

Settlement Agreement
Between the Federal Aviation Administration, Benedict Hills Estates Association and
Benedict Hills Homeowners Association

The United States of America, acting through the Federal Aviation Administration (FAA), and Benedict Hills Estates Association and the Benedict Hills Homeowners Association (together, the Associations) (collectively, the Parties) enter into this Settlement Agreement (Agreement), by and through their undersigned representatives, to resolve the disputes outlined below and pertaining to FAA's Southern California Metroplex (SoCal Metroplex) project which replaces dozens of existing conventional air traffic control procedures with new satellite-based procedures at twenty-one airports in Southern California.

Litigation

On October 24, 2016, the Associations filed a petition for review challenging the FAA's Finding Of No Significant Impact and Record Of Decision for the Southern California Metroplex Project under 49 U.S.C. § 46110 in the United States Court of Appeals for the District of Columbia Circuit, Case No. 16-1366.

The Parties have reached an agreement to settle and stipulate to the dismissal of Case No. 16-1366.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and other consideration described herein, the Parties agree it is in the interest of the public and civil aviation to AGREE as follows:

I. Complete Settlement of all Claims

The Parties agree that this Agreement upon execution shall resolve all claims by the Associations that have been brought, or could have been brought, in *Benedict Hills Estates Assoc. v. FAA*, No. 16-1366 (D.C. Cir.).

The Parties agree that within 30 days of this Agreement's execution, the Associations shall move to dismiss with prejudice their petition for review, No. 16-1366, in the United States Court of Appeals for the District of Columbia Circuit, which shall resolve all claims by the Associations that have been brought, or could have been brought, in *Benedict Hills Estates Assoc. v. FAA*, No. 16-1366 (D.C. Cir.).

II. Terms

The Parties agree to the following terms:

A. FAA will design and develop two open standard instrument departure procedures from Bob Hope Airport called SLAPP and OROSZ. Incorporated by reference and attached hereto is Exhibit "A," which depicts the proposed initial designs for these procedures. The parties acknowledge that aircraft departing Bob Hope Airport utilizing the SLAPP and OROSZ

procedures will be radar vectored by air traffic control north as soon as practicable after take-off and would depend on the circumstances described in paragraph F.

B. Implementation of the proposed open departure procedures SLAPP and OROSZ from Bob Hope Airport are subject to FAA compliance with and evaluation under the National Environmental Policy Act (NEPA) and any other required environmental analysis, including but not limited to the National Historic Preservation Act, Clean Air Act, and Section 4(f) of the Department of Transportation Act. Nothing in this agreement should be construed to commit FAA to a specific outcome of the NEPA environmental review process or require FAA to make any specific decision based on the NEPA environmental review process.

C. Implementation of the open departure procedures SLAPP and OROSZ from Bob Hope Airport are subject to FAA's safety risk management analysis. Nothing in this agreement should be construed to commit FAA to a specific outcome under FAA's safety risk management analysis.

D. If, at the conclusion of either the NEPA review or safety risk management analysis, the FAA determines that it will not proceed with implementing either the SLAPP or OROSZ procedures from Bob Hope Airport, the FAA will document that decision in an "order" subject to the provisions of 49 U.S.C. § 46110.

E. If the conditions in B and C are satisfied, FAA shall: (i) implement the open departure procedures SLAPP and OROSZ from Bob Hope Airport as shown in Exhibit "A" as soon as practicable; (ii) within 60 days of implementation, evaluate whether aircraft are flying the SLAPP and OROSZ procedures as proposed ; and (iii) if necessary and consistent with FAA policies and requirements, make adjustments to the SLAPP and OROSZ procedures to ensure aircraft fly the procedure as proposed and depicted in Exhibit "A."

F. The implementation and aircraft operational use of the open departure procedures SLAPP and OROSZ shown in Exhibit "A" will take place under normal air traffic conditions permitting their use. Aircraft operational use of the open departure procedures are subject to safety and operational restrictions and potential conflicts, including, but not limited to events, other air traffic, weather, and emergencies.

G. To the maximum extent practicable, the FAA agrees that it shall keep aircraft departing from Bob Hope Airport using the open departure procedures SLAPP and OROSZ shown in Exhibit "A" on the procedures. The parties acknowledge that aircraft departing Bob Hope Airport utilizing the SLAPP and OROSZ procedures will be radar vectored by air traffic control north as soon as practicable after take-off and would depend on the circumstances described in paragraph F.

H. The parties agree and understand that due to safety and efficiency it is impossible to restrict or otherwise limit an air traffic controller's options for vectoring aircraft at all times. Adherence to procedures is dependent on a variety of factors at any given time and depends on individual circumstances. Factors and circumstances include air traffic volume and complexity, weather, winds, pilot abilities, aircraft and equipment capabilities, and other flight and air traffic

dynamics. The parties understand that individual aircrew performance requirements are set forth in FAA Order 8260.58A, U.S. Standard for PBN Instrument Procedure Design, and FAA Advisory Circular 90-100A, Change 2, Terminal and En Route Area Navigation (RNAV) Operations. Therefore, FAA must be able to vector aircraft in controlled airspace for safety, separation, operational efficiency, sequencing, or other air traffic control purposes.

I. The FAA agrees to provide to Bob Hope Airport, for public dissemination, quarterly reports for one (1) year regarding the FAA's monitoring of the open departure procedures SLAPP and OROSZ shown in Exhibit "A" to evaluate deviations from expected flight paths. The FAA further agrees to provide copies of such reports to the Associations.

III. Miscellaneous Provisions

Notices. All notices required under this Agreement shall be in writing, and may be given either personally or by registered or certified mail (return receipt requested) or facsimile. Any Party may at any time, by giving 10 days' written notice to the other Party, designate any other person or address in substitution of the address to which such notice shall be given. Such notice shall be given to the Parties at their addresses set forth below:

Parties to identify those to receive future notifications

Benedict Hills Homeowners Association
640 S. San Vicente Blvd. #474
Los Angeles, CA 90048

Benedict Hills Estates Association
9903 Santa Monica Blvd. #355
Beverly Hills, CA 90212

Regional Administrator, Western-Pacific Region
Federal Aviation Administration
15000 Aviation Blvd
Lawndale, CA 90261

Enforcement. If one of the Parties alleges a breach of the terms or conditions of this Agreement, the Party alleging a breach must notify the other in writing prior to filing any legal action regarding this agreement. For purposes of this paragraph, the Associations agree to send written notice to the FAA Office of Regional Counsel, Western Pacific Region. For purposes of this paragraph, the FAA agrees to send written notice to counsel for the Associations, Steven M. Taber, Esq. Upon receipt of such written notice, the Parties shall confer and, as soon as possible, try to resolve the alleged breach. The Parties agree to attempt to resolve any such issues in good faith. Should those attempts be unsuccessful, the Parties agree to engage voluntarily in mediation overseen by the FAA's Office of Dispute Resolution for Acquisitions ("ODRA"). *See* 14 C.F.R. §17.3(q) (defining ODRA and its authority to provide dispute resolution services). The Parties understand that mediation may be terminated by any Party or the mediator at any time. If the

Parties cannot settle the entirety of the dispute in mediation, all unsettled elements shall be subject to the enforcement provision in Section III as stated below.

The Parties reserve the right to judicially enforce any terms or provisions of this Agreement. An action to enforce this Agreement must be brought and pursued in Federal court and shall be governed by and construed in accordance with Federal law.

Own Costs. Each Party shall bear its own costs, including any attorneys' fees, in connection with this Agreement and the litigation giving rise to this Agreement.

Authority. The representatives of each Party hereby certify that he or she is duly authorized to enter into the Agreement. The Associations represent that they have full authority to perform all of the acts and obligations they have agreed to perform under the terms of this Agreement.

The United States, acting through the Department of Justice and the FAA, represents that the FAA has the full authority to perform all of the acts and obligations it and the United States of America has agreed to perform under the terms of this Agreement. Nothing in this Agreement shall be construed to require any action in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

Copies and Counterparts. It is contemplated that this Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same document. Facsimiles, hard copies, and scanned electronic copies of signatures, including scanned electronic copies sent by email shall constitute acceptable, binding signatures for purposes of this Agreement.

Defense of this Agreement. The Parties agree to vigorously and actively defend this Agreement and all terms embodied herein as fair and reasonable and to vigorously and actively defend the same against any challenge by any individual or entity. The Parties further agree not to undermine directly or indirectly this Agreement or any terms set forth therein for so long as this Agreement remains in effect.

Modification. This Agreement may be supplemented or modified only by the mutual agreement of the Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all duly authorized representatives of each Party.

Successors or Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, transferees, licensees, agents, heirs, and assigns.

Precedent. Nothing in this Agreement shall constitute an admission concerning any allegation, claim, or defense at issue in *Benedict Hills Estates Assoc. v. FAA*, No. 16-1366 (D.C. Cir.) or related cases. This Agreement has no precedential effect as to any other dispute between the Parties or between either the Associations or the FAA and any third party. This Agreement is made in light of the unique circumstances of this case and the uncertainty of the specific matters resolved hereby. Nothing herein shall be construed to be an admission of liability or as an interpretation of the validity or terms or provisions of any other instruments or contracts.

Release. Upon dismissal of this matter (*Benedict Hills Estates Assoc. v. FAA*, No. 16-1366 (D.C. Cir.)), the Petitioners Benedict Hills Estates Association and the Benedict Hills Homeowners Association and all their heirs, administrators, representatives, attorneys, successors, and assigns, hereby release, waive, acquit, and forever discharge the FAA and all its respective officers, employees, and agents from, and are hereby forever barred and precluded from prosecuting, any and all claims, causes of action, and/or requests for relief asserted in *Benedict Hills Estates Assoc. v. FAA*, No. 16-1366 (D.C. Cir.), as well as any and all claims, causes of action, and/or requests for relief, whether or not made, against any Party that could have been raised in those matters, with the exception of proceedings to enforce this Agreement.

No Third Party Rights. This Agreement is not intended to create, and does not create, any third-party beneficiary rights, confer upon any non-party a right to enforce or sue for an alleged breach of the Agreement, or generate any other kind of right or privilege for any person, group, or entity other than the Parties.

Effective Date. This Agreement shall be effective upon the date of execution by all Parties.

Date: March 1, 2018

BENEDICT HILLS HOMEOWNERS ASSOCIATION

By: 
David Herman
Its President

Date: _____, 2018

BENEDICT HILLS ESTATES ASSOCIATION

By: _____
Edward B. Brody
Its President

Date: _____, 2018

FEDERAL AVIATION ADMINISTRATION

By: _____
Maurice Hoffman
Acting Director, Airspace Services, AJV-1

Date: _____, 2018

UNITED STATES DEPARTMENT OF JUSTICE

By: _____
Lane McFadden
Attorney, Env't & Nat. Res. Division

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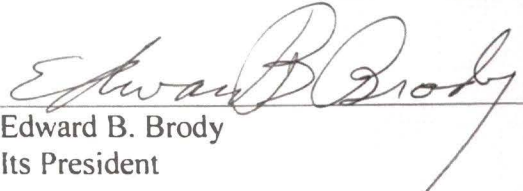
Date: _____, 2018

BENEDICT HILLS HOMEOWNERS ASSOCIATION

By: _____
David Herman
Its President

Date: 02/17, 2018

BENEDICT HILLS ESTATES ASSOCIATION

By: 
Edward B. Brody
Its President

Date: _____, 2018

FEDERAL AVIATION ADMINISTRATION

By: _____
Maurice Hoffman
Acting Director, Airspace Services, AJV-1

Date: _____, 2018

UNITED STATES DEPARTMENT OF JUSTICE

By: _____
Lane McFadden
Attorney, Env't & Nat. Res. Division

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Date: _____, 2018

BENEDICT HILLS HOMEOWNERS ASSOCIATION

By: _____
David Herman
Its President

Date: _____, 2018

BENEDICT HILLS ESTATES ASSOCIATION

By: _____
Edward B. Brody
Its President

Date: 3-12, 2018

FEDERAL AVIATION ADMINISTRATION

By: Maurice Hoffman
Maurice Hoffman
Acting Director, Airspace Services, AJV-1

Date: _____, 2018

UNITED STATES DEPARTMENT OF JUSTICE

By: _____
Lane McFadden
Attorney, Env't & Nat. Res. Division

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Date: _____, 2018

BENEDICT HILLS HOMEOWNERS ASSOCIATION

By: David Herman
Its President

Date: _____, 2018

BENEDICT HILLS ESTATES ASSOCIATION

By: Edward B. Brody
Its President

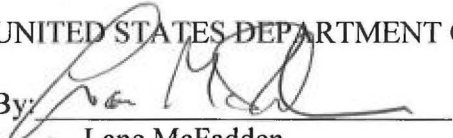
Date: _____, 2018

FEDERAL AVIATION ADMINISTRATION

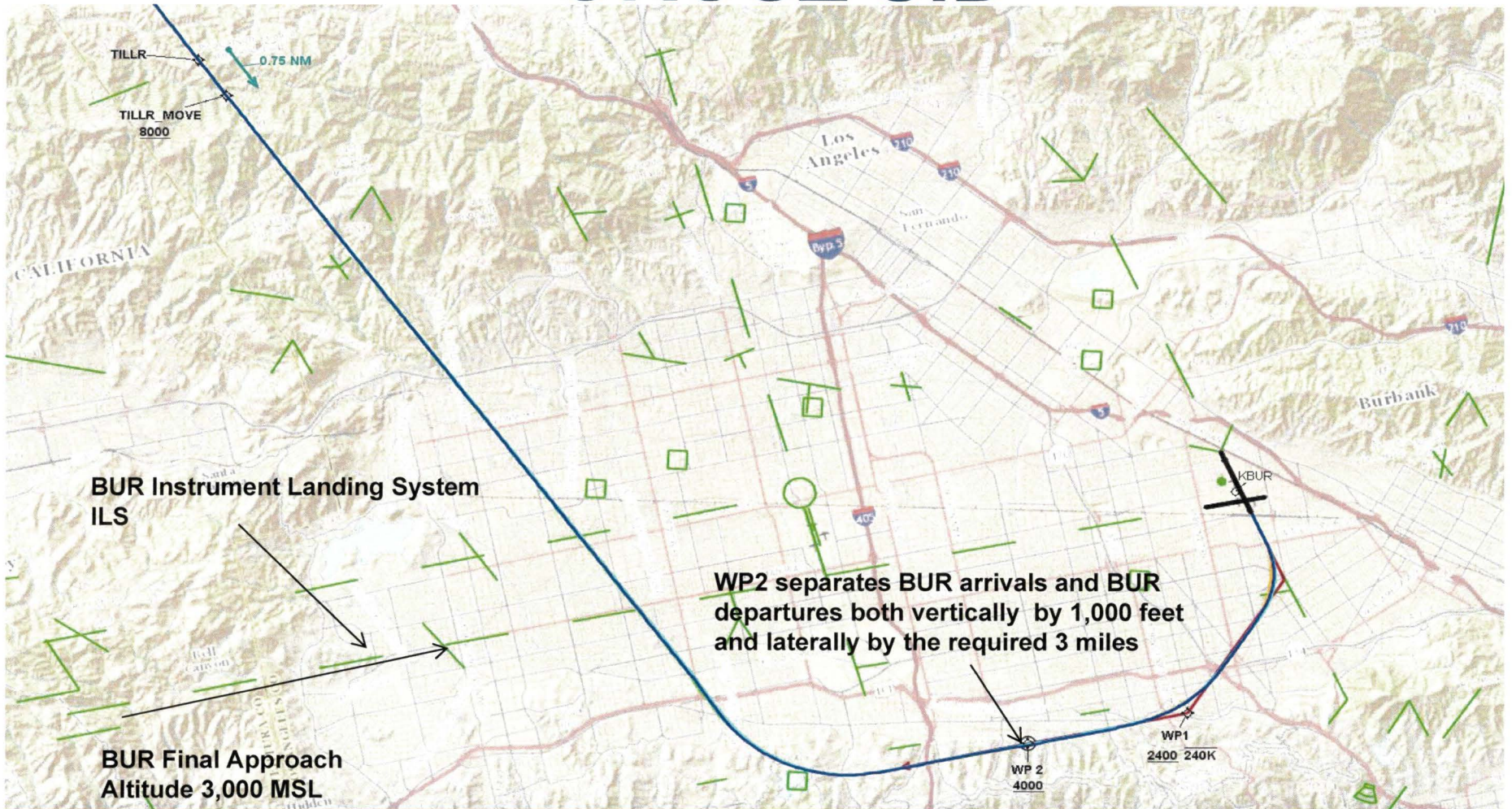
By: _____
Maurice Hoffman
Acting Director, Airspace Services, AJV-1

Date: 3/16/2, 2018

UNITED STATES DEPARTMENT OF JUSTICE

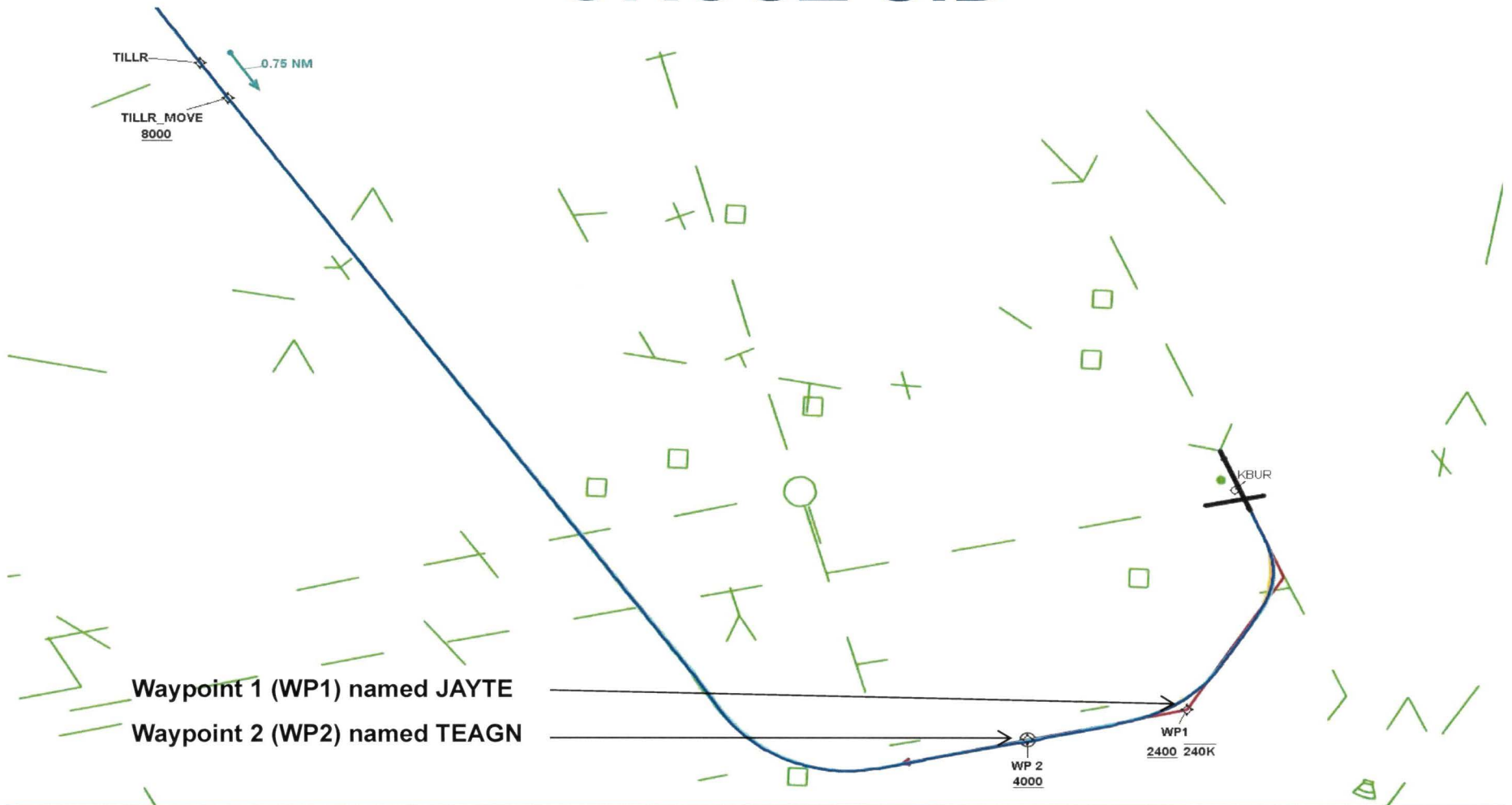
By: 
Lane McFadden
Attorney, Env't & Nat. Res. Division

Benedict Hills Proposal OROSZ SID



Federal Aviation
Administration

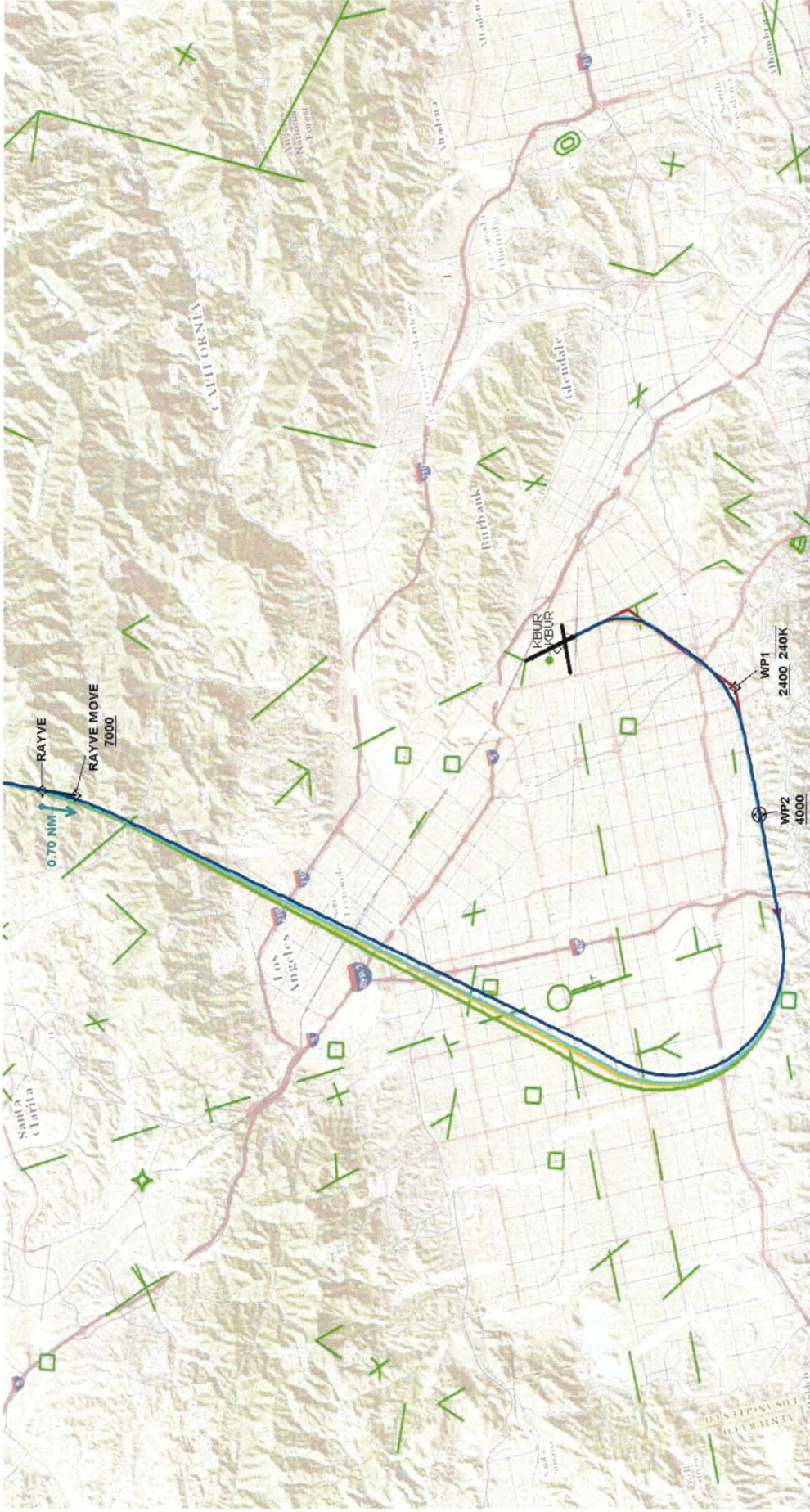
Benedict Hills Proposal OROSZ SID



Federal Aviation
Administration

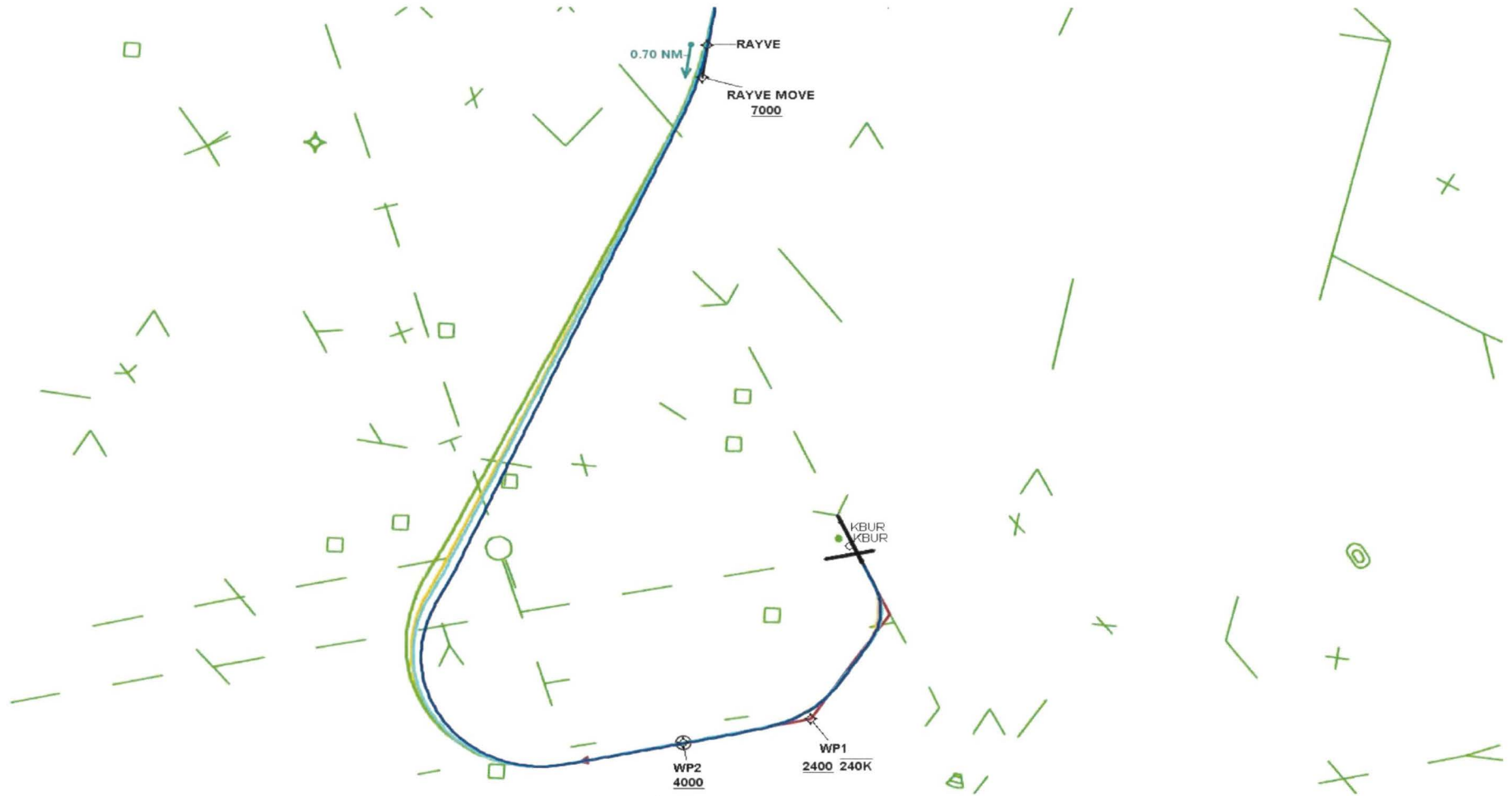
* EXHIBIT A *

Benedict Hills Proposal SLAPP SID



Federal Aviation
Administration

Benedict Hills Proposal SLAPP SID



Federal Aviation
Administration

OROSZ and SLAPP Technical Data

Runway Transition Data - KBUR:15_VI CF TF FM

DB	End Point	Latitude (D° M' S.ss")	Longitude (D° M' S.ss")	FO/FB	Leg	TC	MC	Distance	Altitude	Speed	MEA	MOCA	Arc Center Lat (D° M' S.ss")	Arc Center Lon (D° M' S.ss")	Arc Radius (NM)
AIRNAV2 r13 10-13- 16 TO UNK	DER RW15	N34 11 38.06	W118 21 19.33												
					VI	167.08	155.08	1.21							
	JAYTE WP	N34 08 33.85	W118 23 20.20	FB	CF	225.93	213.93	2.70	+2400	-240					
	TEAGN WP	N34 08 34.83	W118 26 22.36	FO	TF	270.38	258.38	2.52	+4000						
	TEAGN WP	N34 08 34.83	W118 26 22.36		FM	270.38	258.38								

