"), identified in Exhibit B, who participated as members of a Negotiating Committee, identified in Exhibit C, the full composition of which was specially convened to address community and University concerns and needs regarding the proposed Leavey Campus Development specified in the Final EIR No. 86-842 CUC.

## RECITALS

WHEREAS, on February 5, 1982, the Los Angeles City Council passed and adopted an Ordinance Number 156,370 which permitted LMU to initiate eminent domain action to acquire the Leavey Campus pursuant to the Educational Code Section 94500 which consent was given pursuant to Title 6, Article 3 of the Code of Civil Procedure, commencing with Section 1245.310 and whereby in their action, the Council recognized that the public interest would be served and that the property was necessary to the conduct of the University's collegiate grade not-for-profit educational mission;

WHEREAS, LMU desired to proceed with the development of that portion of the LMU campus known as the Leavey Campus in the manner described in the Final EIR No. 86-842 CUC;

WHEREAS, LWN opposed LMU's plans to proceed with the development of Leavey Campus in the manner described in the Final EIR NO. 86-842 CUC due to their concerns about an increase in noise, traffic, parking congestion, diminution in property values and other possible negative impacts on the environment surrounding LWN, their properties and the community;

WHEREAS, both LWN and LMU retained the mediation services of The Mediation Institute and Los Angeles County Bar Association Dispute Resolution Services, Inc., hereinafter referred to as the Mediation Team, to conduct a series of interviews with LWN, additional residential and business community members, civic leaders and LMU officials to assess the feasibility of convening a series of mediation meetings to resolve their dispute;

with substantial student involvement, sponsored by the Communication Fine Arts Department are specifically excepted. Other exceptions will be made for a limited number of special events each year, which will be discussed in advance of final scheduling with the Advisory Committee to obtain community input on potential concerns.

B. Events scheduled at the auditorium/theater will be compatible with the educational mission of LMU. This would include use for fundraising.

C. LMU will attempt to implement expanded quiet hours or the institution of a "quiet dorm" for those Leavey Campus residence halls in closest proximity to the adjacent community.

D. The proposed playing field will not be used for intercollegiate athletic events nor for evening events. No permanent or long term temporary bleachers will be allowed. No lighting except for low intensity lighting which may be required for security will be allowed. Any such requisite lighting shall be described in a lighting plan which shall be subject to review by the Advisory Committee. Security is the primary factor in the final lighting designs. Any use of temporary loudspeakers, bleachers or other facilities for occasional daytime events shall be coordinated through the Advisory Committee.

#### ***SECTION VII. AESTHETICS; COMMUNITY COMPATIBILITY***

A. LMU agrees to construct a fence along the perimeter of the Leavey parcel abutting 78th Street that is similar to the fence currently encircling the adjacent Hughes Property. Said fence shall be recessed as much as possible. Landscaping along the fence shall be approved by homeowners in the zone of impact ( Exhibit F) in consultation with the Advisory Committee.

B. LMU agrees to maintain properties owned in the community in a manner compatible with the standard of maintenance in the adjacent neighborhood.

C. LMU agrees to consult with members of the Advisory Committee early on in the process of developing the final building designs. It is understood that this consultative process will involve other members of the LMU campus community and is not exclusively for consideration of the Advisory Committee.

D. To the extent allowed by the law, the properties within the zone of impact described in Exhibit F, may not be used principally to house students, except for graduate students who are members of religious orders. All uses of the properties within the zone of impact as defined in Exhibit F shall be compatible with a single family R-1 neighborhood. All parties to this Agreement owning homes

EXHIBIT F

ZONE OF IMPACT MAP