Weekly Management Report
May 25, 2018

1. **Synopsis** Sustainable Burbank Commission
May 21, 2018
Public Works Department

2. **Update** Minor Amendment to the Site Plan and to Condition of Approval No.26 for 13-0003357(Talaria Project) at 3401 West Olive Avenue
Community Development Department

3. **Synopsis** Burbank Cultural Arts Commission Meeting of May 10, 2018
Parks and Recreation Department

4. **Notes** City Notes, May 25, 2018
City Manager Department

SUSTAINABLE BURBANK COMMISSION
May 21, 2018

SYNOPSES OF ITEMS ARE IN BOXES BELOW

I. GREEN SPOTLIGHT AWARD:

Ms. Kirschenbaum presented the Green Spotlight award to South Hills Church. Pastor Dave and his son accepted the award on the church's behalf. The church was honored for the clean-up work they perform periodically at Johnny Carson Park.

II. ORAL COMMUNICATIONS:

A. Public Communication:

None.

B. Commission Member Communication:

Ms. Kirschenbaum suggested, after enjoying Dig Day, the Commissioners participate in a Dig Day as a group. She spoke with Himanshu Pandey from Burbank Water and Power regarding the Integrated Resource Plan (IRP) and the issue of whether to invest in repowering Intermountain Power Plant (IPP) in Utah. Ms. Kirschenbaum suggested that the Commission educate the public regarding fossil fuels and perhaps sit in on a Burbank Water and Power Board meeting.

Ms. Gamino announced that she attended the Los Angeles Business Sustainability Summit. She noted that she will send a link of the summit recording to Ms. Doyle who will forward it to the Commissioners.

C. Staff Communication:

None.

III. APPROVAL OF MINUTES:

Minutes from the April 16, 2018, meeting were approved, with revisions, by Mr. Dunigan, Ms. Gamino, Mr. Goodman, Ms. Kirschenbaum, and Ms. Zimskind.

IV. AD HOC PROJECT DEVELOPMENT CHECKLIST SUBCOMMITTEE REPORT:

At its September 18, 2017, meeting, the Commissioners agreed to form the ad hoc Project Development Checklist Subcommittee to craft a sustainability checklist for project development packets. The ad hoc subcommittee will provide the Commission with an update on the group's progress and proposed future direction for discussion and Commission direction. The Commission may/will ask questions, engage in discussion, and provide feedback.

Mr. Goodman apologized to the Commission, especially to the members of the ad hoc Project Development Checklist Subcommittee, for bringing an incomplete draft to last month's meeting. He noted that the idea is to create a document to be included in the Community Development Department packets to make developers aware of the Sustainable Burbank Commission. Mr. Goodman explained that he will work with Ms. Riley and Mr. Rizzotti to narrow down the lengthy list of items to include. He thanked the Commissioners for their patience.

V. AD HOC POLYSTYRENE BAN SUBCOMMITTEE REPORT:

At its November 20, 2017 meeting, the Commissioners agreed to form the ad hoc Polystyrene Ban Subcommittee to investigate and develop a plan to recommend a citywide ban on polystyrene products. The ad hoc subcommittee will provide the Commission with an update on the group's progress and proposed future direction for discussion and Commission direction. The Commission may ask questions, engage in discussion, and provide feedback.

Ms. Kirschenbaum stated that she continues gathering signatures and meeting with restaurants regarding a polystyrene ban. She said the next step is to meet with Councilmembers. Mr. Dunigan mentioned that this issue may be delayed as Councilmembers are currently busy with the City's budget. Mr. Hampel responded that City staff met regarding an internal polystyrene policy and are reaching out to departments affected by an internal policy.

VI. AD HOC COMMUNITY OUTREACH SUBCOMMITTEE REPORT

At its September 18, 2017, meeting, the Commissioners agreed to form the ad hoc Community Outreach Subcommittee to investigate and formulate avenues for community outreach that will promote sustainability throughout the City. The ad hoc subcommittee will provide the Commission with an update on the group's progress and proposed future direction for discussion and Commission direction. The Commission may ask questions, engage in discussion, and provide feedback.

Mr. Dunigan reported that the Subcommittee has achieved its milestones and suggested that the Commission disband the Subcommittee. The Commission approved a motion to disband the Ad Hoc Community Outreach Subcommittee.

VII. INTRODUCTION OF ADDITIONAL AGENDA ITEMS:

At the May 14, 2009, Sustainable Burbank Task Force (now the Sustainable Burbank Commission) meeting, those present voted unanimously that members can suggest agenda items and obtain consensus from the group to have the items added to a future agenda.

- Discuss the creation of an ad hoc Community Engagement Subcommittee.
- Discuss IRP, including ways the Commission may get involved in the IRP. Ask a BWP representative to attend the meeting to be included in the discussion.
- Discuss meeting attendance, including tardiness.
- Discuss the Commission volunteering together at a Dig Day event.
- Discuss creating an ad hoc Phase II Score Card Subcommittee.

VIII. BURBANK GREEN SPOTLIGHT AWARD FOR MAY 2018:

The Commission will review applications, if any, and select one if its members to identify a Burbank Green Spotlight Award winner for June 2018.

The Commission discussed possible candidates for future Green Spotlight Award winners. The June 2018 Green Spotlight Award winner is yet to be determined.

IX. ADJOURNMENT

The meeting was adjourned at 6:15 p.m.

city of burbank
community development department

memorandum

DATE: May 15, 2018

TO: Ron Davis, City Manager

FROM: Patrick Prescott, Community Development Director for P.P.
Fred Ramirez, Assistant Community Development Director-Planning
David Kriske, Assistant Community Development Director-Transportation
Scott Plambaeck, Deputy City Planner

SUBJECT: **Update of a Minor Amendment to the Site Plan and to Condition of Approval No. 26 for 13-0003357 (Talaria Project) at 3401 West Olive Avenue**

This report to Council is intended as an update only and no follow up action is required by the City Council.

On October 28, 2014, the Burbank City Council voted to adopt Ordinance No. 14-3,856 approving Planned Development No. 13-0003357 (Talaria Project) located at 3401 W. Olive Avenue. The Project is currently under construction. Once completed, it will provide 241 rental housing units and a 42,950 square foot Whole Foods Supermarket in the core of the Media District. The Project's planned development includes several conditions of approval requiring the developer to construct additional community amenities on site and within the adjacent public right-of-way in order for the Project to receive an eight percent additional density allowance under the Burbank 2035 General Plan. This report is to provide the City Council an update of the approved minor amendment to the site plan and modification to Condition of Approval No.26.

The Development Agreement (DA) for the Project gives the Community Development Director the authority to refer changes of the site plan to the Planning Board. The proposed minor amendment to the site plan resulted in a need to also modify Condition of Approval No. 26. As a result, the Director referred the request to the Planning Board for their consideration.

On April 9, 2018, the Planning Board approved a minor amendment to the Project site plan and modification to Condition of Approval No. 26 to remove four off-site pedestrian

curb extensions in the public right-of-way. The purpose of the condition is to enhance pedestrian amenities and improve pedestrian safety. During the construction and development process, City staff determined that the proposed curb extensions would either impede vehicular circulation into and out of the Project site, could actually reduce pedestrian safety, or would incur an unwarranted maintenance liability on the City by impeding storm water drainage along the street curb. The Planning Board concurred with staff's assessment of the potential safety and maintenance concerns and that alternative measures being implemented by City staff during construction were warranted.

Subsequent to discussion, the Planning Board approved three alternative measures that could provide comparable pedestrian circulation benefits to the neighborhood. These included a pedestrian-friendly curb ramp at Olive and Lima that directs pedestrians to the shortest path across the street, an alternative curb extension on the north side of Alameda Avenue at Lima that will be built as part of the Alameda North Neighborhood Protection Plan that would reinforce pedestrian access from the north of the Project, and a new sidewalk (where a dirt path currently exists) along Olive Avenue between Lima Street and California Street. The Planning Board concurred with staff that these alternative improvements provide an enhanced level of pedestrian access as required under the DA. The details of the changes and are described in the attached Planning Board staff report (Exhibit B).

There are no fiscal impacts. The alternative measures and pedestrian amenities are being paid for and installed by the developer as required under the conditions of approval. The additional pedestrian curb extension on the north side of Alameda has already been included as part of the Alameda North Neighborhood Protection Plan, which is also partially being paid by the developer.

List of Exhibits	
Exhibit	Title
A	Planning Board Resolution
B	April 9, 2018 Planning Board Staff Report With All Exhibits Attached

RESOLUTION NO. 3380

A RESOLUTION OF THE PLANNING BOARD OF THE CITY OF BURBANK APPROVING A Minor Amendment Changing the Project Site Plan to the Development Agreement for Project No. 13-0003357 (Talaria Project) and Modifying One Condition of Approval Removing Four Off-Site Pedestrian Curb Extensions in the Public Right of Way

(3401 W. Olive Avenue – BMV Investment, Co. LLB, Developer)

THE PLANNING BOARD OF THE CITY OF BURBANK FINDS:

A. The Planning Board of the City of Burbank at its regular meeting of April 9, 2018, reviewed a request presented by staff to change the Project Site Plan and modify Condition of Approval No. 26 of the Development Agreement for the Talaria Project (Project No. 13-0003357) removing a requirement of the developer to construct pedestrian curb extensions at four locations and to make substitute improvements at three of the four locations. The modified Condition of Approval No. 26 is attached as Exhibit A to this Resolution.

B. Article 5, Section 5.01(c) of the Development Agreement lays out a process whereby changes to the Project Site Plan may considered. A change is minor if such revisions do not result in any new, significant, or potentially significant environmental impacts not studied in the EIR, and either the Community Development Director or the Planning Board determines that if the proposed revision to the Site Plan is in substantial conformance with the provisions of the Planned Development, the general intent of the approved Project Site Plan, and consistent with the Development Agreement.

C. The Planning Board considered the report and recommendations of the City Planner and the evidence presented at such meeting.

D. On October 7, 2014, after a duly noticed public hearing, the City Council considered an Environmental Impact Report (EIR) prepared for the Talaria Project, determined that it adequately addressed the environmental impacts under the California Environmental Quality Act, and approved the EIR. A minor change in the Project Site Plan affecting Condition of Approval No. 26 does not involve the completion of any mitigation measures identified in the EIR to reduce significant impacts, and staff has determined that the change in the Project Site Plan and modification of Condition of Approval No. 26 does not result in any new, significant, or potentially significant environmental impacts not studied in the EIR.

THE PLANNING BOARD OF THE CITY OF BURBANK RESOLVES:

1. The change to the Project Site Plan and modification to Condition of Approval No. 26 of the Development Agreement for Talaria Project (Project No. 13-0003357) as described in Exhibit A is hereby approved. The approval is based on the ability of the Planning Board to make the following determinations:

A. The modification does not result in any new, significant, or potentially significant environmental impacts not studied in the Project's EIR

B. The modification, which causes pedestrian curb extensions at four intersections to be removed from the Project Site Plan, are necessary to preserve safety, maintain vehicle circulation, and minimize maintenance costs to the City. The inclusion of substitute pedestrian amenities in combination with the remaining pedestrian circulation amenities identified in Condition of Approval No. 26, causes the Project Site Plan to remain in substantial conformance with the provisions of the Planned Development, the general intent of the Approved Site Plan, and the Development Agreement.

2. The Secretary of the Planning Board shall mail a copy of this Resolution to the Developer and report this decision to the City Council.

PASSED AND ADOPTED this 9th day of April, 2018

CITY PLANNING BOARD

Chairperson

Apraham Atteukenian

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF BURBANK

I, Fred Ramirez Secretary of the Planning Board of the City of Burbank, certify that this Resolution was adopted by the City Planning Board at its regular meeting held on the day of _____ 2018 by the following vote:

AYES: Atteukenian, Liu, Hadian

NOS: None

ABSENT: Rizzotti, Eaton

ABSTAINED: None

Fred Ramirez, Secretary

EXHIBIT A-1

Modifications to Condition of Approval No. 26 of the Development Agreement for the Talaria Project (Project No. 13-0003357)

26. To support the project's classification as an Exceptional Project, the following additional pedestrian amenities shall be provided, to the satisfaction of the Community Development Director and Public Works Director:
    a. The 15-foot standard sidewalk width identified in the General Plan shall be provided on all sidewalks bordering the project site, except that a 12-foot sidewalk shall be provided on Lima Street between Alameda Avenue and Olive Avenue, and Alameda Avenue between Avon Street and the westbound SR-134 ramps. For Olive Avenue, this sidewalk width may be achieved by narrowing the street width on the north side between Lima Street and the edge of the project site.
    b. All public sidewalks bordering the project shall be lit with pedestrian-level lighting, subject to the standards of Burbank Water and Power.
    c. All driveway curb cuts shall be "Type 4" as identified in the City of Burbank Commercial Driveway standard plans, with a minimum dimension "S" of 8 feet.
    d. Enhanced pedestrian treatments shall be provided at the intersection of Lima St. / Olive Ave. including ~~an intersection curb extension on the northwest corner and~~ high-visibility crosswalks on all legs of the intersection.
    e. Enhanced pedestrian treatments shall be provided at the intersection of Lima St. / Alameda Ave. including intersection curb extension on the ~~northwest and~~ southeast corners and high-visibility crosswalks on all legs of the intersection.
    f. Enhanced pedestrian treatments shall be provided at the intersection of Westbound 134 ramps / Alameda Ave including ~~an intersection curb extension on the southeast corner and~~ high-visibility crosswalks on all legs of the intersection. This improvement will be subject to approval by the California Department of Transportation.
    g. Enhanced pedestrian treatments shall be provided at the intersection of California Street / Olive Ave. including ~~an intersection curb extension on the northwest corner and~~ high-visibility crosswalks on all existing crosswalks.

city of burbank
community development department

Agenda Item No. 2

memorandum

DATE: **April 9, 2018**

TO: City Planning Board

FROM: Fred Ramirez, Assistant Community Development Director
Scott Plambaeck, Deputy City Planner
David Kriske, Assistant Community Development Director - Transportation for D.K.

SUBJECT: **Approve a Minor Amendment to Change the Project Site Plan and Modify a Condition of Approval to the Development Agreement for Project No. 13-0003357 (Talaria Project)**
Address: 3401 West Olive Avenue

RECOMMENDATION

Staff recommends that the Planning Board adopt the following motion:

"A Resolution of the Planning Board of the City of Burbank approving a minor amendment to change the Project Site Plan to the Development Agreement for Project No. 13-0003357 (Talaria Project) and modifying one Condition of Approval removing four off-site pedestrian curb extensions in the public right-of-way." (Exhibit A.)

EXECUTIVE SUMMARY

City staff is seeking Planning Board approval to change the Site Plan for the Talaria Project in order to modify Condition of Approval No. 26 in order to remove four off-site pedestrian curb extensions in the public right-of-way. The Planning Board's consideration to approve a minor amendment to the Project Site Plan is permitted pursuant to Article 5 of the Development Agreement for the Talaria Project. While several curb extensions are proposed to be removed, it staff's assessment that the overall intent of the Development Agreement to provide improved pedestrian circulation around the site is still met.

BACKGROUND

On October 28, 2014, the Burbank City Council – after receiving a recommendation from the Planning Board – voted to adopt Ordinance No. 14-3,856 approving Planned Development No. 13-0003357 (Talaria Project) located at 3401 W. Olive Avenue. The Project, which us currently under construction will provide 241 rental housing units in a

luxury residential community and a 42,950 square foot high-end supermarket in the core of the Media District. The Project's planned development includes several project conditions of approval that are required of the developer, including several conditions that required the developer to construct additional community amenities on site and within public right-of-way in order for the project to receive an eight percent additional density allowance under the Burbank 2035 General Plan. The following additional amenities were required:

Table 1 – Conditions of Approval supporting Increased Density

Condition	Amenity Supporting Eight Percent Increased Density
5	Provide on-site shower facilities for employee use to encourage biking and walking to work
9	Install at least 8 electric vehicle charging stations
10	LEED Certification within one year of occupancy
11	Install energy star appliances in all residential units
12	Ensure 5 percent of energy needed for common areas, lobbies, and parking is met from on-site renewable sources
13	Provide pre-wiring and pre-plumbing for photovoltaic and solar hot water systems
24	Contribute up to $75,000 towards restriping Alameda Avenue to provide one additional westbound travel lane
25	Contribute $250,000 towards the Alameda North Neighborhood Protection Plan
26	Provide several pedestrian amenities a. wider sidewalks b. pedestrian level lighting on all sidewalks surrounding the site c. pedestrian-friendly curb cuts at all driveways d. curb extensions and high-visibility crosswalks at Lima/Olive e. curb extensions and high-visibility crosswalks at Lima/Alameda f. curb extensions and high-visibility crosswalks at SR-134 ramps/Alameda g. curb extensions and high-visibility crosswalks at California/Lima
27	Provide enhanced bus stop amenities for a westbound bus stop at Lima Street and Olive Avenue
28	Provide additional Transportation Demand Management measures above those required by the municipal code
29	Provide subsidized transit passes to residents and employees

DISCUSSION

As part of the City's engineering design review of the Project Site Plan, the developer and the City conferred on the design and construction of the off-site amenities to be constructed in public right of way. In particular, Condition of Approval No. 26 to the Development Agreement is a multi-part condition that requires the developer to construct several pedestrian amenities that encourage pedestrian travel to, from, and around the Project site. These amenities, described in prior Table 1, include the construction of several sidewalk curb extensions at intersections near the Project site that reduce the pedestrian crossing distance across major streets. Upon review of the engineering design of these curb extensions, the Public Works Department and the Community Development Department both concur that construction of these curb extensions would either impede vehicular circulation into and out of the Project site, could actually reduce pedestrian safety, or would incur an unwarranted maintenance liability on the City by

impeding storm water drainage along the street curb. Therefore, staff recommends that Condition No. 26 be modified as follows:

- Condition No. 26D should be modified to remove the requirement to construct an intersection curb extension on the northwest corner of Lima Street and Olive Avenue and replace it with a pedestrian-friendly curb ramp that directs pedestrians to the shortest path of travel across the street. The requirement to install a high-visibility crosswalks at Lima/Olive would remain.

- Condition No. 26E should be modified to remove the requirement to construct an intersection curb extension on the northwest corner of Lima Street and Alameda Avenue. Constructing a curb extension and new crosswalk at this location would impede vehicles entering and leaving the Project site, as well as surrounding office developments, who will travel on Lima Street to access Alameda Avenue. Staff instead proposes the construction of a curb extension on the northeast corner as part of the Alameda North Neighborhood Protection Plan cul-de-sac improvements. These street closures were approved by the City Council as part of a separate project to protect the Alameda North neighborhood from potential cut-through vehicle traffic. The curb extension required on the southeast corner would remain a condition of approval. The requirement to install a high-visibility crosswalks at Lima/Alameda would remain.

- Condition No. 26F should be modified to remove the requirement to construct an intersection curb extension on the southeast corner of the Westbound 134 Ramps / Alameda Avenue. This improvement could impede large vehicle traffic exiting the freeway. The requirement to install a high-visibility crosswalks at SR-134 ramps/Alameda would remain.

- Condition No. 26G should be modified to remove the requirement to construct an intersection curb extension at the northwest corner of California Street and Olive Avenue. The design of this curb extension will create a poor drainage condition for stormwater flows along the north side of Olive Avenue that will require additional maintenance by the City. It will also place pedestrians waiting to cross Olive Avenue into a position where they will be isolated and exposed to fast-moving traffic. As a substitute measure, the developer has agreed to pave new sidewalk (where a dirt path currently exists) on the north side of Olive Avenue between Lima Street and California Street. The requirement to install a high-visibility crosswalks at California/Lima would remain.

A map of the proposed curb extensions to be removed, and the three substitute measures to be installed instead, is attached as Exhibit B.

Article 5 of the Development Agreement (Exhibit D) lays out a process whereby changes to the Project Site Plan may be considered and approved by the Community Development Director when the proposed revision to the Site Plan is in substantial conformance with

the provisions of the Planned Development, the general intent of the approved Site Plan and consistent with this Agreement. Article 5, Section 5.01(c) also states that

> *"... the Community Development Director shall have the discretion to refer consideration of the revised plan to the Planning Board as a report and recommendation item. If the Planning Board determines that the proposed revision is in substantial conformance with the provisions of the Planned Development and the general intent of the approved Site Plan, the revised plan shall be approved by the Planning Board."*

Because the proposed change to the Project Site Plan affects Condition of Approval No. 26, the Community Development Director is referring this matter to the Planning Board for its review and approval of a finding that the staff-initiated change is in substantial conformance with the provisions of the Planned Development, the general intent of the approved Site Plan and consistent with this Agreement. The decision of the Planning Board is final unless appealed to the City Council. In addition, the City Council is notified of any decision to change the Site Plan and modify the Condition of Approval No. 26, and may decide to reconsider any staff or Planning Board decision.

While several curb extensions are proposed to be removed, staff believes that the overall intent of the Development Agreement to provide improved pedestrian circulation around the Project site is still met. For three of the four curb extensions to be removed, substitute measures have been identified to maintain the intent of the condition to provide enhanced pedestrian amenities and improve pedestrian safety. Further, the remaining pedestrian amenities (high-visibility crosswalks, pedestrian lighting, etc.) still provide an enhanced level of pedestrian access around the site that the Development Agreement envisioned. Thus, staff recommends the Planning Board approve a modification to Condition of Approval No. 26 to remove the four curb extensions described above.

ENVIRONMENTAL REVIEW

On October 7, 2014, after a duly noticed public hearing, the City Council considered an Environmental Impact Report (EIR) prepared for the Talaria Project, determined that it adequately addressed the environmental impacts under the California Environmental Quality Act, and approved the EIR. Condition No. 26 does not involve the completion of any mitigation measures identified in the EIR to reduce significant impacts, and staff has determined that the modification of Condition No. 26 does not result in any new, significant, or potentially significant environmental impacts not studied in the EIR.

CONCLUSION

The Planned Development No. 13-0003357 for the Talaria Project was approved by City Council in 2014 and included several conditions of approval that required the developer to provide several neighborhood amenities in exchange for an eight percent density increase. Condition of Approval No. 26 includes the requirement to construct several pedestrian curb extensions that, upon further review as part of the engineering design

process, are shown to cause safety, vehicle circulation, and maintenance concerns. Changing the Project Site Plan and modifying this condition to remove these problematic curb extensions and construct substitute measures (additional sidewalk, one relocated curb-extension, and one directional pedestrian ramp), does not contradict the overall intent of the Development Agreement to provide additional pedestrian amenities around the project site to encourage more walking. Thus, staff recommends the Planning Board review and approve the proposed change to the Project Site Plan and modification to Condition of Approval No. 26 to maintain safety and circulation, reduce the City's maintenance costs, and still provide enhanced pedestrian amenities for those choosing to walk to and around the project.

EXHIBITS

List of Exhibits	
Exhibit	Title
A	Draft Resolution and Amendment to Condition of Approval No. 26
B	Location of Curb Extensions to be Removed
C	Zoning and Fair Political Practices Act Compliance Map
D	Development Agreement

RESOLUTION NO._____

A RESOLUTION OF THE PLANNING BOARD OF THE CITY OF BURBANK APPROVING A Minor Amendment Changing the Project Site Plan to the Development Agreement for Project No. 13-0003357 (Talaria Project) and Modifying One Condition of Approval Removing Four Off-Site Pedestrian Curb Extensions in the Public Right of Way

(3401 W. Olive Avenue – BMV Investment, Co. LLB, Developer)

THE PLANNING BOARD OF THE CITY OF BURBANK FINDS:

A. The Planning Board of the City of Burbank at its regular meeting of April 9, 2018, reviewed a request presented by staff to change the Project Site Plan and modify Condition of Approval No. 26 of the Development Agreement for the Talaria Project (Project No. 13-0003357) removing a requirement of the developer to construct pedestrian curb extensions at four locations and to make substitute improvements at three of the four locations. The modified Condition of Approval No. 26 is attached as Exhibit A to this Resolution.

B. Article 5, Section 5.01(c) of the Development Agreement lays out a process whereby changes to the Project Site Plan may considered. A change is minor if such revisions do not result in any new, significant, or potentially significant environmental impacts not studied in the EIR, and either the Community Development Director or the Planning Board determines that if the proposed revision to the Site Plan is in substantial conformance with the provisions of the Planned Development, the general intent of the approved Project Site Plan, and consistent with the Development Agreement.

C. The Planning Board considered the report and recommendations of the City Planner and the evidence presented at such meeting.

D. On October 7, 2014, after a duly noticed public hearing, the City Council considered an Environmental Impact Report (EIR) prepared for the Talaria Project, determined that it adequately addressed the environmental impacts under the California Environmental Quality Act, and approved the EIR. A minor change in the Project Site Plan affecting Condition of Approval No. 26 does not involve the completion of any mitigation measures identified in the EIR to reduce significant impacts, and staff has determined that the change in the Project Site Plan and modification of Condition of Approval No. 26 does not result in any new, significant, or potentially significant environmental impacts not studied in the EIR.

THE PLANNING BOARD OF THE CITY OF BURBANK RESOLVES:

1. The change to the Project Site Plan and modification to Condition of Approval No. 26 of the Development Agreement for Talaria Project (Project No. 13-0003357) as described in Exhibit A is hereby approved. The approval is based on the ability of the Planning Board to make the following determinations:

A. The modification does not result in any new, significant, or potentially significant environmental impacts not studied in the Project's EIR

B. The modification, which causes pedestrian curb extensions at four intersections to be removed from the Project Site Plan, are necessary to preserve safety, maintain vehicle circulation, and minimize maintenance costs to the City. The inclusion of substitute pedestrian amenities in combination with the remaining pedestrian circulation amenities identified in Condition of Approval No. 26, causes the Project Site Plan to remain in substantial conformance with the provisions of the Planned Development, the general intent of the Approved Site Plan, and the Development Agreement.

2. The Secretary of the Planning Board shall mail a copy of this Resolution to the Developer and report this decision to the City Council.

PASSED AND ADOPTED this ____day of ___.

CITY PLANNING BOARD

_____
Chairperson

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF BURBANK

I, Fred Ramirez Secretary of the Planning Board of the City of Burbank, certify that this Resolution was adopted by the City Planning Board at its regular meeting held on the day of _____ 2018 by the following vote:

AYES:

NOS:

ABSENT:

ABSTAINED:

_____
Fred Ramirez, Secretary

EXHIBIT A-1

Modifications to Condition of Approval No. 26 of the Development Agreement for the Talaria Project (Project No. 13-0003357)

26. To support the project's classification as an Exceptional Project, the following additional pedestrian amenities shall be provided, to the satisfaction of the Community Development Director and Public Works Director:
    a. The 15-foot standard sidewalk width identified in the General Plan shall be provided on all sidewalks bordering the project site, except that a 12-foot sidewalk shall be provided on Lima Street between Alameda Avenue and Olive Avenue, and Alameda Avenue between Avon Street and the westbound SR-134 ramps. For Olive Avenue, this sidewalk width may be achieved by narrowing the street width on the north side between Lima Street and the edge of the project site.
    b. All public sidewalks bordering the project shall be lit with pedestrian-level lighting, subject to the standards of Burbank Water and Power.
    c. All driveway curb cuts shall be "Type 4" as identified in the City of Burbank Commercial Driveway standard plans, with a minimum dimension "S" of 8 feet.
    d. Enhanced pedestrian treatments shall be provided at the intersection of Lima St. / Olive Ave. including ~~an intersection curb extension on the northwest corner and~~ high-visibility crosswalks on all legs of the intersection.
    e. Enhanced pedestrian treatments shall be provided at the intersection of Lima St. / Alameda Ave. including intersection curb extension on the ~~northwest and~~ southeast corners and high-visibility crosswalks on all legs of the intersection.
    f. Enhanced pedestrian treatments shall be provided at the intersection of Westbound 134 ramps / Alameda Ave including ~~an intersection curb extension on the southeast corner and~~ high-visibility crosswalks on all legs of the intersection. This improvement will be subject to approval by the California Department of Transportation.
    g. Enhanced pedestrian treatments shall be provided at the intersection of California Street / Olive Ave. including ~~an intersection curb extension on the northwest corner and~~ high-visibility crosswalks on all existing crosswalks.

Talaria Project
Proposed Modifications to Condition of Approval #26

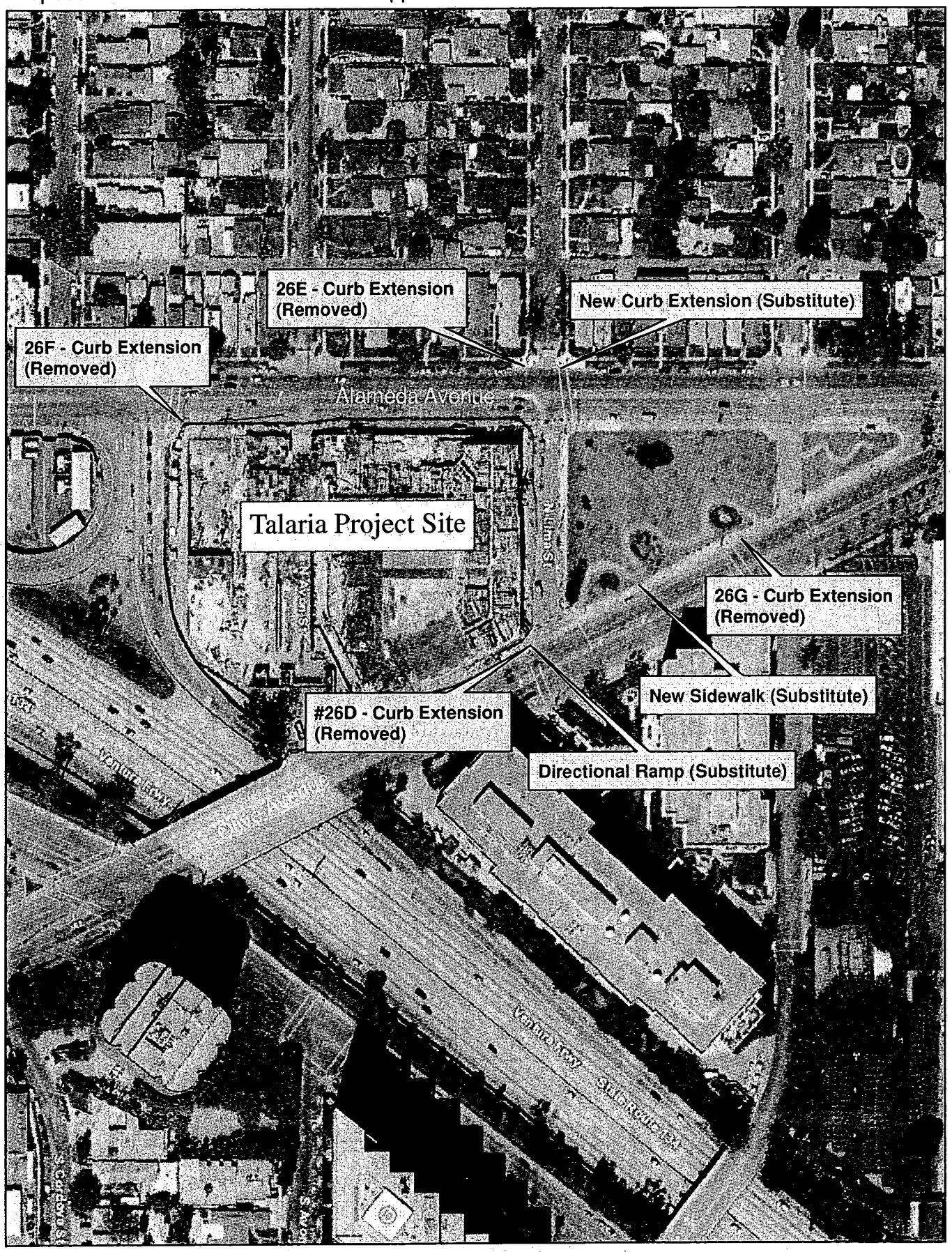
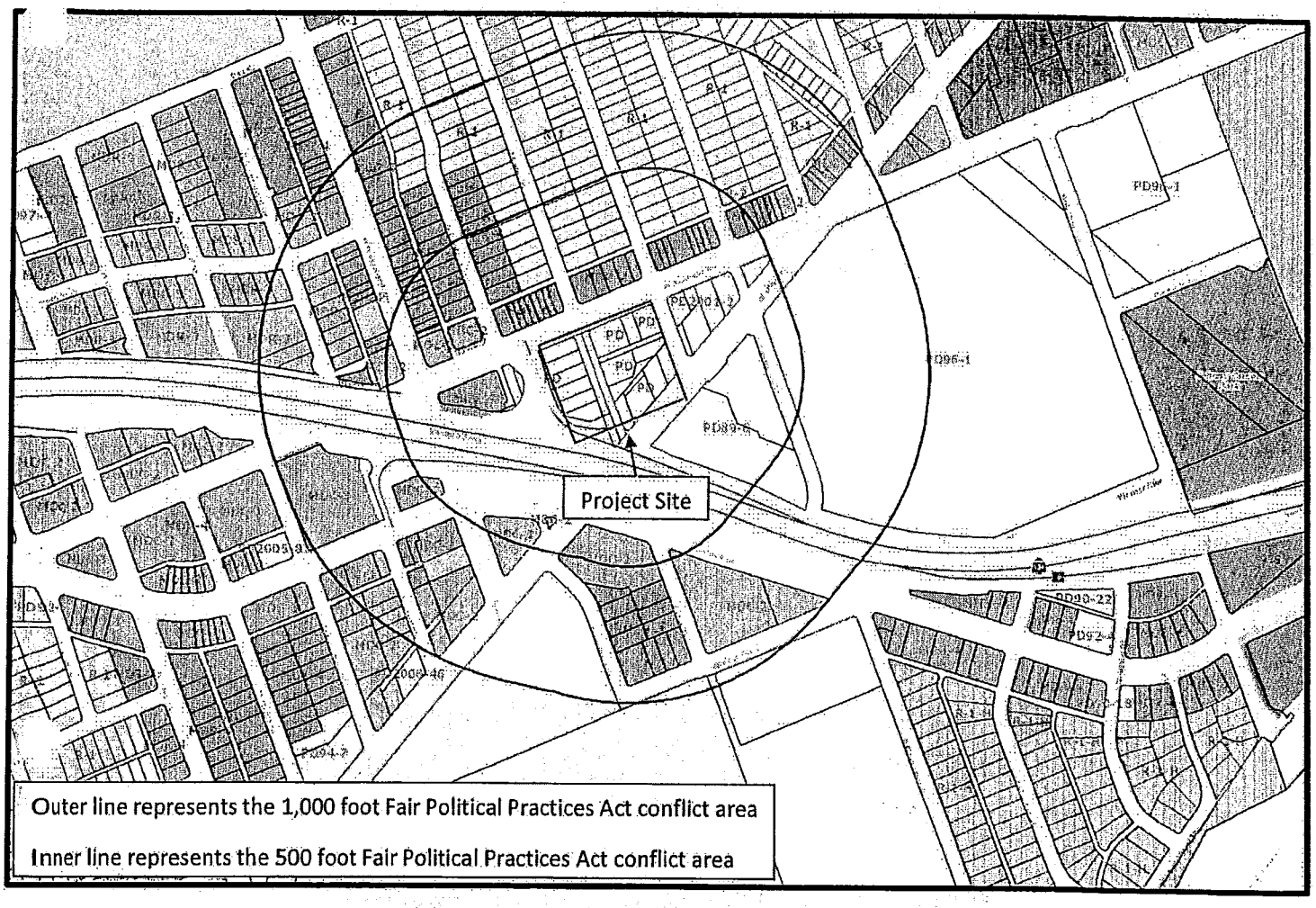


EXHIBIT B



Zoning/Public Noticing/Fair Political Practices Act Compliance Map

EXHIBIT C

N

This page is part of your document - DO NOT DISCARD

20150036925

Pages: 0075

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

01/12/15 AT 04:27PM

FEES:	0.00
TAXES:	0.00
OTHER:	0.00
PAID:	0.00

LEADSHEET

201501121890030

00010056060

CCLERK '15FEB 3AM 9:39

006593057

SEQ:
01

DAR - Courier (Upfront Scan)

THIS FORM IS NOT TO BE DUPLICATED

(C50374)

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:

NAME	CITY CLERK
MAILING ADDRESS	CITY OF BURBANK P O BOX 6459
CITY, STATE ZIP CODE	BURBANK CA 91510

01/12/2015

20150036925

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

EXEMPT FROM FEES PURSUANT TO GOVERNMENT CODE SECTION 27383

TITLES(S)

Development Agreement between the City of Burbank and BMV Investment, Co. LLB
Planned Development No. 13-0003357
Talaria at Burbank Mixed-Use Project

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91510
Attention: City Clerk

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BURBANK AND BMV INVESTMENT, CO. L.L.C.

PLANNED DEVELOPMENT NO. 13-0003357

"Talaria at Burbank Mixed-Use Project"

DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF BURBANK
AND
BMV INVESTMENT CO., LLC
(PLANNED DEVELOPMENT NO. 13-0003357)

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into this 28th day of October, 2014, by and among the CITY OF BURBANK, a charter city and municipal corporation (the "City"), and BMV INVESTMENT, CO. L.L.C. ("Developer"). The City and Developer are from time to time hereinafter referred to individually as a "party" and collectively as the "parties."

RECITALS

A. 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 Government Code Section 65864 et seq. (the "Development Agreement Statute"), which authorizes the City to enter into an agreement with any person or business entity having a legal or equitable interest in real property to establish certain development rights regarding the development of such property.

B. Pursuant to Government Code Section 65865, the City has adopted rules and regulations establishing procedures and requirements for consideration of development agreements. Such rules and regulations are codified at Section 10-1-1997 et seq. of the Burbank Municipal Code (the "Development Agreement Ordinance"). This Development Agreement has been processed, considered and executed in accordance with the Development Agreement Ordinance.

C. The City has also adopted Sections 10-1-19118 et seq. of the Burbank Municipal Code (the "Planned Development Ordinance"), establishing the procedures and requirements for the consideration of and establishment of a planned development. The Planned Development Ordinance requires that the approval of a planned development be subject to a developer's entering into a development agreement under the Development Agreement Ordinance. The Planned Development Ordinance sets forth the intent of the City Council in enacting the ordinance as an alternative process to accommodate major and unique developments, including those developments with combinations of uses and modified development standards, which would create a desirable, functional and community environment under the controlled conditions of a development plan.

D. The Developer will own an equitable interest in that certain real property comprised of approximately 3.86 acres generally located at 3401 West Olive Avenue.

E. Burbank Media Village, LLC, a California limited liability company is the owner of the underlying fee interest in the subject property ("Owner").

Site (the "Existing Development Regulations"), in force at the time of execution of this Agreement, and without requiring Developer to dedicate property, or construct public improvements or make financial contributions to the City in lieu of public improvements, except as expressly set forth in this Agreement.

I. On August 25, 2014, following a duly noticed public hearing, the Planning Board adopted Resolution No 3315 recommending that the City Council approve this Agreement.

J. On October 7, 2014, after a duly noticed public hearing, the City Council took the following actions: (1) determined that the Environmental Impact Report ("EIR") adequately addressed the environmental impacts under the California Environmental Quality Act, Public Resources Code Sections 21000 et seq., ("CEQA") of the Project and approved the EIR; (2) made appropriate findings that the provisions of this Agreement are consistent with the General Plan; and (3) introduced Ordinance No. 14-3,856 approving and authorizing the execution of this Agreement. On October 28, 2014 the City Council adopted Ordinance No. 14-3,856.

K. For the reasons recited herein, the Developer and the City have determined that the Project as a Planned Development is the type of development for which this Agreement is appropriate. This Agreement will eliminate uncertainty in planning and provide for the orderly development of the Project Site; ensure a desirable and functional community environment; provide for employment generating uses; provide a distinctive and high-quality residential and retail environment that maximizes the commercial use on-site and supports the needs of area residents and businesses, and attracts future businesses, employers and visitors to the surrounding area; and provide other public benefits to the City and its residents by otherwise achieving the goals and purposes of the Development Agreement Statute, the Planned Development Ordinance, and the Development Agreement Ordinance.

L. In exchange for these benefits, together with the public benefits that will result from the development of the Project and the Project Site pursuant to this Agreement, the Developer desires to receive the assurance that it may proceed with the Project in accordance with the Existing Development Regulations (as defined below) of the City as they exist on the Effective Date, subject to the terms, conditions, and exceptions contained herein.

M. The parties agree that this Agreement will promote and encourage the development of the Project by providing the Developer and its lenders with a greater degree of certainty of the Developer's ability to expeditiously and economically complete the development effort, and that the consideration to be received by the City pursuant to this Agreement and the rights granted to Developer hereunder constitute sufficient consideration to support the covenants and agreements of the City and Developer. By entering into this Agreement, the City desires to vest in the Developer, to the fullest extent possible under the law, all possible development entitlements necessary for the completion of the Project.

N. The City Council has determined that the Planned Development is consistent with and satisfies the relevant provisions of the Code, including the goals and objectives of the City's

General Plan. The City Council has found that the provisions of the Development Agreement are consistent with the relevant provisions of the Code and the City's General Plan.

O. All actions taken by the City with respect to the Project have been duly taken in accordance with all applicable legal requirements, including CEQA, and all other requirements for notice, public hearings, findings, votes and other procedural matters.

NOW, THEREFORE, in consideration of the promises, covenants, and provisions set forth herein, the parties agree as follows:

AGREEMENT

ARTICLE 1.

GENERAL PROVISIONS

Section 1.01. Incorporation. The preamble, the Recitals, and all defined terms set forth therein, are hereby incorporated into this Agreement as if set forth herein in full.

Section 1.02. Covenants. The provisions of this Agreement shall constitute covenants or servitudes which shall run with the land comprising the Project Site and the burdens and benefits thereof shall bind and inure to the benefit of each of the parties hereto and any successors or assigns of City, and to any "Successor Interests," as that term is defined in Article 2 of this Agreement, of Developer.

Section 1.03. Effective Date. This Agreement shall become effective upon the thirty-first (31st) day following the adoption of the Ordinance that approves this Agreement (the "Effective Date").

Section 1.04. Term. The term of this Agreement shall commence upon the Effective Date and shall extend for fifteen (15) years from the Effective Date.

ARTICLE 2.

DEFINITIONS

"Agreement" shall mean this Development Agreement.

"CEQA" shall have that meaning set forth in Recital I of this Agreement.

"City" shall mean the City of Burbank, a charter city and municipal corporation.

"City Council" shall mean the City Council of the City of Burbank, or its designee.

"City General Plan" or **"General Plan"** shall mean the applicable General Plan of the City of Burbank.

"Development Agreement Statute" shall mean Government Code Sections 65864 through 65869.5.

"Director" shall mean the Community Development Director of the City of Burbank, or his or her designee.

"Effective Date" shall have that meaning set forth in Section 1.03 of this Agreement.

"Existing Development Regulations" shall mean the 1) City laws, ordinances, rules, regulations, policies, motions, directives, the mitigation measures set forth as the Developer's responsibility in the EIR, conditions, standards, specifications, dedications, other exactions and impositions of the City, whether enacted or adopted by the City or its electorate through the initiative or referendum process, in effect as of the Effective Date, establishing or regulating the design, density, permitted land uses, occupancy, improvement, construction standards, impact fees, dedications and exactions applicable to the Project Approvals, except as otherwise expressly set forth in this Agreement; and 2) the Project Approvals, this Agreement and the Conditions of Approval.

"Minor Change" shall mean a minimal change or increase in the extent of use or size of structures or of the design, materials, or colors of structures, restriping of parking spaces that does not result in the loss of spaces, and movement of driveways or walkways to accommodate utilities that do not change the anticipated paths of travel of persons or motor vehicles and may be approved by the Community Development Director. Major modifications (such as changes to the number of stories, bulk or mass, horizontal or vertical articulation) shall be approved by the Council.

"New Law" shall mean any law which becomes operative or effective subsequent to the Effective Date and shall include any City laws, ordinances, resolutions, rules or regulations.

"Project Approvals" shall mean (1) Ordinance No. 14-3,856 approving the Planned Development Zone and this Agreement; (2) Resolution No. 14-28,716, certifying the EIR; (3) Development Review No. 13-0003357; (4) Vesting Parcel Map No. 72397; (5) a Finding of Public Convenience or Necessity; (6) Resolution No. 14-28,717 Vacating Portions of North Avon Street and alleys; and (7) all other approvals and entitlements required for the development of the planned development project, including but not limited to, zone variances, conditional use permits, sign permits, grading permits, building permits, lot line adjustments, parcel maps, subdivision improvement agreements, and vacations that will accomplish the goals, objectives, policies and plans referenced, described, implied and shown on the Project Report and Site Plan and this Agreement.

"Subsequent Applications" shall mean applications for other land use approvals, entitlements and permits not necessary to the development of the Project and the Project Site, but desired by Developer subsequent to the Effective Date. The Subsequent Applications may include without limitation amendment of any of the Project Approvals.

ARTICLE 3.

OBLIGATIONS OF DEVELOPER AND CITY

Section 3.01. Obligations of Developer. 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 promises, purposes and intentions set forth in this Agreement, Developer hereby agrees as follows:

(a) Compliance with Agreement and Project Approvals. Developer agrees that it will comply with this Agreement and the Project Approvals whether granted in conjunction with this Agreement or at a later date. The parties acknowledge that the execution of this Agreement by City is a material consideration for both the Developer's acceptance of, and agreement to comply with, the terms and conditions of this Agreement and the Project Approvals. Notwithstanding the foregoing, Developer reserves the right to appeal any Project Approval issued or denied by the City, subsequent to the date of this Agreement, which Developer deems in its reasonable discretion, as an unreasonable restraint on its ability to develop the Project, in violation of any law, or on any other legal basis which may support Developer's appeal.

Section 3.02. Obligations of City. In consideration for Developer entering into this Agreement, and as an inducement for Developer 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 this Agreement, the City hereby agrees as follows:

(a) Compliance with Agreement and Project Approvals. City agrees that it shall comply with this Agreement and the Project Approvals, and that it shall act on all Project Approvals requested after the approval of this Agreement as provided in this Agreement, and pursuant to Existing Development Regulations, subject to the terms, conditions and exceptions contained herein.

Section 3.03. Owner Consent. The Owner consents and agrees to all conditions and obligations imposed under this Agreement.

ARTICLE 4.

DEVELOPMENT OF PROJECT AND PROJECT SITE

Section 4.01. Vested Right to Develop. Subject to the terms and conditions stated herein, Developer shall have the vested right to develop the Project and the Project Site as a planned development in accordance with the Existing Development Regulations as of the Effective Date. The City shall use good faith and reasonable efforts to cause all development permits and other approvals which may be required to develop the Project, to the greatest extent permitted by law, and except as herein provided, to be free of: (a) all discretionary acts or review of the City or any body or agency thereof, it being understood that any subsequent review shall be ministerial, as further provided herein; and (b) the application of any subsequent building moratoria or restrictions on development which are inconsistent with this Agreement, including, but not limited to, those related to or affecting the rate, timing, phasing or sequencing of the construction of the Project.

Section 4.02. Existing Development Regulations.

(a) General Rule and Exception.

(1) In accordance with the provisions of Government Code Section 65866, the City and the Developer, each to the extent legally permissible, agree that during the Term of the Agreement, the Existing Development Regulations shall govern the Project and Project Site with respect to, by way of example, but not limitation, design, density, grading, construction, remodeling, and reconstruction. Except as otherwise provided for herein, no amendment to, revision of, or addition to any Existing Development Regulation, without the Developer's written approval, whether adopted or approved by the City Council or any office, board, or other agency of the City, or by the people of the City through referendum or initiative measure, shall be effective or enforceable by the City with respect to the Project or Project Site, except as expressly provided below.

(2) Notwithstanding the foregoing, the City has the absolute right to apply the following new rules, regulations, ordinances, and official policies which may conflict with the Existing Development Regulations to the Project and the Project Site:

a) Current Uniform Building Code and other uniform construction codes applicable to the Project and Project Site throughout the Term of this Agreement, provided that:

(i) Such uniform codes shall apply to the Project and Project Site only to the extent that the applicable code (and the applicable version or revision of the code) has been adopted by City and is in effect on a Citywide basis; and

(ii) Such uniform codes shall be interpreted and applied to the Project and Project Site in a manner consistent with the express provisions and limits in the particular uniform code provision(s) adopted by City; and

(iii) Provision(s) of such uniform codes shall be interpreted and applied to the Project and Project Site in a manner consistent with the generally prevailing interpretation of such provision(s) under the State Building Standards Code; and

(iv) Such uniform codes shall apply only at the time of construction of the particular improvements constituting the Project, and the Developer shall not be obligated retroactively during the Term of this Agreement to upgrade or modify any improvements previously constructed on account of modification to uniform building codes.

b) Changes in Federal Law pursuant to Section 4.03(d);

c) Changes under health and safety laws to the extent they are found by the City, based upon substantial evidence in the record, to be necessary to stop an imminent threat to the health and safety of the public, as it relates to the Project Site and as are generally applicable to all properties in the City.

(b) Police Power. The City, through the exercise of its police power, shall not establish, enact, increase, or impose any laws, ordinances, rules, regulations, or official policies applicable to the Project and/or Project Site which conflict with the Existing Development Regulations, except as authorized herein.

(c) Mitigation Measures Pursuant to CEQA. In connection with the City's approval of any other Project Approval which is subject to CEQA, and to the extent permitted or required by CEQA, the City shall promptly commence and diligently process any and all initial studies and assessments required by CEQA. The City agrees that no additional CEQA review is required for the Project Approvals, this Agreement and the Conditions of Approval, it being agreed and acknowledged that the EIR has adequately disclosed and analyzed the environmental impacts of the Project as reflected in those Project Approvals, including appropriate mitigation measures.

The City shall not impose on the Developer any mitigation measures to decrease environmental impacts of the Project other than those referenced in the Conditions of Approval and this Agreement as the Developer's responsibility.

(d) New Laws. Notwithstanding any other provision of this Agreement, this Agreement shall not preclude the City or the voters in the City, by subsequent action, from enacting or imposing any "New Law" that does not conflict with the Existing Development Regulations (the "Non-Conflicting New Law"). Illustrative of some Non-Conflicting New Law(s) are the following: (1) imposition of new or increased taxes, or city or area-wide assessments; (2) New Laws that are found by the City, based upon substantial evidence in the record, to be necessary to the health and safety of the public, and are generally applicable to all properties in the City; and (3) zoning ordinances which regulate the manner in which business activities may be conducted or which prohibit a particular type of business activity on a city-wide basis, as long as such ordinances or regulations do not conflict with the uses of the Project on the date of such ordinances' or regulations' enactment. To the extent such conflicts do occur, the Project shall be deemed a legal nonconforming use.

All City actions in applying any New Law to the Project and Project Site must be consistent with this Agreement and the Existing Development Regulations. If the City denies any Project Approval on the basis that it does not comply with a New Law that is consistent with this Agreement, the City shall follow the procedures set forth in Section 4.03 of this Agreement.

(e) Processing Fees. Pursuant to law, including without limitation, Government Code sections 66005, 66013, 66014 and 66016 (or their successor section(s)), the City shall charge Developer only those application and processing fees which represent the reasonable costs to the City of processing any application for Project Approvals (the "Processing Fees"). The City may charge the Developer the Processing Fees that are in effect on a Citywide basis at the time an application is submitted for a Project Approval.

(f) Impact Fees. Except as otherwise set forth in this Section 4.02(f), the Developer shall pay City development impact fees that are in effect at the time of issuance of each building permit for the Project. Said fees shall be payable at the time of building permit issuance. The City shall not impose any new categories of impact fees during the Term of this Agreement. In addition, the City shall not require any exactions or fees, or impose any further conditions, reservations, dedications, or public improvements other than as set forth or required herein.

(g) Utility Fees. Except as otherwise stated in this Section 4.02(g), the Developer shall pay to the City standard and non-discriminatory utility fees (the "Standard Fees") and other related utility rates including, but not limited to, hook-up charges and aid-in-construction fees, in accordance with the applicable electrical or water rates and rules in effect at the time of application for service or as otherwise set forth in a separate agreement between the Developer and the City.

(h) Dedications. Except as otherwise provided for in this section, the City shall not require dedication by the Developer of any real property other than the dedication set forth in the Conditions of Approval or required through the Map approval process. Prior to the recordation of the Final Map, the Developer and the City shall jointly determine and agree, and in accordance with this Agreement, on the legal description of any property to be dedicated to the City or for public use pursuant to this Agreement.

(i) Insurance. Before beginning construction on the Project Site, and when actual work on the Project is being performed by the Developer, its contractors, and subcontractors, the Developer shall obtain and shall keep in force the insurance described in the following subsections (i)(1) and (i)(2) below. The City (including its respective directors, officers and employees), to the extent such parties have insurable interests, shall be included as an additional insured under all of the policies set forth below. The endorsement shall further provide that the insurer shall provide thirty (30) days written notice to the City prior to any cancellation or reduction in coverage. Said insurance shall include:

(1) Workers' Compensation and Employer's Liability Insurance for all persons employed by the Developer at the Project Site. The Developer shall require its general contractor and each subcontractor to maintain Workers' Compensation and Employer's Liability Insurance for all employees employed by the general contractor or subcontractor at the Project Site. The Developer agrees to indemnify the City and its officers, agents, employees and representatives, for any damage resulting from failure to obtain and maintain such insurance.

(2) General Commercial Liability Insurance having a combined single limit of Five Million Dollars ($5,000,000) per occurrence, providing coverage for comprehensive general liability (bodily injury and property damage), automobile liability, including owned, hired and non-owned vehicles, blanket contractual liability, and personal injury.

Section 4.03. Cooperation/Implementation.

(a) City Efforts.

(1) To the maximum extent permitted by law, the City shall use good faith and reasonable efforts to prevent any New Law from invalidating all or any part of this Agreement or the Project Approvals. The City agrees to use good faith and reasonable efforts with the Developer to keep this Agreement in full force and effect. The City makes no representation as to the applicability of prevailing wage laws to any portion of the Project.

(2) The Developer reserves the right to challenge any New Law should it become necessary to protect the development rights vested in the Project and Project Site pursuant to the Existing Development regulations and this Agreement.

(b) Covenant of Good Faith and Fair Dealing. The City and the Developer shall use good faith and reasonable efforts and shall take and employ all necessary actions to ensure that Developer's vested rights to develop the Project and Project Site, secured by Developer through this Agreement, can be enjoyed, and that Developer's financial and other obligations which benefit the City can occur.

(c) Life of Project Approvals. The term of the Project Approvals (including, without limitation, the PD Zoning, the Development Review, the Vesting Parcel Map, and Vacation [but not including permits issued for the construction of the Project]) shall automatically be extended for the longer of: (1) the term of this Agreement (2) the term normally given the approval under controlling law.

(d) Changes in the State and Federal Law. Pursuant to Government Code Section 65869.5, and notwithstanding any other provision of this Agreement, this Agreement shall not preclude the application to the Project or Project Site of any new law that is required by changes in state or federal laws or regulations ("Changes in the Law"), the terms of which are specifically required to be applied to developments such as the Project. The City shall not apply to the Project any such law or regulation that is inconsistent with this Agreement until the Community Development Director makes a finding that such law or regulation is necessary to comply with such Changes in the Law. In the event the Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be modified or suspended as may be necessary to comply with the Changes in the Law, and City and Developer shall take such action as may be required pursuant to this Agreement.

(e) Timing of Project Construction and Completion. The Developer generally anticipates completing development of the Project in one phase. This phase would include demolition of existing structures, vacation of Avon Street between Alameda and Olive Avenue, excavation for the proposed subterranean parking levels, construction of the proposed structures, interior buildout, and installation of site lighting and landscaping. The Developer will use its best efforts, in accordance with its own business judgment and taking into consideration market conditions, litigation, and other economic factors influencing its business decision, to commence or continue development, and to develop the Project in accordance with the provisions and conditions of this Agreement.

(f) Processing.

(1) Upon submission by the Developer of all appropriate applications and processing fees for any Project Approval (such applications and processing fees are collectively referred to herein as the "Application"), the City shall promptly commence and diligently complete all steps necessary to act on the Application, including without limitation: (a) the notice and holding of all required public hearings (if such notice and hearings are required pursuant to Existing Development Regulations or this Agreement); and (b) the approval of the Application to the extent that it complies with this Agreement and the Existing Development Regulations.

(2) The City may deny an Application only if the Application does not comply with this Agreement and the Existing Development Regulations. The City, upon satisfactory completion by the Developer of all required administrative procedures, actions and payments of appropriate processing fees, if any, shall, in a timely fashion, proceed to complete all required steps necessary for the implementation of this Agreement and the development by the Developer of the Project Site. Prior to each request for a building permit, the Developer shall provide the City with a compliance certificate ("Certificate") in a form created by the Developer and approved by the City, which shall describe the Application's consistency with the Project Approvals. The Certificate shall be distributed to relevant City departments for review. The City shall use its best efforts to complete this review within thirty (30) days of a completed Certificate and completed application for building permit.

(3) If the City denies any such Application for a Project Approval on the basis that it does not comply with a New Law, such New Law must be consistent with this Agreement and the Existing Development Regulations, and the City agrees to specify in writing the basis of its decision. The City and the Developer shall, with due diligence and in good faith, cooperate to require modifications rather than denying any Applications for Project Approvals whenever reasonably possible. Article 5 of this Agreement provides further processing guidelines.

(4) The Developer shall provide the City, in a timely manner, all documents, applications, plans, payments of appropriate processing fees, if any, and other information necessary for the City to carry out its obligations hereunder and shall cause Developer's planners, engineers, and all other consultants to submit, in a timely manner, all required materials and documents therefor. It is the express intent of the Developer and the City to cooperate and diligently work to implement any Applications for Project Approvals that are necessary in connection with the development of the Project and Project Site.

(g) Other Governmental Permits. The Developer shall apply in a timely manner for such other permits, approvals, grants, agreements and other entitlements ("Other Governmental Permits") as may be required by other agencies having jurisdiction over, or in connection with the development of, or provision of services to, the Project and Project Site. The City shall cooperate with the Developer relative to such entitlements.

Section 4.04. General Permitted Uses. The permitted uses, density and intensity of use, maximum height and other development standards and provisions for reservation or dedication of land and other terms and conditions of development applicable to the Project shall be substantially

as set forth in the Project Approvals, the Project Report and the Site Plan, except as otherwise provided on Exhibit C, or otherwise modified by the terms and conditions of this Agreement.

Section 4.05. Project Approvals Independent. All Project Approvals which may be granted pursuant to this Agreement, and all land use entitlements or approvals generally which have been issued or will be granted by the City with respect to the Project Site, constitute independent actions and approvals by the City. If any provision of this Agreement, or the application of any provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid or unenforceable, or if this Agreement terminates for any reason, then such invalidity, unenforceability or termination of this Agreement or any part hereof shall not affect the validity or effectiveness of any such Project Approvals or other land use approvals and entitlements. In such cases, such approvals and entitlements will remain in effect pursuant to their own terms, provisions, and Conditions of Approval. The Developer shall have the right to file such new entitlement applications on portions of the Project where such previously approved approvals and entitlements have expired. Any such new applications filed for the Project shall be reviewed in accordance with the Existing Development Regulations. To the extent not expressly held invalid or unenforceable, this Section 4.05 shall survive the termination of this Agreement.

ARTICLE 5.

AMENDMENT

Section 5.01. Amendment of Project Approvals. The Project Approvals from time to time, may be amended or modified in the following manner:

(a) Administrative Amendments. Upon the written request of the Developer, the Community Development Director or his or her designee (the "Community Development Director") shall determine: (1) whether the requested amendment or modification (the "Project Approval Amendment") is minor, as determined by the Community Development Director in his or her sole discretion; and (2) whether the requested Project Approval Amendment is consistent with this Agreement. If the Community Development Director finds that the Project Approval Amendment is both minor and consistent with this Agreement, the Project Approval Amendment shall be determined to be an "Administrative Amendment," and the Community Development Director shall approve the Administrative Amendment without a public hearing, and this Agreement and its pertinent exhibits shall be automatically amended without further action by the parties.

Notwithstanding the foregoing, no administrative amendment will be effective until after thirty (30) days' notice to the City Council and posting in the same manner as agendas. If any member of the City Council requests consideration of such amendment within the 30-day notice period, then the administrative amendment will not be effective unless there is a final determination approving it. In the event Council requests consideration of an administrative amendment, staff will agendize the matter for Council discussion within 30 days of such request. This 30-day notice provision shall not apply to time-sensitive decisions during construction. In such a case, time-sensitive administrative amendments will be effective upon approval by the

Community Development Director, and the City Council shall be given notice following the Community Development Director's decision.

(b) Non-Administrative Amendments. Any written request by the Developer for an amendment that is determined by the Community Development Director to be either: (1) not minor, or (2) inconsistent with this Agreement, shall be determined not to be an Administrative Amendment, shall be subject to review, consideration and action pursuant to the Existing Development Regulations and this Agreement, and shall be reflected in an amendment to this Agreement and/or its pertinent exhibits pursuant to Section 5.02 of this Agreement.

(c) Changes to Plans; Appeals. If the Community Development Director determines that a proposed revision to the approved Site Plan ("Changes to Plans") is minor, if such revisions do not result in any new, significant, or potentially significant environmental impacts not studied in the EIR, and the Community Development Director determines that the proposed revision to the Site Plan is in substantial conformance with the provisions of the Planned Development, the general intent of the approved Site Plan and consistent with this Agreement, the revised plan shall be approved by the Community Development Director without submittal to the Planning Board for review and approval. The decision of the Community Development Director shall be final unless appealed to the Planning Board within ten (10) days from the date of such decision. If the Community Development Director determines that the proposed revision is not in substantial conformance with the approved Site Plan, then the revised plan shall be submitted to the Planning Board for review and action pursuant to this Subsection. Notwithstanding the foregoing, the Community Development Director shall have the discretion to refer consideration of the revised plan to the Planning Board as a report and recommendation item. If the Planning Board determines that the proposed revision is in substantial conformance with the provisions of the Planned Development and the general intent of the approved Site Plan, the revised plan shall be approved by the Planning Board. The decision of the Planning Board shall be final unless appealed to the City Council within ten (10) days from the date of such decision. Before any decision by the Community Development Director is final under this subsection, notice shall be provided in the same manner as agendas and by publication at least ten (10) days prior to the end of the appeal period. The City agrees that notwithstanding the foregoing, whenever possible, in the interest of expediting the Project for the benefit of both the Developer and the City, the City shall use its best efforts to make all determinations regarding the Changes to Plans as stated herein, in a prompt fashion as time is of the essence.

Section 5.02. Amendment of This Agreement.

(a) Generally. This Agreement may be amended from time to time in whole or in part by mutual consent of the original parties or their successors in interest, in accordance with this Agreement and Sections 65867, 65867.5, and 65868, of the Government Code.

(b) Administrative Amendments. Notwithstanding Section 5.02(a) above, any amendment to this Agreement which does not relate to (1) the Term, uses other than those permitted by the Planned Development, (2) provisions for reservation and dedication of land, or conditions, terms, restrictions, and requirements relating to subsequent discretionary actions, (3) monetary contributions agreed to by Developer pursuant to this Agreement, or (4) changes to any

condition set forth in the Conditions of Approval, may be determined by the Community Development Director to be an Administrative Amendment and if so, shall be processed pursuant to Section 5.01(a) above. A memorandum shall be recorded to reflect such Administrative Amendment.

ARTICLE 6.

COOPERATION IN THE EVENT OF LEGAL CHALLENGE

In the event of any administrative or legal action, or other proceeding instituted by a third party, including another governmental entity or official challenging the validity of any of the Project Approvals (a "Challenge"), the parties shall cooperate in defending the Challenge. The City shall tender the complete defense of the action to the Developer (the "Tender") and upon the Developer's acceptance of the Tender, the Developer shall indemnify and hold harmless the City from all costs and liabilities arising from such an action or proceeding and shall control the defense. However, Developer shall not enter into any settlement or resolution of any Challenge without first obtaining written approval of such settlement or resolution by City.

The Developer shall be responsible for the attorneys' fees owing to the legal counsel and all other costs of the litigation, including but not limited to expert witness fees. Should the Developer refuse to accept the Tender by City, the City may defend such action or proceeding, at its sole discretion, and if City so defends, the Developer shall indemnify and hold City harmless from all reasonable attorneys' fees related to such defense. In the event City must bring a legal action against Developer to enforce the provisions of this Section, City shall be entitled to all reasonable attorneys' fees related to such action.

ARTICLE 7.

DEFAULT; REMEDIES; TERMINATION

Section 7.01. General Provisions.

(a) Failure or unreasonable delay by the Developer to perform any term, provision, or condition of this Agreement for a period of sixty (60) days after written notice thereof from the City shall constitute a default under this Agreement, subject to extensions of time by mutual consent in writing. The time of notice shall be measured from the date of certified mailing. Said notice shall specify the nature of the alleged default and, where appropriate, the manner and period of time in which said default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within such 60-day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period.

(b) During any period of curing, the Developer shall not be considered in default for the purposes of termination or institution of legal proceedings. If the default is cured, then no default shall exist and the noticing party shall take no further action.

(c) Subject to the foregoing, after notice and expiration of the 60-day period without cure or commencement of cure, the City, at its option, may institute legal proceedings pursuant to this Agreement and may give notice of intent to terminate this Agreement pursuant to Government Code Section 65868. Following such notice of intent to terminate, the matter shall be scheduled for consideration and review by the Planning Board and City Council in the manner set forth in Government Code Sections 65865, 65867, and 65868, and Burbank Municipal Code Sections 10-1-19115 and 10-1-19116.

(d) Following consideration of the evidence presented in said review before the City Council, if the City Council determines to terminate this Agreement, the City shall give written notice of termination of this Agreement to the Developer by certified mail. Written notice of termination of this Agreement shall be effective immediately upon certified mailing to the defaulting party.

(e) Evidence of the Developer's default may also arise in the course of the regularly scheduled Annual Review of this Agreement as described in Section 7.02 of this Agreement.

(f) If the City does not accept, process, or render a decision on the Project Approvals in a timely manner, in accordance with the terms of this Agreement, or the City otherwise defaults under the provisions of this Agreement, Developer, upon a reasonable determination by Developer that the City remains in default after the cure period has elapsed, shall be entitled to exercise its remedies hereunder including, without limitation, the right to terminate or modify this Agreement.

In addition to any other remedies of Developer, Developer may, at its option, terminate or modify the terms of the Agreement to remedy the effect of City's default. If Developer desires to terminate or modify the terms of this Agreement, it shall request a processing of such modification pursuant to Government Code Section 65868 and City staff shall be required to present such requested modifications thereof to the City's Planning Board and the City Council at the earliest available public meeting thereof

Section 7.02. Annual Review.

(a) On or before the first anniversary of the Effective Date, and on or before each anniversary date during the Term of this Agreement thereafter, the City shall review the good faith compliance by the Developer with the terms of this Agreement. This review shall be conducted by the Community Development Director and shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code (a) Section 65865.1, provided that, if the City Council imposes a mitigation monitoring or reporting program pursuant to CEQA which is to be completed simultaneously with the annual review of this Agreement, then the scope of the annual review may include implementation of ongoing mitigation measures that are the Developer's responsibility pursuant to the EIR.

(b) During this review, the Developer shall be required to demonstrate good faith compliance with the terms of this Agreement. At the conclusion of this review, the

Community Development Director shall in writing make findings and determinations, on the basis of substantial evidence in the record, whether or not the Developer has complied in good faith with the terms and conditions of this Agreement. If the Community Development Director finds and determines that the Developer has not complied with such terms and conditions, then the Community Development Director shall deliver to the Developer a notice of a public hearing before the Planning Board in accordance with Burbank Municipal Code Sections 10-1-19114 and 10-1-19115, and if applicable, before the City Council in accordance with Burbank Municipal Code Sections 10-1-19115 and 10-1-19116.

(c) The City shall deliver to the Developer a copy of all staff reports and documents to be used or relied upon in conducting the review and, to the extent practical, related exhibits concerning the Developer's performance hereunder, at least ten (10) days prior to any such periodic review. The Developer shall be permitted to respond, orally at the public hearing and by a written statement, to the City's evaluation of the Developer's performance.

(d) In the event that the City fails to either (1) conduct the annual review or (2) notify the Developer in writing (following the time during which the review is to be conducted) of the City's determination as to compliance or noncompliance with the terms of this Agreement and such failure remains uncured as of sixty (60) days following the anniversary of the Effective Date in any year during the Term of this Agreement, such failure shall be deemed an approval by the City of the Developer's compliance with the terms of this Agreement for that Annual Review period.

(e) With respect to any year for which an Annual Review of compliance with this Agreement is conducted and compliance is approved, or with respect to any year in which the City is deemed to approve of the Developer's compliance with this Agreement pursuant to the preceding paragraph, the City, upon request of the Developer, shall provide Developer with a written Notice of Compliance, pursuant to Article 10 of this Agreement.

Section 7.03. Enforced Delay; Extension of Time of Performance. Performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walk-outs, inability to obtain labor and/or supplies, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the City, enactment of conflicting state or federal laws or regulations, or similar bases for excused performance which are not within the reasonable control of the party to be excused. An administrative or legal/equitable challenge or proceeding addressing the validity of this Agreement, any other Project Approvals, the EIR or any permit, approval, agreement or other entitlement or action of a governmental agency necessary or desirable for the development of the Project Site pursuant to this Agreement shall be deemed to create an excusable delay as to the Developer. Upon the request of either party hereto, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon. The Term set forth in Section 1.04 of this Agreement shall be automatically extended for an amount of time equal to the duration of any litigation, including appeals, challenging the Agreement, any Project Approvals, or any other permit or entitlement approved or issued by the City.

Section 7.04. Time is of the Essence. The Parties hereto understand and agree that time is of the essence and each represent and warrant to carry forth their duties as stated herein in a timely and prompt manner and in accordance with any schedule for determinations, responses or actions that may be applicable or prescribed by applicable codes, statutes, ordinances, and regulations.

Section 7.05. Remedies. In the event that one of the parties defaults under the terms and conditions of this Agreement, the other party shall have all legal rights, including the right to institute a legal action to cure, correct, or remedy any default, to enforce any covenant or agreement herein, to enjoin any threatened or attempted violation thereof, to recover damages for any default, to enforce by specific performance the obligations and rights of the parties hereto, or to obtain any other remedies consistent with the purpose of this Agreement, subject to the dispute resolution provisions herein if a dispute as to an interpretation of this Agreement is in issue. In addition, both City and Developer shall have the right to terminate this Agreement in accordance with Sections 7.01(c) and 7.01(f), respectively.

(a) Dispute Resolution; Issuance of Interpretations by the Community Development Director. Should a dispute arise between the parties concerning the proper interpretation of this Agreement, the Community Development Director shall issue a written interpretation of the disputed provision of this Agreement within thirty (30) days of receipt of a written request by the Developer, but only after consultation with the City Attorney, any affected City department, the Developer and counsel for the Developer.

(b) Appeals of Interpretations. The Developer may appeal any interpretation issued by the Community Development Director, or the failure to timely issue an interpretation, to the Planning Board, which shall act within thirty (30) days of receipt of a written appeal. The Developer may appeal any interpretation adopted by the Planning Board, or the failure of the Planning Board to timely adopt an interpretation, to the City Council, which shall act within thirty (30) days of receipt of a written appeal.

(c) Litigation. If the City Council fails to timely render an interpretation within thirty (30) days after a written appeal is filed with the City Council by the Developer, or if the Developer contests the interpretation adopted by the City Council, the Developer may institute legal action, including, but not limited to, an action for declaratory relief pursuant to Code of Civil Procedure Section 1060 et seq., to interpret this Agreement after complying with the administrative procedures of this subsection.

Section 7.06. California Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. If a legal action is brought by a third party, Article 6 of this Agreement shall apply.

ARTICLE 8.

MORTGAGEE PROTECTIONS

Section 8.01. Encumbrance of Developer's Interest.

The Developer shall have the absolute right to encumber and/or collaterally assign or grant a security interest in the Developer's right, title and interest in, to and under this Agreement and the Project Site pursuant to one or more mortgages (each a "Permitted Mortgage"), provided that each such Permitted Mortgage is given for the purpose of securing funds to be used for financing the acquisition of the Project Site or any portion thereof, the construction of the Project thereon, and any other expenditures reasonably necessary and appropriate to develop the Project in accordance with this Agreement. The City acknowledges that a mortgagee may require certain modifications to this Agreement, and the City agrees, upon request, from time to time, to meet with Developer and/or representatives of any such mortgagee to negotiate in good faith any such request for modification. The City further agrees that it will not unreasonably withhold its consent to any such requested modification to this Agreement provided such modifications are processed in accordance with Section 8.02 below related to procedures for amendment of this Agreement. Any mortgagee and its successors and assigns shall be entitled to the rights and privileges set forth in this section.

Section 8.02. Mortgagee Protections.

Provided that any mortgagee or beneficiary under a Permitted Mortgage (each, a "Mortgagee") provides the City with a conformed copy of each Permitted Mortgage which contains the name and address of such Mortgagee, the City hereby covenants and agrees to faithfully perform and comply with the following provisions with respect to such Permitted Mortgage:

(a) No Termination. No action by the Developer, or the City to cancel, surrender, or materially modify the terms of this Agreement or the provisions of this Article 8 shall be binding upon a Mortgagee without its prior written consent.

(b) Notices. If the City shall give any Notice of Default to the Developer hereunder, the City shall simultaneously give a copy of such Notice of Default to the Mortgagee at the address theretofore designated by it. No Notice of Default given by the City to the Developer shall be binding upon or affect said Mortgagee unless a copy of said Notice shall be given to Mortgagee pursuant to this Section. In the case of an assignment of such Permitted Mortgage or change in address of such Mortgagee, said assignee or Mortgagee, by written notice to City, may change the address to which such copies of Notices are to be sent. City shall not be bound to recognize any assignment of such Permitted Mortgage unless and until the City shall be given written notice thereof, a copy of the executed assignment, and the name and address of the assignee. Thereafter, such assignee shall be deemed to be the Mortgagee hereunder with respect to the Permitted Mortgage being assigned. If such Permitted Mortgage is held by more than one person, corporation or other entity, no provision of this Agreement requiring the City to give notices or copies thereof to said Mortgagee shall be binding upon the City unless and until all of said holders shall designate in writing one of their number to receive all such notices and copies thereof and shall have given to the City an original executed counterpart of such designation.

(c) Performance of Covenants. The Mortgagee shall have the right to perform any term, covenant or condition and to remedy any default by the Developer hereunder within the time periods specified herein, and the City shall accept such performance with the same force and effect as if furnished by the Developer; provided, however, that said Mortgagee shall not thereby or hereby be subrogated to the rights of the City.

(d) Default by the Developer. In the event of a default by the Developer which has not been cured by the Developer or as to which there is no Cure Period hereunder, the City agrees not to terminate this Agreement (1) unless and until the City provides written notice of such default to any Mortgagee and such Mortgagee shall have failed to cure such Default within ninety (90) business days after the later of delivery of such notice or expiration of any applicable Developer cure period, and (2) as long as:

(1) in the case of a default which cannot practicably be cured by the Mortgagee without taking possession of the Property, (a) the Mortgagee has delivered to the City, prior to the date on which the City shall be entitled to give notice of termination, a written instrument wherein the Mortgagee unconditionally agrees that (subject to such delays as may be incident to obtaining a relief from stay in the case of a bankruptcy/dissolution event) it will commence and diligently pursue cure of such default promptly following its obtaining possession and; (b) said Mortgagee shall proceed diligently to obtain possession of the Property (including possession by receiver) (subject to such delays as may be incident to obtaining a relief from stay in the case of a bankruptcy/dissolution event) and, upon obtaining such possession, shall proceed diligently to cure such default; and

(2) In the case of a default which is not susceptible of being cured by the Mortgagee, the Mortgagee shall institute foreclosure proceedings and diligently prosecute the same to completion (subject to such delays as may be incident to obtaining a relief from stay in the case of a bankruptcy/dissolution event) (unless in the meantime it shall acquire the Developer's right, title and interest hereunder, either in its own name or through a nominee, or by assignment in lieu of foreclosure) and upon such completion of acquisition or foreclosure such default shall be deemed to have been cured.

The Mortgagee shall not be required to obtain possession or to continue in possession as Mortgagee of the Property pursuant to Subsection 8.02(d)(1) above, or to continue to prosecute foreclosure proceedings pursuant to Subsection 8.02(d)(2) above, if and when such default shall be cured. Nothing herein shall preclude the City from exercising any of its rights or remedies with respect to any other default by the Developer during any period of such forbearance, but in such event the Mortgagee shall have all of its rights provided for herein. If the Mortgagee, its nominee, or a purchaser in a foreclosure sale, shall acquire title to the Developer's right, title and interest hereunder and shall cure all defaults which are susceptible of being cured by the Mortgagee or by said purchaser, as the case may be, then prior Defaults which are not susceptible of being cured by the Mortgagee or by said purchaser shall no longer be deemed defaults hereunder.

References herein to defaults which are "not susceptible of being cured" by a Mortgagee or purchaser (or similar language) shall not, be deemed to refer to any default which the Mortgagee or purchaser is not able to cure because of the cost or difficulty of curing such default, but rather shall be deemed to refer only to defaults specifically relating to the identity of the Developer which by their nature can be cured only by the Developer (such as the Developer or Owner's bankruptcy/dissolution event or an ownership control change).

(e) Foreclosure. Foreclosure of any Permitted Mortgage, or any sale thereunder, whether by judicial proceedings or by virtue of any power contained in a Permitted Mortgage, or any conveyance of the Project from the Developer to a Mortgagee or its designee through, or in lieu of, foreclosure or other appropriate proceedings in the nature thereof, shall not require the consent of the City or constitute a breach of any provision of or a default under this Agreement, and upon such foreclosure, sale or conveyance, the City shall recognize the purchaser or other transferee in connection therewith as the Developer hereunder provided that such purchaser or transferee assumes, subject to the terms of Section 8.02(d) above, each and all of the obligations of the Developer hereunder pursuant to an assumption agreement satisfactory to the City. If any Mortgagee or its nominee or assignee shall acquire the Developer's right, title and interest hereunder as a result of a judicial or nonjudicial foreclosure under any Permitted Mortgage, or by means of a deed in lieu of foreclosure, or through settlement of or arising out of any pending or contemplated foreclosure action, such Mortgagee shall thereafter have the right to assign or transfer the Developer's right, title and interest hereunder to an assignee upon obtaining the City's consent with respect thereto, which consent shall not be unreasonably withheld or delayed. Upon such acquisition of the Developer's right, title and interest hereunder as described in the preceding sentence by either Mortgagee, or the assignee or nominee of Mortgagee, or the purchaser from Mortgagee, assignee or nominee, the City shall immediately execute and deliver a new agreement or amend this Agreement with such party. Subject to the terms of Section 8.02(d) above, such new agreement or amended Agreement shall be substantially the same in form and content to the provisions of this Agreement, except with respect to the parties thereto, and the elimination of any requirements which have been fulfilled by the Developer prior thereto, and said agreement shall have priority equal to the priority of this Agreement. Upon execution and delivery of such new agreement or amended Agreement, the City shall cooperate with the new Developer, at the sole expense of said new Developer, in taking such action as may be necessary to cancel and discharge this Agreement and to remove the Developer named herein from the Property.

(f) [reserved]

(g) No Obligation to Cure. Except as set forth herein, nothing herein contained shall require any Mortgagee to cure any default of the Developer referred to above or to construct or complete the construction of the Project, or to guarantee such construction or completion.

(h) Separate Agreement. The City shall, upon request, execute, acknowledge and deliver to each Permitted Mortgagee, an agreement prepared at the sole cost and expense of the Developer, in form satisfactory to each Permitted Mortgagee, between the City, the Developer and the Permitted Mortgagees, agreeing to all of the provisions hereof.

(i) Form of Notice. Any Mortgagee under a Permitted Mortgage shall be entitled to receive the notices required to be delivered to it hereunder provided that such Mortgagee shall have delivered to each party a notice substantially in the following form:

The undersigned, whose address is
<insert address>
does hereby certify that it is the Mortgagee (as such term is defined in that certain Development Agreement dated as of October 7, 2014 between

the City of Burbank and BMV Investment Co. L.L.C [the "Development Agreement"]) of the parcel of land described on Exhibit "A" attached hereto, which parcel is owned by BMV Investment Co., L.L.C. In the event that any notice shall be given of a default of a party to the Development Agreement (a "Party"), a copy thereof shall be delivered to the undersigned who shall have the rights of a Mortgagee to cure the same, as specified in the Development Agreement. Failure to deliver a copy of such notice shall in no way affect the validity of the notice to the Party, but no such notice shall be effective as it relates to the rights of the undersigned under the Development Agreement with respect to the Permitted Mortgage, including the commencement of any cure periods applicable to the undersigned, until actually received by the undersigned.

(j) Estoppel Certificate. The City shall execute an estoppel certificate in form and substance reasonably satisfactory to the Mortgagee at the time of the initial advances in connection with construction, permanent and equity financing and from time to time thereafter, upon the reasonable request of the Mortgagee. This estoppel certificate can be administratively issued by the Community Development Director within the time period provided for delivery thereof set forth in Section 10.01(a) if it is in the form required by Section 10.01(a).

(k) Limitation of Liability. Upon acquiring title to the Property, the Mortgagee shall have no obligation or liability to the City beyond the Mortgagee's interest, if any, in the Project Site and the City shall look exclusively to such interest in the Project Site for payment and discharge of any obligations imposed upon the Mortgagee under this Agreement or any other document entered into in connection therewith. Mortgagee shall be released and relieved of any liability under the Agreement and under any other document entered into in connection therewith upon the assignment of Mortgagee's rights upon or subsequent to foreclosure of its collateral or acquisition in lieu of foreclosure.

(l) Further Assurances. The City and the Developer agree to cooperate in including in this Agreement, by suitable amendment, any provision which may be reasonably requested by the Mortgagee or any proposed Mortgagee for the purpose of (i) more fully or particularly implementing the Mortgagee protection provisions contained herein, (ii) adding mortgagee protections consistent with those contained herein and which are otherwise commercially reasonable, and (iii) allowing such Mortgagee reasonable means to protect or preserve the security interest of the Mortgagee in the collateral, including its lien on the Project Site and the collateral assignment of this Agreement; provided, however, in no event shall the City be obligated to modify any of the Developer's obligations or the City's rights under this Agreement in any manner not already contemplated in this Article 8.

ARTICLE 9.

MISCELLANEOUS

Section 9.01. No Agency, Joint Venture or Partnership. It is specifically understood and agreed by and between the parties hereto that the Project and Project Site development is a private

development, and that the Developer shall have full power over and exclusive control of the Project and Project Site, subject only to the obligations of the Developer under this Agreement. The City and the Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between the City and the Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between the City and the Developer.

Section 9.02. Severability. If any term, provision, covenant or condition of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties.

Section 9.03. Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement and other Project Approvals in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

Section 9.04. Construction. Each reference in this Agreement and in the other Project Approvals to this Agreement shall be deemed to refer to the named document or plan as such document or plan may be amended from time to time, whether or not the particular reference refers to such possible amendment. This Agreement has been reviewed and revised by legal counsel for both the City and the Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

Section 9.05. Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive. If there is more than one signer of this Agreement, the signers' obligations are joint and several.

Section 9.06. Covenants, No Dedication or Lien. The provisions of this Agreement shall constitute covenants which shall run with the land comprising the Project Site for the benefit thereof, and the burdens and benefits hereof shall bind and inure to the benefit of each of the parties hereto and all successors in interest to the parties hereto for the Term of this Agreement. Nothing herein shall be construed as a dedication or transfer of any right or interest in, or as creating a lien with respect to, the title to the Project Site, other than those dedications required herein.

Section 9.07. Cooperation in Carrying Out Agreement. Each party shall take such actions and execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

ARTICLE 10.

NOTICES

Section 10.01. Method of Notice.

(a) Any notice or communication (hereafter, a "Notice") required hereunder by the City or the Developer must be in writing, and may be given, by either party or its counsel, either personally, by overnight carrier providing receipted delivery (such as Fed Ex or UPS), or by registered or certified mail (return receipt requested). If given by registered or certified mail, a Notice shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as a party to whom Notices are to be sent, or (ii) five (5) days after the registered or certified letter containing such Notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by overnight carrier or personally delivered, a Notice shall be deemed to have been given when received or refused by to the party to whom it is addressed. A courtesy copy of the Notice may be sent by facsimile or electronic mail transmission. 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 to which such notice or communication shall be given.

(b) Such notices shall be given to the parties at their addresses set forth below:

If to City to:

City of Burbank
275 E. Olive Avenue
Burbank, CA 91502
Attention: Community Development Director

With a Copy to:

Office of City Attorney
City of Burbank
275 E. Olive Avenue
Burbank, CA 91502
Attention: City Attorney

If to Developer, to:

BMV Investment Co., LLC
c/o Cusumano Real Estate Group
101 South First Street #400
Burbank, CA 91502
Attn: Michael A.
Cusumano

ARTICLE 11.

ASSIGNMENT

Section 11.01. Limitation; Permitted Transfers; Transfer Approvals.

(a) The qualifications and identity of the Developer are of particular concern to the City. It is because of those qualifications and identity that the City has entered into this Agreement with the Developer. Accordingly, for the period commencing upon the Effective Date until a Certificate of Occupancy for the improvements comprising the Project has been issued, no voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement ("Transfer") without the prior written approval of the City, except as expressly set forth herein.

(b) Notwithstanding Subsection (a) above, City approval of a Transfer shall not be required in connection with any Transfer of the Developer's interests, rights and obligations under this Agreement to an Affiliate. In the event of a Transfer by Developer under this Subsection (b) not requiring the City's prior approval, Developer nevertheless agrees that on or at least thirty (30) days after such Transfer it shall give written notice to City of such assignment and satisfactory evidence that the assignee has assumed in writing through an assignment and assumption agreement as required by Subsection (d) below. "Affiliate" means any person or entity controlling, controlled by, or under common control with, Developer or Owner.

(c) The City agrees that it will give reasonable consideration to approving a request for approval of a Transfer in accordance with the standards of such approval set forth below, provided the Developer delivers written notice to the City requesting such approval. Such notice shall be accompanied by evidence regarding the proposed transferee's development and/or operational qualifications and experience, and its financial commitments and resources, in sufficient detail to enable the City to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 11.01 and as reasonably determined by the City. The City may, in considering any such request, take into consideration such factors as (i) the quality of any new and/or replacement developer (ii) the transferee's past performance and experience as developer of high-quality mixed-use residential and retail developments (iii) the current financial condition of the transferee, and similar factors.

(d) If all or any portion of this Agreement is transferred by the Developer to any person or entity (a "Transferee"), the Transferee shall succeed to all of the Developer's Rights under this Agreement regarding the Transferred Property. A written assignment and assumption agreement (the "Assignment") in a form approved by the City Attorney, shall be executed by the Transferee, and a copy provided to the City. The Assignment may contain, if appropriate, an allocation of rights and obligations under the Agreement between the Developer and the City. Thereafter, a default under this Agreement by the Developer regarding that portion of the Project Site other than the Transferred Property (the "Remaining Property") shall not be considered or acted upon by City as a default by the Transferee regarding the Transferred Property and shall not affect the Transferee's Rights regarding the Transferred Property. Likewise, a default by a Transferee relating to the Transferred Property shall not be considered or acted upon by the City as a default by the Developer regarding the Remaining Property and shall not affect the Developer's Rights regarding the Remaining Property.

ARTICLE 12.

ENTIRE AGREEMENT, COUNTERPARTS' EXHIBITS, RECORDING

Section 12.01. Generally. This Agreement consists of sixty (60) pages and three (3) exhibits, constitutes the final and exclusive understanding and agreement of the parties, and supersedes all negotiations and any previous agreements between the parties with respect to all or any part of the subject matter hereof.

Section 12.02. Waivers. All waivers of the provisions of this Agreement shall be in writing and signed by the parties.

Section 12.03. Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A	-	Project Site Legal Description
Exhibit B	-	Project Description
Exhibit C	-	Conditions of Approval

Section 12.04. Recordation of Agreement. No later than ten (10) days after the Effective Date, the City Clerk shall record at the Developer's expense an executed original of this Agreement in the Official Records of the County of Los Angeles.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the day and year first above written.

"CITY"

CITY OF BURBANK,
a municipal corporation

Asst. City Manager

Justin Hess

"DEVELOPER" and

BMV Investment Co. L.L.C.
a California Limited Liability Company

Burbank Real Estate Corp.
A California Corporation
Michael A. Cusumano, President

By: Michael A. Cusumano
Its: President

By: Charles B. Cusumano
Its: Vice President

"OWNER"

Burbank Media Village, LLC,
a California limited liability company

by First Street Capital Corp.
a California corporation
its manager

by Michael A. Cusumano
its Vice President

by Charles B. Cusumano
its Vice President

ATTEST:

_____, City Clerk

APPROVED AS TO FORM FOR CITY
Office of the City Attorney

By: Joseph H. McDougall
Senior Assistant City Attorney

State of California

County of Los Angeles

On DECEMBER 19 **,** 2014 **before me B. K. Brown Notary Public, personally appeared** CHARLES B. GUMANO **who 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 capacity/s and that 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.**

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

B. K. Brown

B. K. BROWN
Comm. #1987993
Notary Public - California
Los Angeles County
Comm. Expires Sep 10, 2016

State of California

County of Los Angeles

On December 19 **,** 2014 **before me B. K. Brown Notary Public, personally appeared** Michael A. Cosumnes **who 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 capacity/s and that 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.**

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

B. K. Brown

B. K. BROWN
Comm. #1987993
Notary Public - California
Los Angeles County
Comm. Expires Sep 10, 2016

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On January 9, 2015 before me, S. Marotta, Notary Public
(insert name and title of the officer)

personally appeared Justin Hess,
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

S. MAROTTA
Commission # 2010778
Notary Public - California
Los Angeles County
My Comm. Expires Mar 9, 2017

Signature _____ (Seal)

EXHIBIT A
PROJECT SITE
LEGAL DESCRIPTION

[attached]

LEGAL DESCRIPTION:

The land referred to is situated in the City of Burbank, County of Los Angeles, State of California, and is described as follows:

PARCEL 1:

LOTS 8, 9 AND 10 OF TRACT NO. 10135, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 141 PAGES 21 AND 22 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

PARCEL 2A:

THAT PORTION OF LOT 1 IN BLOCK 63, SUBDIVISION OF THE RANCHO PROVIDENCIA AND SCOTT TRACT, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGES 47 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF LOT 14 OF TRACT NO. 10135, AS SHOWN ON MAP RECORDED IN BOOK 141 PAGES 21 AND 22 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DISTANT SOUTH 40° 10' 35" WEST 56 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT 14, SAID POINT BEING THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN CERTIFICATE OF TITLE NO. RW-45762, ON FILE IN THE OFFICE OF THE REGISTRAR OF TITLES OF SAID COUNTY; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID TRACT NO. 10135, SOUTH 40° 10' 35" WEST 20.27 FEET TO A LINE PARALLEL WITH AND DISTANT 27 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHEASTERLY LINE OF SAID LAND; THENCE PARALLEL WITH SAID NORTHEASTERLY LINE SOUTH 22° 56' 55" EAST 138.79 FEET TO THE NORTHWESTERLY LINE OF OLIVE AVENUE, 80 FEET WIDE, AS DESCRIBED IN DOCUMENT NO. 190759, ON FILE IN THE OFFICE OF THE REGISTRAR OF TITLES; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 40° 10' 35" EAST 30.27 FEET TO THE MOST EASTERLY CORNER OF SAID LAND; THENCE NORTH 22° 56' 55" WEST 138.79 FEET TO THE POINT OF BEGINNING.

PARCEL 2B:

THAT PORTION OF LOT 1 IN BLOCK 63 OF THE SUBDIVISION OF THE RANCHO PROVIDENCIA AND SCOTT TRACT, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 43 PAGES 47, ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF OLIVE AVENUE WITH THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF AVON STREET, AS SAID AVENUE AND STREET ARE SHOWN ON MAP OF TRACT NO. 7553, RECORDED IN BOOK 99 PAGE 16 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID PROLONGATION NORTH 23° 56' 55" WEST 150.00 FEET; THENCE PARALLEL WITH SAID NORTHWESTERLY LINE OF OLIVE AVENUE NORTH 40° 10' 35" EAST 168.96 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 40° 10' 35" EAST 47.46 FEET TO THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN CERTIFICATE OF TITLE NO.

YV-92196 ON FILE IN THE OFFICE OF THE REGISTRAR; THENCE ALONG SAID SOUTHWESTERLY LINE, SOUTH 22° 56' EAST 138.79 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 10.00 FEET NORTHWESTERLY, AT RIGHT ANGLES, FROM SAID NORTHWESTERLY LINE OF OLIVE STREET; THENCE ALONG LAST MENTIONED PARALLEL LINE SOUTH 40° 10' 35" WEST 47.46 FEET TO A LINE SOUTH 40° 10' 35" WEST 47.46 FEET TO A LINE THAT IS PARALLEL WITH WESTERLY LINE OF LIMA STREET AS SHOWN ON THE MAP OF TRACT NO. 10135, RECORDED IN BOOK 141 PAGES 21 AND 22 OF MAPS, RECORDS OF SAID COUNTY AND PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE NORTH 22° 56' 55" WEST 138.79 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

THAT PORTION OF LOT 2 IN BLOCK 63 OF RANCHO PROVIDENCIA AND SCOTT TRACT, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43 PAGE 47 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:
COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 2, THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE THEREOF, 25 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE 266.65 FEET, MORE OR LESS, TO THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO ERNEST J. HENTSCHEL AND WIFE, RECORDED IN BOOK 3418 PAGE 316 OFFICIAL RECORDS, THENCE SOUTHWESTERLY AT RIGHT ANGLES, TO SAID NORTHEASTERLY LINE 168.61 FEET MORE OR LESS TO THE NORTHEASTERLY LINE OF TRACT NO. 9560, RECORDED IN BOOK 133 PAGES 43 AND 44 OF MAPS, RECORDS OF SAID COUNTY, THENCE NORTHWESTERLY ALONG SAID LAST MENTIONED NORTHEASTERLY LINE, 116.78 FEET MORE OR LESS TO THE MOST NORTHERLY CORNER OF SAID LOT 3 OF SAID TRACT, THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF THE LAND DESCRIBED IN DEED TO JOSEPH FRANK SUPPON AND WIFE, RECORDED IN BOOK 6862 PAGE 217 OF OFFICIAL RECORDS OF SAID COUNTY, 150 FEET TO THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED IN DEED TO THE CITY OF BURBANK, RECORDED IN BOOK 3207 PAGE 290 OF OFFICIAL RECORDS OF SAID COUNTY, THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE, 168.55 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THE SOUTHEASTERLY 214.36 FEET THEREOF.

PARCEL 4:

THE NORTHWESTERLY 50 FEET OF THE SOUTHEASTERLY 214.36 FEET OF THAT PORTION OF LOT 2, IN BLOCK 63, OF RANCH PROVIDENCIA & SCOTT TRACT, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43 PAGE 47 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 2; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE THEREOF, 25 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE, 266.65 FEET, MORE OR LESS, TO THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN DEED TO ERNEST J. HENTSCHEL AND WIFE, RECORDED IN BOOK 3418 PAGE 316, OFFICIAL RECORDS; THENCE SOUTHWESTERLY AT THE RIGHT ANGLES TO SAID NORTHEASTERLY LINE, 168.61 FEET, MORE OR LESS, TO THE NORTHEASTERLY LINE OF TRACT 9560, AS

PER MAP RECORDED IN BOOK 133 PAGES 43 AND 44 OF MAPS, RECORDS OF SAID COUNTY; THENCE NORTHWESTERLY ALONG SAID LAST MENTIONED NORTHEASTERLY LINE, 116.78 FEET, MORE OR LESS, TO THE MOST NORTHERLY CORNER OF SAID LOT 3 OF SAID TRACT; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF THE LAND DESCRIBED IN DEED TO JOSEPH FRANK SUPPON AND WIFE, RECORDED IN BOOK 6862 PAGE 217, OFFICIAL RECORDS OF SAID COUNTY, 150 FEET TO THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE CITY OF BURBANK, RECORDED IN BOOK 3207 PAGE 290, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE, 168.55 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

THE NORTHERLY 50 FEET OF THE SOUTHERLY 164.36 FEET OF THAT PORTION OF LOT 2 IN BLOCK 63 OF RANCHO PROVIDENCIA AND SCOTT TRACT, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43 PAGE 47 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 2; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE THEREOF, 25 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE, 266.65 FEET, MORE OR LESS, TO THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN DEED RECORDED IN BOOK 3418 PAGE 316, OFFICIAL RECORDS; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO SAID NORTHEASTERLY LINE, 168.61 FEET, MORE OR LESS, TO THE NORTHEASTERLY LINE, OF TRACT NO. 9560 RECORDED IN BOOK 133 PAGES 43 AND 44 OF MAPS, RECORDS OF SAID COUNTY; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 3 OF SAID TRACT; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF THE LAND DESCRIBED IN DEED TO JOSEPH FRANK SUPPON AND WIFE, RECORDED IN BOOK 6862 PAGE 217, OFFICIAL RECORDS OF SAID COUNTY, 150 FEET TO THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE CITY OF BURBANK, RECORDED IN BOOK 3207 PAGE 290, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE 168.55 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE NORTHWESTERLY 5 FEET OF SAID LAND.

PARCEL 6:

THE NORTHERLY 50 FEET OF THE SOUTHERLY 114.36 FEET OF THAT PORTION OF LOT 2 IN BLOCK 63 OF RANCHO PROVIDENCIA AND SCOTT TRACT, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43 PAGE 47 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 2; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE THEREOF 25 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE 266.66 FEET, MORE OR LESS, TO THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN DEED RECORDED IN BOOK 3418 PAGE 316 OFFICIAL RECORDS; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO SAID NORTHEASTERLY LINE 168.61 FEET, MORE OR LESS, TO THE NORTHEASTERLY LINE OF TRACT NO. 9560, RECORDED IN BOOK 133 PAGE 43 AND 44 OF MAPS; THENCE NORTHWESTERLY ALONG SAID LAST MENTIONED NORTHEASTERLY LINE 116.78 FEET, MORE OR LESS, TO THE MOST NORTHERLY CORNER OF SAID LOT 3 OF SAID TRACT; THENCE

NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF LAND DESCRIBED IN DEED TO JOSEPH FRANK SUPPON AND WIFE, RECORDED IN BOOK 6862 PAGE 217 OFFICIAL RECORDS, 150 FEET TO THE SOUTHEASTERLY LINE OF THE AND DESCRIBED IN DEED TO THE CITY OF BURBANK, RECORDED IN BOOK 3207 PAGE 290 OFFICIAL RECORDS; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF 168.55 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 7:

THE SOUTHERLY 64.36 FEET OF THAT PORTION OF LOT(S) 2 IN BLOCK 63 OF RANCHO PROVIDENCIA AND SCOTT TACT, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43 PAGE(S) 47 ET SEQ. OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 2; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE THEREOF 25 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE 266.65 FEET, MORE OR LESS, TO THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN DEED TO ERNEST J. HANTSCHEL AND WIFE, RECORDED IN BOOK 3418 PAGE 316, OF OFFICIAL RECORDS; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO SAID NORTHEASTERLY LINE 168.61 FEET, MORE OR LESS, TO THE NORTHEASTERLY LINE OF TRACT NO. 9560, RECORDED IN BOOK 133 PAGE(S) 43 AND 44 OF MAPS, RECORDS OF SAID COUNTY; THENCE NORTHWESTERLY ALONG SAID LAST MENTIONED NORTHEASTERLY LINE 116.78 FEET, MORE OR LESS, TO THE MOST NORTHERLY CORNER OF SAID LOT 3 OF SAID TRACT; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF THE LAND DESCRIBED IN DEED TO JOSEPH FRANK SUPPON AND WIFE, RECORDED IN BOOK 6862 PAGE 217, OF OFFICIAL RECORDS OF SAID COUNTY, 150 FEET TO THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED IN DEED TO THE CITY OF BURBANK, RECORDED IN BOOK 3207 PAGE 290, OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE 168.55 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION INCLUDED WITHIN THE FOLLOWING DESCRIBED LAND:

THE EASTERLY 168.61 FEET OF THE SOUTHERLY 15 FEET ONLY OF THAT PORTION OF LOT(S) 2 IN BLOCK 63 OF RANCHO PROVIDENCIA AND SCOTT TRACT, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43 PAGE(S) 47 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF ALAMEDA AVENUE, 100 FEET WIDE, WITH THE WESTERLY LINE OF AVON STREET, 30 FEET WIDE; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF AVON STREET, A DISTANCE OF 276.29 FEET TO A POINT; THENCE SOUTH 67° 02' 50" WEST, A DISTANCE OF 168.76 FEET TO THE EASTERLY LINE OF TRACT NO. 9560, RECORDED IN BOOK 133 PAGE 44 OF MAPS, RECORDED OF SAID COUNTY; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID TRACT NO. 9560 AND ITS NORTHERLY PROLONGATION, A DISTANCE OF 266.91 FEET TO THE SOUTHERLY LINE OF SAID ALAMEDA AVENUE; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID ALAMEDA AVENUE, A DISTANCE OF 168.78 FEET TO POINT OF BEGINNING.

PARCEL 8:

PARCEL 8A:

THE EASTERLY 150 FEET OF THE SOUTHERLY 15 FEET OF THAT PORTION OF LOT 2, IN BLOCK 63 OF SUBDIVISION OF RANCHO PROVIDENCIA AND SCOTT TRACT, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGES 47 TO 59 INCLUSIVE OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF ALAMEDA AVENUE (100 FEET WIDE) WITH THE WESTERLY LINE OF AVON STREET (30 FEET WIDE); THENCE SOUTHERLY ALONG THE WESTERLY LINE OF AVON STREET A DISTANCE OF 267.29 FEET TO A POINT; THENCE SOUTH 67° 02' 50" WEST A DISTANCE OF 168.76 FEET TO THE EASTERLY LINE OF TRACT NO. 9560 AS PER MAP RECORDED IN BOOK 133, PAGES 43 AND 44 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID TRACT NO. 9560 AND ITS NORTHERLY PROLONGATION A DISTANCE OF 266.91 FEET TO THE SOUTHERLY LINE OF SAID ALAMEDA AVENUE; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID ALAMEDA AVENUE A DISTANCE OF 168.78 FEET TO THE POINT OF BEGINNING.

PARCEL 8B:

THAT PORTION OF LOT 2, IN BLOCK 63 OF SUBDIVISION OF RANCHO PROVIDENCIA AND SCOTT TRACT, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGES 47 TO 59 INCLUSIVE OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED IN BOOK D986, PAGE 856 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL OF LAND SO CONVEYED, NORTH 68° 08' 03" EAST 18.61 FEET; THENCE SOUTH 21° 51' 57" EAST 15.00 FEET TO THE SOUTHERLY LINE OF THE NORTHERLY 267.29 FEET OF SAID LOT 2; THENCE ALONG SAID SOUTHERLY LINE SOUTH 68° 08' 03" WEST, 7.62 FEET; THENCE SOUTH 75° 47' 26" EAST 51.61 FEET; THENCE SOUTH 80° 08' 13" EAST 37.29 FEET TO THE SOUTHERLY LINE OF THE PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED IN BOOK D1025, PAGE 921 OF SAID OFFICIAL RECORDS; THENCE ALONG SAID LAST MENTIONED SOUTHERLY LINE, SOUTH 68° 08' 03" WEST 4.75 FEET; THENCE WESTERLY IN A DIRECT LINE TO A POINT IN THE WESTERLY LINE OF THE PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED IN BOOK D435, PAGE 510, DISTANT ALONG SAID WESTERLY LINE SOUTH 21° 54' 27" EAST, 15.75 FEET FROM SAID MOST WESTERLY CORNER; THENCE NORTHERLY ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING.

PARCEL 8C:

THAT PORTION OF LOT 2, IN BLOCK 63 OF SUBDIVISION OF RANCHO PROVIDENCIA AND SCOTT TRACT, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN

BOOK 43, PAGES 47 TO 59 INCLUSIVE OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF SAID LOT 2, DISTANT NORTH 23º 05' 30" WEST 182.07 FEET FROM THE NORTHWESTERLY LINE OF OLIVE AVENUE, AS SHOWN ON THE MAP OF SAID TRACT; THENCE AT RIGHT ANGLES THE SAID EASTERLY LINE ALONG THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN DEED RECORDED IN BOOK 3418, PAGE 316, OFFICIAL RECORDS, SOUTH 68º 54' 30" WEST 168.61 FEET TO THE NORTHEASTERLY LINE OF TRACT NO. 9560 AS PER MAP RECORDED IN BOOK 133, PAGES 43 AND 44 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE

ALONG SAID NORTHEASTERLY LINE SOUTH 23º 05' 30" EAST 50 FEET TO A POINT WHICH BEARS NORTH 23º 05' 30" WEST 217.37 FEET FROM THE SAID NORTHWESTERLY LINE OF OLIVE AVENUE; THENCE NORTH 66º 54' 30" EAST 168.61 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 2; THENCE NORTH 23º 05' 30" WEST 49.99 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID LAND LYING SOUTHWESTERLY OF THE NORTHEASTERLY LINE OF THE LAND DESCRIBED IN THAT CERTAIN DEED RECORDED MARCH 11, 1964 AS INSTRUMENT NO. 3501 OF OFFICIAL RECORDS.

PARCEL 9:

LOTS 6 AND 7 OF TRACT 10135, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 141 PAGES 21 AND 22 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 10:

THAT PORTION OF LOT 1 IN BLOCK 63 OF THE SUBDIVISION OF THE RANCHO PROVIDENCIA AND SCOTT TRACT, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGE 47, ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF OLIVE AVENUE, WITH THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF AVON STREET, AS SAID AVENUE AND STREET ARE SHOWN ON MAP OF TRACT NO. 7553, AS PER MAP RECORDED IN BOOK 99, PAGE 16, ET SEQ., OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID PROLONGATION NORTH 22º 56' 55" WEST 150 FEET; THENCE PARALLEL WITH SAID NORTHWESTERLY LINE OF OLIVE AVENUE, NORTH 40°10'35" EAST 128.96 FEET; THENCE PARALLEL WITH THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF LIMA STREET AS SHOWN ON MAP OF TRACT NO. 10135, AS PER MAP RECORDED IN BOOK 141, PAGE(S) 21 AND 22 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY SOUTH 22º 56' 55" EAST 17.58 FEET TO A POINT DISTANT NORTH 22º 56' 55" WEST 132.42 FEET FROM THE SAID NORTHWESTERLY LINE, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE PARALLEL WITH SAID NORTHWESTERLY LINE NORTH 40º 10' 35" EAST 40 FEET; THENCE PARALLEL WITH SAID SOUTHEASTERLY PROLONGATION SOUTH 22º 56' 55" EAST 132.42 FEET TO SAID NORTHWESTERLY LINE; THENCE ALONG THE NORTHWESTERLY LINE SOUTH 40º 10' 35" WEST 40 FEET; THENCE NORTH 22º 56' 55" EAST 132.42 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION OF THE ABOVE DESCRIBED LAND WITHIN THE NORTHWESTERLY 10 FEET OF OLIVE AVENUE, 80 FEET WIDE, AS DESCRIBED IN DEED TO THE CITY OF BURBANK, REGISTERED AS DOCUMENT NO. 190759, ON CERTIFICATE FH-52777, IN THE OFFICE OF THE REGISTRAR OF LAND TITLES.

PARCEL 11:

PARCEL 11A:

THAT PORTION OF LOT 1 IN BLOCK 63 OF THE SUBDIVISION OF THE RANCHO PROVIDENCIA AND SCOTT TRACT, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGE 47 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF OLIVE AVENUE, WITH THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF AVON STREET, AS SAID AVENUE AND STREET ARE SHOWN ON MAP OF TRACT NO. 7553, AS PER MAP RECORDED IN BOOK 99, PAGE 16, ET SEQ., OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID PROLONGATION NORTH 22º 56' 55" WEST 150 FEET; THENCE PARALLEL WITH SAID NORTHWESTERLY LINE OF OLIVE NORTH 40°10'35" EAST 50 FEET; THENCE PARALLEL WITH THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF LIMA STREET AS SHOWN ON MAP OF TRACT NO. 10135, AS PER MAP RECORDED IN BOOK 141, PAGE(S) 21 AND 22 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY SOUTH 22º 56' 55" EAST 17.58 FEET TO A POINT DISTANT NORTH 22º 56' 55" WEST 132.42 FEET FROM THE SAID NORTHWESTERLY LINE, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE PARALLEL WITH SAID NORTHWESTERLY LINE NORTH 40º 10' 35" EAST 78.96 FEET; THENCE PARALLEL WITH SAID SOUTHEASTERLY PROLONGATION 22º 56' 55" EAST 132.42 FEET TO SAID NORTHWESTERLY LINE; THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 40º 10' 35" WEST 78.96 FEET; THENCE NORTH 22º 56' 55" EAST 132.42 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 11B:

THAT PORTION OF LOT 1 IN BLOCK 63 OF THE SUBDIVISION OF THE RANCHO PROVIDENCIA AND SCOTT TRACT, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGE 47 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF AVON STREET, DISTANT NORTH 22º 56' 55" WEST 122.42 FEET FROM THE INTERSECTION OF SAID NORTHEASTERLY LINE WITH THE NORTHWESTERLY LINE OF OLIVE AVENUE,AS SHOWN ON MAP OF TRACT NO. 10135, RECORDED IN BOOK 141, PAGE(S) 21 AND 22 OF MAPS, IN THE OFFICE RECORDER OF SAID COUNTY; THENCE NORTH 22º 56' 55" WEST 27.58 FEET; THENCE PARALLEL WITH SAID NORTHWESTERLY LINE OF OLIVE AVENUE AND ALONG THE SOUTHEASTERLY LINE OF LOT 15 OF SAID TRACT NO. 10135, NORTH 40º 10' 35" EAST 168.96 FEET; THENCE PARALLEL WITH THE SOUTHEASTERLY PROLONGATION OF LIMA STREET AS SHOWN ON SAID MAP OF TRACT NO. 10135, SOUTH 22º 56' 55" EAST 17.58 FEET TO A POINT DISTANT NORTH 22º 56' 55" WEST 132.42 FEET FROM SAID NORTHWESTERLY LINE OF OLIVE AVENUE; THENCE PARALLEL WITH SAID NORTHWESTERLY LINE SOUTH 40º 10' 35" WEST 118.96 FEET; THENCE PARALLEL WITH SAID PROLONGATION OF LIMA STREET, SOUTH 22º 56' 55" EAST 10.00 FEET TO A LINE PARALLEL

WITH SAID NORTHWESTERLY LINE AND PASSES THROUGH THE POINT OF BEGINNING; THENCE SOUTH 40º 10' 35" WEST 50.00 TO THE POINT OF BEGINNING.

SAID LAND WAS WITHDRAWN FROM THE EFFECT AND OPERATION OF THE LAND TITLE LAW BY CERTIFICATE OF CANCELLATION AND WITHDRAWAL RECORDED SEPTEMBER 14, 1954, AS INSTRUMENT NO. 3501, OFFICIAL RECORDS.

PARCEL 12:

THAT PORTION OF LOT 1 IN BLOCK 63 OF THE SUBDIVISION OF THE RANCHO PROVIDENCIA AND SCOTT TRACT, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGE 47 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF AVON STREET WITH THE NORTHWESTERLY LINE OF OLIVE AVENUE; AS SHOWN ON MAP OF TRACT NO. 10135, RECORDED IN BOOK 141, PAGE(S) 21 AND 22 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID NORTHEASTERLY LINE NORTH 22º 56' 55" WEST 122.42 FEET; THENCE PARALLEL WITH SAID NORTHWESTERLY LINE NORTH 40º 10' 35" EAST 50.00 FEET TO A LINE PARALLEL WITH THE PROLONGATION OF LIMA STREET, AS SHOWN ON SAID MAP OF TRACT NO. 10135, WHICH PASSES THROUGH A POINT IN THE SOUTHEASTERLY LINE OF LOT 15 OF SAID TRACT NO. 10135, DISTANCE NORTH 40°10'35" EAST 50.00 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT 15; THENCE PARALLEL WITH SAID LIMA STREET, SOUTH 22º 56' 55" EAST 122.42 FEET TO SAID NORTHWESTERLY LINE OF OLIVE AVENUE; THENCE SOUTH 40º 10' 35" WEST 50.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THE SOUTHEASTERLY 10 FEET THEREOF BEING THAT PORTION WITHIN OLIVE AVENUE, 80 FEET WIDE, DESCRIBED IN DOCUMENT NO. 190759, FILED UNDER CERTIFICATE OF TITLE NO. FH-52777, IN THE OFFICE OF THE REGISTRAR OF TITLES OF SAID COUNTY.

PARCEL 13:

LOT 14 OF TRACT 10135, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 141 PAGES 21 AND 22 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE SOUTHWESTERLY 135 FEET THEREOF MEASURED NORTHEASTERLY AT RIGHT ANGLES FROM THE SOUTHWESTERLY LINE OF SAID LOT 14 OF TRACT 10135.

TOGETHER WITH THE SOUTHEASTERLY 1/2 OF THAT CERTAIN ALLEY, 20 FEET WIDE AS SHOWN ON SAID TRACT NO. 10135, AS PER MAP RECORDED IN BOOK 141 PAGES 21 AND 22 OF MAPS, BOUNDED NORTHEASTERLY BY THE SOUTHWESTERLY LINE OF LIMA STREET, 60 FEET WIDE, AND BOUNDED SOUTHWESTERLY BY THE NORTHEASTERLY LINE OF AVON STREET, 60 FEET WIDE, EXCEPT THEREFROM THE SOUTHWESTERLY 135 FEET THEREOF MEASURED NORTHEASTERLY AT RIGHT ANGLES FROM THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF SAID LOT 14 OF TRACT 10135, SUBJECT TO RESOLUTION NO. 26,839 ADOPTED BY THE CITY COUNCIL OF THE CITY OF BURBANK ON DECEMBER 7, 2004.

PARCEL 14:

THAT PORTION OF LOT 1 IN BLOCK 63 IN THE SUBDIVISION OF THE RANCHO PROVIDENCIA AND SCOTT TRACT, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43 PAGE 47 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF OLIVE AVENUE WITH NORTHERLY PROLONGATION OF THE EASTERLY LINE OF AVON STREET, AS SAID AVENUE AND STREET ARE SHOWN ON MAP OF TRACT NO. 7553; RECORDED IN BOOK 99 PAGE 16 ET SEQ., IN THE OFFICE OF THE SAID RECORDER; THENCE ALONG SAID PROLONGATION NORTH 22° 56' 55" WEST, 150.00 FEET; THENCE PARALLEL WITH SAID NORTHWESTERLY LINE OF OLIVE AVENUE, NORTH 40° 10' 35" EAST 246.99 FEET TO A POINT DISTANT ALONG SAID PARALLEL LINE SOUTH 40° 10' 35" WEST 56.00 FEET FROM THE WESTERLY LINE OF LIMA STREET, AS SHOWN ON MAP OF TRACT NO. 10135 RECORDED IN BOOK 141 PAGE 21 ET SEQ., IN THE OFFICE OF SAID RECORDER, SAID POINT BEING TO THE TRUE POINT OF BEGINNING; THENCE NORTH 40° 10' 35" , EAST, 56.00 FEET TO LAST MENTIONED LINE; PROLONGATION OF LAST MENTIONED WESTERLY LINE, SOUTH 22° 56' 55" EAST, 138.79 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 10.00 FEET NORTHWESTERLY AT RIGHT ANGLES FROM SAID NORTHWESTERLY AT RIGHT ANGLES FROM SAID NORTHWESTERLY LINE OF OLIVE AVENUE, LAST MENTIONED PARALLEL LINE BEING THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN DOCUMENT NO. 190759, FILED UNDER CERTIFICATE OF TITLE NO. FH-52777 ON FILE IN THE OFFICE OF REGISTRAR OF TITLES OF SAID COUNTY; THENCE ALONG LAST MENTIONED PARALLEL LINE SOUTH 40° 10' 35" WEST, 56.00 FEET TO A LINE THAT IS PARALLEL WITH SAID SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF LIMA STREET AND PASSES THROUGH TO THE TRUE POINT OF BEGINNING, THENCE NORTH 22° 56' 55" WEST 138.79 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 15:

LOTS 1, 2, 3 AND 4 AND 5 OF TRACT 10135, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 141 PAGES 21 AND 22 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 16:

SOUTHWESTERLY 100 FEET OF LOT(S) 14, OF TRACT NO. 10135, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 141 PAGE(S) 21 AND 22 OF MAPS, SAID SOUTHWESTERLY 100 FEET BEING MEASURED NORTHEASTERLY AT RIGHT ANGLES FROM THE SOUTHWESTERLY LINE OF SAID LOT.

PARCEL 17:

THE NORTHEASTERLY 35 FEET OF THE SOUTHWESTERLY 135 FEET OF LOT(S) 14, OF TRACT NO. 10135, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 141 PAGE(S) 21 AND 22 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SAID NORTHEASTERLY 35 FEET AND SAID SOUTHWESTERLY 135 FEET BEING MEASURED AT RIGHT ANGLES FROM THE SOUTHWESTERLY LINE OF SAID LOT 14.

PARCEL 18:

THAT PORTION OF LOT(S) 15, OF TRACT NO. 10135, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 141 PAGE(S) 21 AND 22 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT, SOUTH 22° 56' 55" EAST 40.00 FEET; THENCE PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT, NORTH 66° 59' 35" EAST 110.00 FEET; THENCE NORTH 9° 02' 21" EAST 47.19 FEET TO THE INTERSECTION OF SAID NORTHWESTERLY LINE, WITH A LINE THAT IS PARALLEL WITH AND DISTANT 135 FEET NORTHEASTERLY AT RIGHT ANGLES FROM THE SOUTHWESTERLY LINE OF LOT 14 OF SAID TRACT; THENCE SOUTH 65° 59' 35" WEST 135.08 FEET TO THE POINT OF BEGINNING.

PARCEL 19:

THAT PORTION OF LOT(S) 15, OF TRACT NO. 10135, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 141 PAGE(S) 21 AND 22 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT DISTANT SOUTH 22° 56' 55" EAST 40.00 FEET FROM THE MOST WESTERLY CORNER OF SAID LOT 15; THENCE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT NORTH 66° 59' 35" EAST 110.00 FEET; THENCE NORTH 9° 02' 21" EAST 47.19 FEET TO THE INTERSECTION OF SAID NORTHWESTERLY LINE WITH A LINE THAT IS PARALLEL WITH AND DISTANT 135.00 FEET NORTHEASTERLY AT RIGHT ANGLES, FROM THE SOUTHWESTERLY LINE OF LOT 14 OF SAID TRACT NO. 10135; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 66° 59' 35" EAST 70.33 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 15; THENCE SOUTH 40° 10' 35" WEST 230.20 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 15; THENCE NORTH 22° 56' 55" WEST 63.85 FEET TO THE POINT OF BEGINNING.

PARCEL 20:

THOSE PORTIONS OF LOT 2 IN BLOCK 63 OF RANCHO PROVIDENCIA AND SCOTT TRACT, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGE 47 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, RECORDED IN BOOK 9585, PAGE 284, BOOK 37255, PAGE 282 AND BOOK 37518, PAGE 32, ALL OF OFFICIAL RECORDS. EXCEPT THAT PORTION OF LOT 2 DESCRIBED IN SAID BOOK 9585, PAGE 284, LYING SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN DEED RECORDED IN BOOK 51905, PAGE 36 OF OFFICIAL RECORDS.

PARCEL 21:

THAT PORTION OF LOT 1 IN BLOCK 63 OF RANCHO PROVIDENCIA AND SCOTT TRACT, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGE 47 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, RECORDED IN BOOK 5200, PAGE 120 OF OFFICIAL RECORDS OF SAID COUNTY.

TOGETHER WITH THE STREET DEDICATION OF AVON STREET MADE PER TRACT 10135 RECORDED IN MB. 141 PAGES 21 & 22, OFFICIAL RECORDS OF SAID COUNTY

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE LAND DESCRIBED IN DEED RECORDED IN BOOK 3027, PAGE 290 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM ANY PORTION LYING SOUTHERLY OF THE NORTHERLY LINE OF OLIVE AVENUE BEING 100 FEET IN WIDTH.

PARCEL 22:

THAT PORTION OF ALLEY, 20 FEET WIDE, AS SHOWN AND DEDICATED ON MAP OF TRACT NO. 10135 IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 141, PAGES 21 AND 22 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED NORTHERLY BY THE SOUTHERLY LINES OF LOTS 1 THROUGH 10 OF SAID TRACT, BOUNDED SOUTHERLY BY THE NORTHERLY LINE OF LOT 14 OF SAID TRACT, BOUNDED WESTERLY BY THE EASTERLY LINE OF AVON STREET, 30 FEET WIDE, AS SHOWN ON SAID TRACT, AND BOUNDED EASTERLY BY THE WESTERLY LINE OF LIMA STREET, 60 FEET WIDE, AS SHOWN ON SAID TRACT.

PARCEL 23:

THOSE PORTIONS OF LOTS 3, 4 AND 5 OF TRACT NO. 9560, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 133, PAGES 43 AND 44 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF LOT 2 IN BLOCK 63 OF RANCHO PROVIDENCIA AND SCOTT TRACT, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGE 47 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED IN DEED RECORDED FEBRUARY 23, 2007 AS INSTRUMENT NO. 2007-0397465 OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL 24:

THAT PORTION OF LOT 2 IN BLOCK 63 OF RANCHO PROVIDENCIA AND SCOTT TRACT, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGE 47 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS PARCEL 10, IN DEED RECORDED NOVEMBER 18, 1964, AS DOCUMENT NO. 5197, OF OFFICIAL RECORDS.

EXCEPT THAT PORTION LYING WITHIN THE LAND DESCRIBED AS PARCEL C-1 IN DEED RECORDED JUNE 27, 2003 AS INSTRUMENT NO. 03-1857982 AND DESCRIBED AS PARCEL 1 (78777-1 AND 78777-2) IN DEED RECORDED FEBRUARY 08, 2013, AS INSTRUMENT NO. 2013- 0209398, BOTH OF OFFICIAL RECORDS.

PARCEL 25:

THE NORTHEASTERLY 30 FEET OF THAT PORTION OF LOT 2 IN BLOCK 63 OF RANCHO PROVIDENCIA AND SCOTT TRACT, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGE 47 ET SEQ. OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED IN DEED RECORDED IN BOOK 51905, PAGE 36 OF OFFICIAL RECORDS.

APN:

2483-023-430 (Affects: Parcel 1)

2483-023-424 (Affects: Parcel 2) (2A & 2B) 2483-024-401 (Affects: Parcel 3)

2483-024-402 (Affects: Parcel 4)

2483-024-403 (Affects: Parcel 5)

2483-024-404 (Affects: Parcel 6)

2483-024-405 (Affects: Parcel 7)

2483-024-406 (Affects: Parcel 8)

2483-023-429 (Affects: Parcel 9)

2483-023-425 (Affects: Parcel 10 and Parcel 11A of Parcel 11) 2483-023-426 (Affects: Portion of Parcel 11B of Parcel 11)

2483-023-427 (Affects: Parcel 12 and Portion of Parcel 11B of Parcel 11)

2483-023-450 (Affects: Parcel 14)

2483-023-451 (Affects: Parcel 13)

2483-023-428 (Affects: Parcel 15)

2483-023-434 (Affects: Parcels 16, 17 and 18)

2483-023-435 (Affects: Parcel 19)

2483-024-907 (Affects: Parcel 25)

2483-024-911 (Affects: Parcel 25)

EXHIBIT B
PROJECT DESCRIPTION

PROJECT NO. 13-0003357
3401 West Olive Avenue
Applicant, BMV Investment Co., LLC

PLANNED DEVELOPMENT AND DEVELOPMENT AGREEMENT, DEVELOPMENT REVIEW, VESTING TENTATIVE PARCEL MAP, AND FINDING OF PUBLIC CONVENIENCE OR NECESSITY FOR THE TALARIA AT BURBANK MIXED-USE PROJECT (241 RESIDENTIAL UNITS AND 42,950 SQUARE FOOT SUPERMARKET WITH 760 PARKING SPACES), CERTIFICATION OF AN ENVIRONMENTAL IMPACT REPORT AND ADOPTION OF A MITIGATION, MONITORING AND REPORTING PROGRAM. THE PROJECT WOULD ALSO INVOLVE THE VACTION OF NORTH AVON STREET BETWEEN ALAMEDA AVENUE AND OLIVE AVENUE, ALLEYS, AND A PUBLIC SERVICE EASEMENT.

EXHIBIT C
CONDITIONS OF APPROVAL

Project No. 13-0003357, Planned Development, Development Agreement, Development Review, and Vesting Parcel Map

(3401 West Olive Avenue – BMV Investment Co., LLC, Applicant)

COMMUNITY DEVELOPMENT DEPARTMENT

PLANNING

1. Project No. 13-0003357 Planned Development, Development Agreement, Development Review and a Vesting Parcel Map allows for the construction of a mixed-use project comprised of 241 residential rental units, a 42,950 square foot supermarket (as defined in Condition of Approval No. 4) with on and off sale alcohol, and 760 parking spaces.
2. Development of the subject property and operations on the site shall remain in substantial conformance with the request and with the application forms and plans submitted by the Developer, approved and/or modified by the Planning Board, and places on file in the office of the Planning & Transportation Division, except as modified by the conditions herein, or by subsequent modifications determined by the Community Development Director to be in substantial compliance with these conditions of approval.
3. Project No. 13-0003357 Planned Development, Development Agreement, Development Review and a Vesting Parcel Map may be modified or revoked by the City should it be determined that the proposed use as permitted by this approval or conditions under which they were permitted are detrimental to the public health, welfare, or materially injurious to property or improvements in the vicinity or if the use is maintained so as to constitute a public nuisance.
4. Prior to Certificate of Occupancy, the Developer shall demonstrate to the satisfaction of the Community Development Director that the tenant occupying the commercial portion of the project is a high quality supermarket that specializes the sale of natural, organic, restricted-diet, or similar specialty food and/or grocery items, and that provides on-site amenities that may include, but is not limited to: prepared foods, hot buffets, cold buffets, full and/or limited-service restaurants, coffee bar, health and/or beauty bar, floral arrangements, specialty food bars, etc. In the event the tenant occupying the commercial spaces changes, the developer shall demonstrate that the new tenant meets this condition to the satisfaction of the Community Development Director, subject to appeal as identified in Section 5.01(a) of the Development Agreement.
5. To support the project's classification as an Exceptional Project, the developer shall provide a shower in the commercial portion of the project site for employee use to encourage biking and/or walking to work.
6. The developer shall make no less than nine (9) amenities available to all tenants of the residential units:

a. Business Center. Business center shall include both MAC and PC computers, high speed internet access, complimentary print/scan/copy services, and a fax station or similar services.
b. Personal Services (Hair Salon, Massage, or similar services).
c. Laundry and Dry Cleaning Service (pick up and drop off).
d. Concierge Service (porters, in home dining service, and information center).
e. On-Site Automatic Teller Machine (ATM).
f. Screening and Media Room.
g. Fitness Club. Fitness club shall include fitness equipment, personal lockers, restrooms with shower facilities, televisions, water fountains, and water bottle fill stations, and/or other items generally found in similar facilities.
h. Private Lounge / Multi-Purpose. Lounge shall include coffee area, seating areas, billiard tables, televisions, USB docking stations, WIFI, and/or other items generally found in similar facilities.
i. Outdoor Kitchen and Dining Area. Outdoor kitchen and dining area shall include access to barbeque facilities for cooking, sinks, countertops for food preparation, and seating areas.
j. Lap and Recreational Pool.
k. ONE Burbank. Individual residential units and all common areas shall be provided with access to the ONE Burbank fiber optic system (or other high-speed access service) so long as such service is competitive with commercial rates.
l. Bicycle Storage and Repair Facility.
m. Wine storage facility.
n. Other amenities appropriate for residential uses as time and technology evolve.

7. The developer shall provide 760 parking spaces.
   a. The developer shall provide 461 residential parking spaces. This may be accomplished by providing a combination of full size, compact direct, and compact tandem spaces. No more than sixteen (16) percent of the parking spaces may be compact. Tandem spaces must be assigned to the same dwelling unit.
   b. The developer shall provide 37 residential guest parking spaces. This may be accomplished by providing a combination of full size and compact spaces. No more than ten (10) percent of the parking spaces may be compact.
   c. The developer shall provide 262 commercial parking spaces. No more than ten (10) percent of the parking spaces may be compact. Tandem spaces are prohibited in the commercial portion of the project.
   d. Parking shall be provided as indicated on the application forms and plans, approved, and/or modified by the City Council.
8. The developer may restrict access to residential guest parking by way of a security gate between the hours of 10 p.m. and 7 a.m. if an intercom system is provided. Developer shall provide adequate stacking to prevent vehicles from encroaching onto Olive Avenue.

9. To support the project's classification as an Exceptional Project, the developer shall install eight (8) electric vehicle charging stations. Four stations shall be located in parking stalls intended exclusively for residential use. Four stations shall be located in parking stalls intended exclusively for commercial use. Placement of the electric vehicle charging stations shall be indicated on plans submitted for Plan Check Review.
10. To support the project's classification as an Exceptional Project, the developer shall provide evidence of Leadership in Energy and Environmental Design (LEED) certification within one (1) year of certificate of occupancy.
11. To support the project's classification as an Exceptional Project, the developer shall install ENERGY STAR appliances or other energy-efficient appliance models in the residential units. Installation of ENERGY STAR appliances shall be demonstrated to the satisfaction of the Community Development Director prior to issuance of certificate of occupancy.
12. To support the project's classification as an Exceptional Project, the developer shall demonstrate that five (5) percent of the energy need for the (a) common areas, corridors, and lobbies (as indicated on the plans), and (b) parking areas, is met from on-site renewable sources (solar photovoltaic systems or other means). The developer shall indicate on the plans where the solar PV systems will be installed at the time of Plan Check Review, and be subject to the approval of the Community Development Director.
13. To support the project's classification as an Exceptional Project, the developer shall require pre-wiring and pre-plumbing for solar photovoltaic and solar hot water systems. Compliance with this condition shall be indicated on the plans submitted at the time of Plan Check Review.
14. To the extent the project maintains a Type 21 or Type 47 California Department of Alcoholic Beverage Control (ABC) License, all ABC rules and regulations shall be proactively enforced and complied with. The Developer shall submit to the Community Development Director a copy of the ABC license, including any and all conditions imposed, within 60 days of issuance of the license.
15. Other than permanent signs, advertising shall cover no more than 25 percent of the windows of the supermarket facing the public street, or otherwise placed on the interior or exterior of the business with the intent of being visible from a public street, and may not advertise the sale of alcoholic beverages for off-site consumption. Any additional advertising must be approved by the Community Development Director as part of the Developer's comprehensive sign plan.
16. A comprehensive sign program shall be submitted to the Community Development Department at the time of Plan Check Review. The comprehensive sign program must comply with the Burbank Municipal Code in terms of sign area, location, and materials. The plan shall indicate maximum allowable signage permitted per street frontage, signage type and location proposed, and identify any special characteristics associated with the proposed signage. The comprehensive sign program is subject to approval by the Community Development Director.

17. The Developer shall provide a sign plan for the residential and commercial portions of the parking garage. The plan shall indicate all wayfinding signage, including colors of paint used to indicate presence of parking stalls and elevator vestibules.
18. Revisions to the comprehensive sign program may be approved by the Community Development Director with a standard sign permit if the intent of the original approval is not affected. Revisions that would substantially deviate from the original approval shall require the approval of a new comprehensive sign program.
19. The Developer shall provide an outdoor dining plan for the commercial portion of the project site at the time of Plan Check review identifying location of seating, shading for customers, and incorporate high quality finishes and design amenities to the benefit of customers and the public, to the satisfaction of the Community Development Director.
20. The Developer shall comply with the City's Art in Public Places requirement to the satisfaction of the Parks, Recreation, and Community Services Department.
21. The Developer shall submit a lighting plan at the time of Plan Check that indicates any landscaping and/or perimeter lighting, lighting on the north facing terrace on the residential podium level, or rooftop lighting to ensure there is no spillover effect onto adjacent streets or residential properties.
22. Any building mounted, or pole type light directed onto the project site shall be shielded so as not to shine on residential properties to the north of the project site.
23. The Developer shall locate all equipment cabinets, backflow prevention devices so as not to be visible from Olive Avenue or Alameda Avenue. All equipment shall be screened with landscaping. The Developer shall work with the Fire Department and Community Development Department to ensure appropriate placement and screening.

TRANSPORTATION

24. To support the project's classification as an Exceptional Project, the Developer shall contribute actual costs up to $75,000 towards the restriping of Alameda Avenue between Lima Street and Hollywood Way, including minor signal work and curb modifications to support the restriping, to provide an additional westbound lane to the satisfaction of the Community Development Director and Public Works Director – for the purposes of improving the operational efficiency of the intersection of Hollywood Way and Alameda Avenue in support of Mitigation Measure TRA-2.
25. To support the project's classification as an Exceptional Project, the Developer shall contribute $250,000 towards improvements identified in the Alameda North Neighborhood Protection Plan, or as amended by the City Council.
26. To support the project's classification as an Exceptional Project, the following additional pedestrian amenities shall be provided, to the satisfaction of the Community Development Director and Public Works Director:
    a. The 15-foot standard sidewalk width identified in the General Plan shall be provided on all sidewalks bordering the project site, except that a 12-foot sidewalk shall be

provided on Lima Street between Alameda Avenue and Olive Avenue, and Alameda Avenue between Avon Street and the westbound SR-134 ramps. For Olive Avenue, this sidewalk width may be achieved by narrowing the street width on the north side between Lima Street and the edge of the project site.

b. All public sidewalks bordering the project shall be lit with pedestrian-level lighting, subject to the standards of Burbank Water and Power.

c. All driveway curb cuts shall be "Type 4" as identified in the City of Burbank Commercial Driveway standard plans, with a minimum dimension "S" of 8 feet.

d. Enhanced pedestrian treatments shall be provided at the intersection of Lima St. / Olive Ave. including an intersection curb extension on the northwest corner and high-visibility crosswalks on all legs of the intersection.

e. Enhanced pedestrian treatments shall be provided at the intersection of Lima St. / Alameda Ave. including intersection curb extension on the northwest and southeast corners and high-visibility crosswalks on all legs of the intersection.

f. Enhanced pedestrian treatments shall be provided at the intersection of Westbound 134 ramps / Alameda Ave including an intersection curb extension on the southeast corner and high-visibility crosswalks on all legs of the intersection. This improvement will be subject to approval by the California Department of Transportation.

g. Enhanced pedestrian treatments shall be provided at the intersection of California Street / Olive Ave. including an intersection curb extension on the northwest corner and high-visibility crosswalks on all existing crosswalks.

27. To support the project's classification as an Exceptional Project, the Developer shall provide enhanced bus stop amenities for a relocated westbound bus stop at Lima Street and Olive Avenue to the satisfaction of the Community Development Director, including the following:

    a. Landscaping, hardscape, or other aesthetic enhancements located adjacent to the public bus stop that integrates with the architecture of the project and surrounding developments

    b. Pedestrian-level lighting

28. Developer shall make provision for the following applicable transportation demand management and trip reduction measures outlined in the citywide Transportation Demand Management (TDM) ordinance to the satisfaction of the Community Development Director. To support the project's classification as an Exceptional Project, Developer shall be required to implement the following measures in the City's TDM ordinance required of developments at the 100,000 square foot size:

    a. a bulletin board, display case, or kiosk displaying transportation information located where the greatest number of employees are likely to see it. Information in the area shall include but is not limited to the following:

        i. Current maps, routes and schedules for public transit routes serving the site.

ii. Telephone numbers for referrals on transportation information including numbers for the regional ridesharing agency and local transit operators.

iii. Ridesharing promotional material supplied by commuter-oriented organizations.

iv. Bicycle route and facility information, including regional/local bicycle maps and bicycle safety information.

v. A listing of facilities available for carpoolers, vanpoolers, bicyclists, transit riders and pedestrians at the site.

b. Carpool and vanpool preferential parking spaces shall be provided as follows:

i. Supermarket tenant shall provide no less than two (2) parking spaces (but up to five (5) parking spaces) for the supermarket portion of the project. Parking spaces shall be located as close as is practical to the employee entrance(s) and shall be reserved for use by potential employee carpool/vanpool vehicles, without displacing handicapped and customer parking needs. This preferential carpool/vanpool parking area shall be identified to the satisfaction of the Community Development Director. A statement that preferential carpool/vanpool spaces for employees are available and a description of the method for obtaining such spaces must be included on the required transportation information board in (a). Spaces will be signed/striped as demand warrants

c. Bicycle racks or other secure bicycle parking, above the level identified in the TDM ordinance, shall be provided as follows:

i. A minimum number of bicycle parking spaces shall be no less than five percent of the total number of required off-street vehicle parking spaces, subject to normal rounding where a fraction of 0.5 or greater counts as one additional space.

ii. For the bicycle parking equivalent to five percent of the vehicle parking for the commercial portion of the project, 25 percent of this bicycle parking shall be devoted to long-term bicycle parking, and 75 percent shall be devoted to short term bicycle parking.

iii. For the bicycle parking equivalent to five percent of the vehicle parking for the residential portion of the project, 75 percent of this bicycle parking shall be devoted to long-term bicycle parking, and 25 percent shall be devoted to short term bicycle parking.

iv. Long term bicycle parking means bicycle parking which accommodates residents, employees, students, and others expected to park more than two hours. This parking shall be provided in a secure, weather-protected location.

v. Short term bicycle parking means bicycle parking which accommodates visitors, customers, messengers, and others expected generally to depart

within two hours. Racks are relatively low-cost devices that typically hold between two to eight bicycles. The racks are secured to the ground and are generally located in highly visible areas.

vi. The design and location of bicycle parking shall be approved by the Community Development Director.

d. Convenient access for pedestrian, transit, and bicycle users to the project site shall be provided as follows:

i. Sidewalks or other designated pathways following direct and safe routes from the external pedestrian circulation system to each building in the development.

ii. Developer will work with the City and Metro to relocate the near-side bus stop located on the northeast corner of Olive Avenue and Lima Street to the far-side, northwest corner of Olive Avenue and Lima Street, to improve transit access to the project site. Stop shall be improved as described in Condition 34.

iii. Safe and convenient access from the external circulation system to bicycle parking facilities onsite shall be provided and signage from city streets shall be installed to direct bicycle users to bicycle parking facilities.

e. To support the project's classification as an Exceptional Project, the amenities identified in this Condition, with the exception of (b) above, shall be made available to the residential users of the project.

29. Developer and supermarket tenant shall be members of the Burbank Transportation Management Organization and shall comply with the applicable requirements of Section 10-1-2133 of the Burbank Municipal Code, and shall participate in all TDM strategies and programs of the TMO. This includes, but is not limited to:

a. Committing to reduce peak hour commute trips by 38 percent

b. Participating in the annual travel mode survey. All members are required to report trip reductions to the TMO annually via a travel mode survey, which is completed by each employee for a one week period.

c. Maintaining an on-site trained transportation coordinator who is responsible for implementation of all trip reduction efforts.

d. To support the project's classification as an Exceptional Project, the amenities, programs, and requirements identified in this Condition shall be made available to the residential users of the project, including participation in the annual travel mode survey.

e. To support the project's classification as an Exceptional Project, Developer, upon request, will provide up to 75 percent of the cost of a monthly Metro transit bus pass to one occupant of any residential unit (up to a limit of 48 units). Developer may

require evidence of use by the recipient of the transit pass as a condition of receiving the subsidy.

f. To support the project's classification as an Exceptional Project, the commercial/retail tenant, upon request, will provide up to 75 percent of the cost of a monthly metro transit bus pass to any employee of the commercial/retail tenant. Commercial/retail tenant may require evidence of use by the recipient of the transit pass as a condition of receiving the subsidy.

BUILDING DIVISION

30. All projects shall comply with the applicable sections of the edition of California Code of Regulations, Title 24, Parts 1, 2, 2.5, 3, 4, 5, 6, 9, 11, and 12 in effect when plans are submitted to Plan Check Review.
31. The outdoor fireplace shall comply with the Southern California Air Quality Management District's Rule 445 specifying the type of fireplace that can be installed in new developments.
32. Development Impact Fees are assessed for the creation of new commercial square footage and new dwelling units, excluding the parking structure. Credit toward the fee may be obtained for demolished square footage and units. Churches do not pay Development Impact Fees, and no credit can be given for the demolished church structure. A fee estimate, including permit fees, can be confirmed by the Building Division after plans are submitted to Plan Check Review.
33. The project must comply with construction and post-construction requirements and best management practices of the National Pollutant Discharge Elimination System Permit issued by the Los Angeles Regional Water Quality Control Board, and local requirements as stated in Article 9, Chapter 1 of Burbank Municipal Code Title 9.
34. The Developer shall consult with the California Department of Transportation regarding shoring adjacent to the 134 Freeway.
35. A setback survey stamped by a licensed surveyor will be required to verify the location of the new parking structure, foundations and building in relation to the property lines prior to the first inspection.
36. A Waste Management plan shall be submitted with construction documents. To support the project's classification as an Exceptional Project, the plan should indicate how a minimum of 70% percent of construction debris is being recycled or diverted from the landfill. A non-refundable administrative fee and refundable deposit will be collected prior to permit issuance. The deposit can be refunded upon proof of recycling submitted to the Building Division within 60 days of permit final.
37. The California Division of Mines and Geology *Active Fault Near-Source Zones Map* for Burbank indicates the city is within 2km – 5km of the Verdugo and Hollywood Faults. Structural design of construction projects must address the impact of the Near-Fault Zones. A Soils report will be required.

38. Screening shall be provided for all equipment located in all yards. Items to be screened shall include the electrical panels, A/C compressor units, gas meters, transformers, generators, antennas, or other type of mechanical equipment visible from the public right-of-way. All screening will be subject to approval by the Community Development Department and Burbank Water and Power.
39. The property and business owners shall obtain and maintain applicable City of Burbank business permits and licenses.
40. All efforts shall be made to control the smell of food wastes that have been discarded. This shall be done by keeping the trash bin lids closed at all times and requiring all food waste to be disposed of in a contained bag.
41. Approved hours of construction are Monday through Friday 7:00 am to 7:00 pm and Saturday 8:00 am to 5:00 pm. No construction is permitted by contractors or subcontractors after hours, on Sundays or City holidays without prior written request and approval from the Community Development Department.

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

42. Plans shall include topographic site information, including elevations, right-of-way/property lines, dimensions/locations of existing/proposed public improvements adjacent to the Project (i.e. street, sidewalk, parkway and driveway widths, catch basins, pedestrian ramps).
43. Show width and location of all existing easements on plans.
44. Show dimensions and location of all proposed property dedications on plans.
45. Show existing and proposed underground utility connections on plans.
46. Developer shall protect in place all survey monuments (City, County, State, Federal and Private). Any monument that requires removal shall be re-established as approved by the Public Works Director (State of California, Business and Professions Code, Section 8771).
47. No building appurtenances for utility or fire service connections shall encroach or project into public right-of-way. Locations of these appurtenances shall be shown on the building site plan (BMC 7-3-701.1). Should any structures such as awnings, canopies, columns, or pilasters hang over the public right-of-way, an encroachment permit may be required.
48. Developer shall vacate and relocate easements that have proposed structures constructed within them. No structure is permitted in any public right-of-way or any public utility easement/pole line easements (BMC 7-3-701.1, BMC 9-1-1-3203).
49. Any work within the public right-of-way must be permitted and approved by the Public Works Department before construction can commence. All construction work in the public right-of-way must comply with Burbank Standard Plans and must be constructed to the satisfaction of the City Engineer. A Public Works Excavation Permit is required. The

excavation permit requires a deposit acceptable to the Public Works Director to guarantee timely construction of all off-site improvements.

50. Dedications should provide for all ADA requirements required to construct sidewalks, curbs, gutters, and driveways for the project.
51. Developer shall apply for vacation of Avon Street and all three (3) alleys within project site to accommodate project. There are existing sewer and water mains along Avon Street; also, there are existing power poles within alleys. Provide proper documentation that all departments/utilities have agreed to vacate Avon Street and alley prior to submittal to City Engineer for signature.
52. Developer shall vacate streets and utilities and/or relocate utilities and all easements within the proposed vacated streets/alleys. Contact the Real Estate Division of the Community Development Department at (818) 238-5180 for information to accomplish this dedication and/or vacation.
53. Developer shall construct ADA compliant ramps at the following locations: intersection of Olive Avenue and Lima Street, intersection of Alameda Avenue and Lima Street, and intersection of Alameda Avenue and westbound SR-134 ramps. Provide a detailed exhibit to scale showing the right of way and new ADA compliant handicap ramp. Dedication may be required based on information provided.
54. Developer shall submit hydrology/hydraulic calculations and site drainage plans. On-site drainage shall not flow across the public parkway (sidewalk). It should be conveyed by underwalk drains to the gutter through the curb face (BMC 7-1-117, 7-3-102).
55. An address form must be processed (BMC 7-3-907).
56. Developer shall remove and reconstruct sidewalk fronting the property along Olive Avenue, Alameda Avenue, and Lima Street per City of Burbank Standards.
57. Developer shall remove and reconstruct all broken curb and gutter along the perimeter of the project should be removed and reconstructed per City of Burbank standards.
58. Developer shall remove and reconstruct all existing driveways to be abandoned along Lima Street, Olive Avenue, and Alameda Avenue with curb, gutter, and sidewalk (BMC 7-3-504)
59. Developer shall construct proposed driveway along Alameda Avenue to align with Avon Street on the north side of Alameda Avenue.
60. Developer shall construct proposed driveways along Olive Avenue, Lima Street, and Alameda Avenue per City of Burbank Standards.
61. Developer shall remove and reconstruct Lima Street between Olive Avenue and Alameda Avenue per City of Burbank standards.
62. Developer shall construct gutter on both sides of Lima Street between Olive Avenue and Alameda Avenue per City of Burbank Standards; Developer must re-stripe the reconstructed area and re-establish any traffic loops.
63. Protect in place or re-establish centerline ties at the intersections of Olive Avenue and Lima Street, Alameda Avenue and Lima Street, and Alameda Avenue and Avon Street per

City of Burbank Standards. Any monument that requires removal shall be re-established by a licensed land surveyor or a qualified registered professional engineer as approved by the Public Works Director [State of California, Business and Professions Code, Section 8771].

64. Building Access doors, loading docks doors, and access gates may not swing open into the public right-of-way.
65. Any portion of the public sidewalk, curb, or gutter that is broken, uneven, or uplifted at the end of the project must be reconstructed to the satisfaction of the City Engineer. That reconstruction will be required whether the damage is pre-existing or is a result of the project. Contac the Public Works Inspection Office at (818) 238-3955 to have these areas inspected and identified after obtaining a Public Works Excavation Permit (BMC7-3-501).
66. Two (2) inch grind and overlay with rubber asphalt (ARHM) to the centerline of the street fronting the property along Olive Avenue and Alameda Avenue. Restore all impacted striping, traffic loops, etc.
67. Any additional utility cuts or impacts to streets not shown on provided plans will require restoration per City of Burbank requirements.

WATER RECLAMATIONAND SEWER

68. An Industrial Waste Discharge Permit may be required (BMC 8-1-503 and BMC 8-1-502).
69. If the Building Permit is pulled under the current rate structure, the proposed development is subject to a Sewer Facilities Charge estimated at $225,517.84, subject to any credits due for demolished improvements.
70. Every building or structure in which plumbing fixtures are installed which conveys sewage must be connected to the municipal wastewater systems (BMC 8-1-504).
71. No person shall connect to or tap an existing public sewer without obtaining a permit (BMC 8-1-301).
72. Each lot must have its own connection to the mainline sewer.
73. A maintenance hole must be installed at the sewer main connection on all laterals greater than 6" in diameter per City of Burbank Standard Drawing BSS-201-0.
74. Any existing private sewer lateral connection to the sewer main line must be capped before a building demolition occurs.
75. Food Service Establishments are required to install, operate, and maintain an approved type and adequately sized, remotely located, and readily accessible grease interceptor. This project, due to the inclusion of a restaurant, will require a grease interceptor to trap, separate and hold grease from waste water and prevent it from being discharged into the public sewer.
76. A backwater valve is required on the building sewer unless it can be shown that all fixtures contained therein have flood level rim elevations above the elevation of the next upstream

maintenance hole cover of the public sewer serving the property, or a conditional waiver is granted by the Public Works Director (BMC 8-1-313).

77. Developer shall submit a sewer capacity analysis demonstrating that sufficient capacity exists in the sewer system to handle the development. The capacity analysis should analyze sewer systems impacts by computer modeling. If sufficient capacity does not exist, the Public Works Director may require to restrict discharge until sufficient capacity is available or to construct a public sewer to provide sufficient capacity. The City may refuse service to persons locating facilities in areas where their proposed quantity or quality of sewage is unacceptable (BMC 8-1-304).
78. A sewer study analyzing how the project will impact wastewater flows, and assess the existing sewer lines' ability to accommodate the project in a peak wet weather scenario must be provided prior to any sewer mainline connections.
79. The project is subject to the General Permit for Storm Water Discharges Associated with Construction Activity Permit Order 2009-0009-DWQ (2009 General Construction Permit) See: www.waterboards.ca.gov/water issues/programs/stormwater/constpermits.shtml.
80. The Los Angeles Regional Water Quality Control Board NPDES MS4 permit for the Los Angeles Basin requires all new development and redevelopment project to lessen the water quality impacts of development by using smart growth practices, minimize the adverse impacts from storm water runoff, and minimize the percentage of impervious surfaces on land developments. Although the City has not yet implemented these requirements into its local ordinance and plan check requirements, the provisions take effect within the calendar year 2013. Permit information can be found at this address: www.waterboards.ca.gov/water issues/programs/stormwater/municipal/la ms4/2012/
81. A pool discharge permit is required each time the pool is emptied. Please note that salt water pools are prohibited from discharging into the storm drain system per the new NPDES MS4 permit, and the City prohibits industrial and commercial properties to discharge salt water into the City's sewer collection system.

TRAFFIC ENGINEERING

82. Developer shall paint striping to guide commercial vehicle drivers to line up with west loading dock.
83. Developer shall install an additional R28A "NO PARKING ANY TIME" sign on the west side of Lima Street: location to the Public Works Director's satisfaction (BMC 6-1-401 & 503).
84. Developer shall install R3-2 "NO LEFT TURN" signs, and right turn only pavement arrows at the exist of the two driveways of Alameda Avenue, and the one driveway on Olive Avenue (BMC 31-1301)
85. No visual obstruction over 3' high and under 10' high shall be erected or maintained with the 5' by 5' corner cut-off at intersection of street and driveway (BMC 10-1-1301).

86. All exterior lighting shall be directed away from the view of drivers on public streets (BMC 10-1-1420)
87. Ramps to parking structure shall conform to Burbank Standard Plan BT-406. Show cross section details with all dimensions, elevations, and transitions. If ramp is in excess of 10% slope, transitions should be installed at top and bottom. Ramp shall not exceed 20% slope.
88. Existing traffic / parking signs in public right-of-way shall be covered, relocated, or removed, only with the approval of the Public Works Director. Signs shall be reinstalled to the satisfaction of the Public Works Director. (BMC 29-401).
89. The Public Works Director reserves the right to restrict parking for visibility or maneuverability on all street curbs bordering this project (BMC 6-1-401).
90. Project's commercial driveway shall be constructed so that all delivery trucks can turn left from eastbound Olive Avenue without encroaching into through lanes or parking lanes.
91. Show existing and proposed driveways with dimensions. Show trees, power poles, guy wire, traffic signals, manholes, water meters, street lights, and catch basins. Show existing parkway widths, and proposed street improvements.
92. Project plans and/or Vesting Parcel Map shall include all property line dimensions consistent with record information, particularly with existing dedications along Olive Avenue, and corner radius at intersection of Olive Avenue and Lima Street. All approved Traffic Engineering Division requirements shall be constructed and completed to the standards and satisfaction of the Public Works Department.
93. Developer shall provide all residences and businesses with appropriately sized trash and recycle bins.
94. Developer shall provide room for recycle bins as part of all trash enclosures must contain room for recycle bins (per AB 341).
95. Developer shall provide recycling for all residences and businesses.

BURBANK WATER AND POWER

WATER DIVISION

96. The following information shall be included on the final set of construction plans:
    a. Size and location of water services; and
    b. Calculations for sizing of domestic water meter and service; and
    c. Landscape irrigation plans for backflow plan check.
97. Temporary water for construction purposes only may be supplied from the existing service at 3401 West Olive Avenue only after the developer, owner or contractor has signed up for its use at the Burbank Water and Power office. The existing meter(s) and box(es) are to be protected at all times during demolition of the site and/or construction.
98. Water may be supplied temporarily from a fire hydrant. Contact BWP Water Engineering at (818) 238-3500 concerning fees, required permit and fittings.

99. The new water service, if required, will come from a main in Alameda, Olive, or Lima at a static pressure of approximately 160 psi.

100. Due to the system static pressure at this site, the Building Division requirements for a pressure regulator are to be followed in accordance with the Uniform Plumbing Code.

101. A copy of this Development Review shall be shown on the applicant's plan submittal.

102. The water service for this Project may be required to be provided with protective devices that prevent objectionable substances from being introduced into the public water supply system, per Title 17 of the California Administrative Code. A $50 backflow prevention plan check fee is due before the plans will be stamped, signed and approved by the Water Division. Both domestic and fire services may require installation of backflow prevention devices. Backflow devices must be installed on private property and as close as possible to the property line.

103. The developer, owner or contractor shall contact BWP Water Division at (818) 238-3500 before the building permit is issued. The drawings will be reviewed for adequate sizing of the service and meter. Domestic meter size shall be adequate to provide the required flow, as determined by a licensed plumber or architect, calculated from the number of fixture units for the proposed development, pursuant to the California Plumbing Code 2007, Title 24, Part 5. Prior to final approval and preparation of an estimate by the BWP Water Division, the Developer shall obtain approval from the City of Burbank Fire Department for appropriate fire service size and appurtenance selection. A Deposit will then be collected to cover construction costs for all required services. Construction scheduling will be based on date of receipt of the required drawings, fees and deposit.

104. If the Fire Department requires any new fire hydrants and/or fire services for this development, the developer, owner or contractor shall request an estimate for same from BWP Water Division by calling (818) 238-3500. The full deposit for any required work (including upgrading the fire service/backflow device) must be paid before the Water Division approves the Project drawings.

105. A Water Main Replacement Fee is required in accordance with Section 4.34 (c), (d) and (e) of BWP Water Division Rules and Regulations.

106. Developer shall be responsible for all additional costs associated with connection and installation of new domestic/fire services, construction of new water mains, and abandonment of existing water mains and services in accordance with BWP Rules and Regulations for Water Use.

107. The project shall be built to accommodate the use of recycled water, which should be available either initially or soon after construction, on Lima Street or Alameda Avenue. A separate recycled water meter and service shall be installed for irrigation and HVAC cooling tower purposes, and use of recycled water will be required for all irrigation and for HVAC cooling tower water supply. Work with BWP Water Engineering to coordinate, in particular, the recycled water service connection location(s). Developer shall be

responsible for obtaining all required approvals from the Los Angeles County Department of Public Health and California Department of Public Health.

ELECTRICAL DIVISION

108. A meeting should be scheduled between the Developer, project architect, electrical engineer, and BWP Electrical Engineering early in the design stage of each phase of the project to discuss all the issues and to finalize the location of facilities. An electronic copy of a plat plan of the site, showing all the existing and proposed substructures, complying with BPW AutoCAD standards should also be provided to BWP Electrical Engineering (dlippert@burbankca.gov) to aid the electrical design. BWP will provide full comments after the electrical sheets are provided.
109. The following information shall be included on the final set of construction plans:
    a. Location of the existing electric service panel; and
    b. Dimensions/location of existing/proposed public improvements adjacent to project; and
    c. Width and the location of all existing and proposed easements; and
    d. Full dimensioned building elevations showing height of structure from natural grade; and
    e. Proposed location of the electric service panel/meters; and
    f. Proposed location of the pad-mount transformer.
110. Any existing and proposed substructure on-site or off-site, which may affect the location of the new underground electrical system and any other improvements shall be identified and show on the final plans in order to avoid a potential conflict with other substructure.
111. The site is currently served from several overhead transformers via an electrical manhole #MH-171 located east of the proposed development on Lima Street. Existing electrical facilities will be removed from the site and along Avon Street, to accommodate the new development. New service to the site will be underground and will emanate from an existing manhole #MH-171 through a new 4'x 6' pullbox or new manhole (depending on the distance of the switchgear from #MH-171) via a new pad-mount switch to a new three phase pad-mount transformer. The Developer will be responsible for all costs involved in providing electrical service to two existing Caltrans and ATT service cabinets. A new single phase pad-mount transformer, pad, and pull box will be necessary to fulfill this requirement. An additional single phase pad-mount transformer will be required for a new underground streetlight system.
112. The Developer will provide 5' wide recorded easement for the new underground system from the property line to the switch and a 25' x 15' easement for a pad-mount switch. A 10' x 17' easement will be required for each of the two single phase pad-mount transformers. The developer's surveyor will provide a legal description of the easements, which will be reviewed by BWP and then processed by the Community Development Department (contact 818-238-5250 for recording).

113. Provide a minimum 14' x 18' clear accessible area at grade level on undisturbed soil, with easy crane access 20-foot wide and with 14-foot minimum vertical clearance for a three phase pad-mount transformer facility.

114. Provide a minimum 10' by 17' clear accessible area at grade level on undisturbed soil, with easy crane access 20-foot wide and with 14- foot minimum vertical clearance for each single phase pad-mount transformer facility. Two single phase pad-mount transformers will be required.

115. A 3' x 5' and 4' x 6' primary pull-box may/will be required.

116. Additional conduits may/will be required to provide for future needs.

117. For all new projects, the developer is responsible for the street lighting system traversing the project. In cases where the existing street lights are supplied overhead, the developer will be required to install a complete underground street light system. Standards and luminaries will be supplied by BWP at the customer's expense. A plot plan of the site must be submitted to BWP during the initial planning stage of the project for street light design.

118. All substructure work including the 4' x 4'-6" and 8' x 10' transformer pads, 7' x 10'-6" switch pad, the pull boxes, grounding systems, primary conduits and secondary conduits are the responsibility of the Developer and shall be done in accordance with Burbank Water and Power drawings and specifications. The transformer pads shall be at grade level on undisturbed soil to allow for the installation of a box underneath it. The Developer shall provide required clearances for the facilities per the attached BWP specifications, with crane access 20' wide and easy accessibility for BWP employees at all times. Vertical clearance must be 14' minimum from the transformer pad level.

119. The developer's contractor shall install secondary conduits and cable from the transformer to the switchboard. Depending on the location of the switchboard (whether it is outside or inside the building), secondary conduits and cables will be inspected and approved by both the BWP inspector and the Building Inspector (switchboard inside the building) or by the BWP inspector (switchboard outside the building). The Building Inspector will provide structural inspection of secondary conduits for compliance with the Building code - concrete encasements, fire walls, support of the conduit package, etc. The BWP inspector will inspect the amount and size of secondary conduits and cables.

120. BWP will provide a construction drawing and engineering support, inspect contractor's work, install the transformers, primary cables, and metering devices at the Developer's cost.

121. The Developer's contractor will provide as-built drawings showing the exact location of underground substructure installed to serve the property.

122. The Burbank Water and Power fees for providing electric service are Aid-in-Construction (AIC) charges set forth in Section 3.26 of BWP's Rules and Regulations for Electric Service. AIC charges are to recover the actual cost of:

   a. Providing and installing new facilities to serve the customer

b. Conducting feasibility studies and engineering

c. Relocating existing overhead or underground facilities

Actual costs vary from project to project and AIC examples can be found in the Burbank Water and Power "Guide for Electric Service". A letter detailing these charges will be generated once the final design is completed. The cost estimate for providing service to the site will be provided at a later date depending on the load requirements

123. If any portion of the existing BWP facilities needs to be upgraded or relocated due to the subject project, it will be done at the Developer's expense.

124. The submitted drawings do not show any electrical plans. Prior to final plan submittal, the Developer needs to submit an electrical load schedule and single line diagram, along with final plans to BWP. Please contact the Commercial Electric Service Planner, Scott Anderson, at (818) 238-3647 to review the plans, the new service location and requirements, and to obtain an electric service confirmation. Plan approval will not be given until an electric service confirmation is obtained.

125. Burbank Water and Power Rules and Regulations require that no open patios or balconies will be erected underneath any high voltage overhead conductor regardless of vertical clearance.

126. For multi-metered services all numbering must be completed in a permanent manner at all individual units and meter sockets before service can be energized. See BWP Rules and Regulations, Section 2.68 (c) for acceptable labeling (stenciling or riveted tags required, permanent marker is unacceptable). Contact Public Works Engineering for units designations.

127. For commercial buildings, outdoor meter locations are preferred. Meter socket or service equipment must be installed in a location readily accessible from the same property. When inadequate exterior wall space is not available, a separately locked meter room accessible from outside the building through one door must be provided. The Department must be supplied a key to that room which will be installed in a lock box adjacent to the door. Future building modifications or other structural changes will not render the meters inaccessible. Customers need to consult the Department for approved locations and to obtain a service confirmation prior to any installation.

128. The service switchboard rating shall be limited to 3000 Amps. Five copies of EUSERC drawings of a switchboard shall be provided prior to manufacture for BWP approval. Service shall not be energized unless these drawings are provided.

129. The builder is responsible to protect any existing Burbank Water and Power facilities in place. Power poles must be protected in place to prevent any movement of the pole butt during excavation. Anchors must also be protected to prevent slippage or exposure that could result in the reduction or loss of holding power. If these requirements cannot be met, then no excavation will be allowed within three feet from the face of poles and five feet from anchors.

130. Any trees planted in the area adjacent to the street/alley will be of a type that will not grow into the existing power lines and will also have sufficient clearance from the streetlight facilities.

131. BWP landscaping requirements for transformer pads and switch pads:

132. Due to the natural maturation of trees and other landscaping elements, the following requirements are to be adhered to:

1. New plantings within three feet of the back or sides of the pad and within eight feet of the front shall be of a groundcover type. This is considered the working zone.

2. Outside of the working zone, shrubbery is acceptable within eight feet of the pads, but trees must be beyond an eight foot radius to lessen future root conflicts.

3. Landscaping grade shall be a minimum of five inches below the grade level of the top of transformer pads.

4. All irrigation and sprinkler systems shall be constructed so that water shall not be directed onto the switch, the transformers, or the concrete pads. Additionally, surface water shall drain away from the concrete pads.

133. All electrical installations must conform to the Burbank Water and Power Rules and Regulations for Electric Service (latest revision).

134. Power factor correction to a minimum of 90% will be requested to minimize kVA demand as well as energy use. The Developer must use California Nonresident Building Standard to consider and implement energy efficient electrical equipment and devices for minimizing peak demand and wasteful energy consumption.

135. All equipment locations and screening structures will be indicated on the plans and must meet the Community Development Department Equipment Screening Guidelines. The plans will include the proposed screening method, height of screening, material finish, and color or species of vegetation. All screen walls, which are a part of, or adjacent to, the proposed building will be shown on the building elevations. All screen walls detached from the building will be included as a separate elevation. Verification of submittal requirements and recommendations for screening requirements shall be by the Community Development Director.

136. The electrical design shall comply with California Building Code Title 24 energy efficiency requirements and shall use, wherever practical, surge suppressors, filters, isolation transformers, or other available means to preserve a quality of power of its electrical service and to protect sensitive electronic and computer-controlled equipment from voltage surges, sags, and fluctuations. BWP also recommends the use of an uninterruptible power supply (UPS) and a standby generator for critical loads.

137. BWP maintains a dark fiber optic cable in an underground system, which could be available, for the project should the developer request it. Contact John Cassidy at 818-238-3656 for further information.

138. Contact AT&T at (707) 575-2180 for any phone company facility conflicts.

139. Contact Charter Communications at (818) 847-5013 for any cable T.V. facility conflicts.

PARK, RECREATION, AND COMMUNITY SERVICES DEPARTMENT

140. The Developer shall submit landscape and irrigation plans prepared by a licensed landscape architect. All current water conservation landscape requirements must be met including but not limited to AB 1881.
141. The Developer shall contribute a park development fee prior to issuance of building permits.
142. The developer shall install street trees that, at maturity, provide a continuous tree canopy over the majority of the sidewalk along Alameda Avenue, Olive Avenue, and Lima Street. Tree selection and location of trees shall be made in collaboration with the Parks Recreation, and Community Services Director (or designee) and Community Development Director.
143. The Developer shall be responsible for the value of tree removed by the project. If the developer elects to have Parks, Recreation, and Community Services personnel preform removals, removal fees shall apply. Contact (818) 238-5343 for removal fees.
144. The developer shall enter into a covenant agreement with the City if decorative sidewalks are installed.
145. The developer shall enter into a covenant agreement with the City if high than normal maintenance on trees is desired.
146. Prior to issuance of Grading or Building Permit, the Developer shall submit for review and approval a final landscape plan ("Landscape Documentation Package") that complies with the Water Efficient Landscape Ordinance.
147. Final Irrigation Plans designed for reclaimed water use shall be approved by the County of Los Angeles Health Department prior to submittal for Permits.
148. Final Landscape Plans (Planting, Irrigation, etc.) shall be materially similar to approved Preliminary Landscape Plans.
149. Prior to occupancy, the Developer shall install all proposed irrigation and planting per the approved Landscape Plans, including irrigation controllers, staking, mulch, etc., to the satisfaction of the Community Development Director.

FIRE DEPARTMENT

150. Developer shall provide construction site security by means of a six-foot high fence maintained around the entire site or a qualified fireguard when required by the Fire Code Official.
151. Provide an automatic fire sprinkler system in accordance with the Burbank Municipal Code.
152. Provide electrical supervision for all valves controlling the water supply and all water flow switches on all fire sprinkler systems where the number of sprinklers is 20 or more.
153. Provide a fire alarm system to notify all occupants of automatic fire sprinkler water flow.
154. Provide a Knox key box for fire department access.
155. Provide a Knox KS-2 key access switch for security gates.

156. Provide address numbers a minimum of 4 inches high for residential structures and six inches high for all other occupancies with ¾ inch stroke to identify the premises. Numbers shall be plainly visible from the street or road fronting the property and from the alley or rear accessway to the property.

157. 2 A10BC fire extinguishers shall be provided and located as directed by the Fire Code Official in the field. All portable fire extinguishers shall be installed on a positive latching bracket or within an enclosed cabinet.

158. Exit doors shall be openable from the inside without the use of a key or any special knowledge or effort. All locking devices shall be of an approved type.

159. Provide a fire alarm system.

160. Plans and specifications for fire hydrant systems shall be submitted to the fire department for review and approval prior to construction.

161. When fire protection, including fire apparatus access roads and water supplies for fire protection, is required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction.

162. Approved signs or other approved notices shall be provided and maintained, at the expense of the person(s) in possession of the property, for fire apparatus access roads to identify such roads and prohibit the obstruction thereof or both.

163. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to all premises upon which facilities, buildings, or portions of buildings are hereafter constructed or moved into or within the jurisdiction. When any portion of the facility or building protected is in excess of 150 from a water supply on a public street, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains capable of supplying the required fire flow shall be provided when required by the chief.

164. All exits, fire department access and fire protection shall me maintained in accordance with the California Fire Code during construction.

165. Any fire hydrants for this block shall be upgraded with 4" X 2-2 ½" outlets. Contact the Water Division at 238-3500 for specifications on the type fire hydrants to be provided.

166. Except as otherwise provided, no person shall maintain, own, erect, or construct, any building or structure or any part thereof, or cause the same to be done which fails to support adequate radio coverage for City emergency service workers, including but not limited to firefighters and police officers. Buildings and structures which cannot meet the required adequate radio coverage shall be equipped with any of the following in order to achieve the required adequate radio coverage: a radiating cable system or an internal multiple antenna system with or without FCC type accepted bi-directional UHF amplifiers as needed. Further information and guidance can be obtained by contacting the City of Burbank Radio Communications shop at (818)238-3601.

167. For parking garages provided with a ventilation system in accordance with the California Building Code "Interior Environment" a remote over-ride switch shall be provided for Fire

Department use as assistance for smoke removal. The switch shall be located and clearly marked in a readily accessible location as directed by the Fire Department.

168. The occupancy shall be approved and limited to the number of occupants noted on the plan submitted for review.

169. Provide and maintain an approved occupant load sign in a conspicuous location near the main exit from the room.

170. Storage, use, dispensing, mixing and handling of flammable and combustible liquids shall be in accordance with the California Fire Code. Including but not limited to Bulk Transfer and Fuel-Delivery systems.

171. Plans shall be submitted for review and approval by the Fire Department with each application for a permit to store more than 5,000 gallons of liquids outside of buildings in drums or tanks. The plans shall indicate the method of storage, quantities to be stored, distances from buildings and property lines, access ways, fire protection facilities, and provisions for spill control and secondary containment.

172. Prevention, control and mitigation of dangerous conditions related to storage, dispensing, use and handling of hazardous materials and information needed by emergency response personnel shall be in accordance with the California Fire Code as amended by the Burbank Municipal Code.

173. Permits are required to store, dispense, use or handle hazardous material in excess of quantities specified the California Fire Code as amended by the Burbank Municipal Code.

174. Permits are required to install, repair, abandon, remove, place temporarily out of service, close or substantially modify a storage facility or other area regulated the California Fire Code.

175. Each application for a Hazardous Material Permit shall include a hazardous materials management plan (HMMP) and hazardous materials inventory statement (HMIS) as defined by the California Fire Code and amended by the Burbank Municipal Code.

176. Provide smoke detection for dwelling units, congregate residences and hotel or lodging guestrooms that are used for sleeping purposes.

177. Power and location of smoke detectors in Group R occupancies shall be in compliance with the California Fire Code, California Building Code as amended by the Burbank Municipal Code.

178. All existing multi-dwelling units intended for human occupancy shall have installed on or before January 1, 2013 carbon monoxide detectors in accordance with the Health & Safety Code §17926.

179. Buildings having floors used for human occupancy located more than 35 feet, but less than 75 feet above the lowest level of fire department vehicle access, shall be in compliance with all applicable "Mid-Rise" requirements as defined by the Burbank Municipal Code.

180. Buildings having floors used for human occupancy located more than 75 feet above the lowest level of fire department vehicle access, shall be in compliance with all applicable "High-Rise" requirements as defined by the Burbank Municipal Code.

181. High–rise and Mid-rise buildings shall be accessible on a minimum of two sides. Roadways shall not be less than 10 feet or more than 35 feet from the building. Landscaping or other obstructions shall not be placed or maintained around structures in a manner so as to impair or impede accessibility for firefighting and rescue operations.

182. Group B office buildings and Group R, Division 1 Occupancies, each having floors used for human occupancy located more than 35 feet above the lowest level of Fire Department vehicle access, shall be provided with an automatic fire alarm system.

183. Every mid-rise building shall be provided with an approved combined standpipe system.

184. All stair shaft doors at each building level shall provide access to the building for fire department use.

185. There shall be provided for fire departments use at least one access door to one enclosed exit stair shaft that serves all building levels and the roof at the main entrance level outside the building.

186. All enclosed exit stairways shall be continuous to each floor served in either direction and shall be without obstructions such as intervening doors and gates. EXCEPTION: Approved barriers provided at the ground floor level to prevent persons traveling downward from accidentally continuing into the basement, in accordance with the Building Code.

187. Locking of enclosed exit stairshaft doors. All enclosed exit stairshaft doors which are to be locked from the stairshaft side shall have the capability of being unlocked without unlatching, by all of the following methods:

1.1 A manual signal from the central fire control room.

1.2 The actuation of a fire alarm device.

1.3 Upon failure of electrical power.

When enclosed exit stairshaft doors are locked from the stairway side, an approved emergency communication system directly connected to the building control station, proprietary supervisory station, or other approved emergency location shall be available to the public and shall be provided at every fifth floor landing in each required enclosed exit stairshaft.

188. In all high-rise and mid-rise buildings, approved breakout panels or tempered glass windows shall be provided in the exterior wall at the rate of at least twenty square feet of opening per fifty lineal feet of exterior wall in each story, distributed around the perimeter at not more than fifty foot intervals. Such panels shall be clearly identified as required by the Fire Code Official.

189. In every bank of elevators, there shall be provided and available to the fire department, an elevator that opens on to each floor served by the individual bank. A bank of elevators is

one or more elevator cars controlled by a common operating system, or where all elevator cars will respond to a single call button.

190. Elevator cars assigned for fire department use shall have at height, recessed area, or removable ceiling, which will make possible the carrying of a nine- (9) foot high ladder. At least one elevator car assigned for fire department use and serving all floors shall be of a size that will accommodate a 24 inch by 85 inch ambulance stretcher in the horizontal position, and have a clear opening width of 42 inches. The elevator shall be identified with approved signs.

191. Elevators shall open into a lobby on all floors except the lowest terminal floor of building entry. Lobbies may serve more than one (1) elevator. Lobbies shall be separated from the corridor by one (1) hour fire resistive construction with all openings protected by tight fitting twenty (20) minute door assemblies designed to close automatically upon activation of a detector which will respond to visible or invisible particles of combustion. Lobbies shall also be separated from the remainder of the building as required for corridor walls and ceilings.

192. Every high-rise building shall have an emergency helicopter landing facility located on the roof in an area approved by the Fire Code Official. The roof structure shall be designed and constructed to support a minimum live load of ten thousand (10,000) pounds. Such landing facility shall be installed as required for Helistops in accordance with the CFC.

193. In order to determine fire flow requirements for this building, the following information shall be provided prior to issuing a building permit for final fire department plan check: Building Type Construction as defined by the California Building code and Square feet of the building.

POLICE DEPARTMENT

194. Video cameras shall be installed in the parking lots, structures, and at entrances and exits that have the ability to connect to the Police Department via the City's fiber optic system in the future. Video cameras shall be maintained in adequate working condition at all times to the satisfaction of the Police Department.

195. Any secure multi-family residential unit meeting the requirements set forth in the BMC must install Knox Box key receptacles on all common entrances. The box must contain a key to allow emergency access by law enforcement to common areas of the facility. Please refer to the BMC for specific requirements.

196. Marijuana collectives are not allowed at this location.

197. Street addresses and unit numbering must be easy to understand. Street address(es) should be associated with the street which the property faces.

198. Display of directories or directional signage near the entrances shall be provided to assist first responders locate individual units.

199. Address numbers shall be painted on the roof in a color which contrasts the roof color. Numbers should be at least four feet tall and one foot wide. The numbers should be aligned with the street(s) associated with the address(es).
200. Exterior lighting and lighting in parking areas shall meet the minimum standards required by the BMC.
201. Address numbers shall be affixed to the exterior of the building in a prominent and unobstructed location. The color of the numbers should contrast the color of the material that they are affixed. The size of the numbers must be large enough to be easily seen from the street. The numbers should be illuminated in some fashion.
202. Landscaping materials are selected and positioned to avoid creating hiding spaces for criminals. Tree species and planting locations should be selected to prevent criminals from accessing balconies by climbing.

COMMENTS ON VESTING PARCAL MAP NO. 72397

203. Parcel map shall indicate legal description of boundaries for division.
204. Prior to final parcel map approval, establish new centerline ties per City of Burbank Standards and Los Angeles County Guidelines at the following intersections:
    a. Alameda Avenue and Avon Street
    b. Alameda Avenue and Lima Street
    c. Olive Ave and Lima Street
205. All off-site improvements must be completed prior to final parcel map approval.
206. All monuments must be set prior to finalizing and approving final parcel map.
207. All dedication must be processed by a separate instrument prior to final parcel map approval.
208. All vacations must be processed by a separate instrument prior to final parcel map approval.
209. All dedications and vacations must be indicated with instrument/resolution number on the final parcel map.
210. Final parcel map, of said property, must show adequate centerline tie information to enable the survey to be retraced.
211. Developer shall provide in place all survey monuments (City, County, State, Federal, and private). Any monument that requires removal shall be re-established by a licensed land surveyor or a qualified registered professional engineer as approved by the Public Works Director.
212. Developer must submit corner record sheets to the City of Burbank for review prior to final recording with Los Angeles County.
213. Final parcel map must state basis of bearings.
214. Final parcel map must show bearings and distances on all centerlines and lot lines.
215. Final parcel map must have line breaks for distances that are not to scale.
216. Final parcel map must be to scale that is indicated.

217. Developer must submit a current title report for Public Works review.

218. Pedestrian ramps, sidewalks, driveways, and other related infrastructure in the public right-of-way are ADA compliant; if infrastructure is found to be non-compliant, new ADA compliant infrastructure shall be required/constructed.

219. Repair all concrete improvements along the public right-of-way around building perimeter to the latest standards.

ENVIRONMENTAL IMPACT REPORT MITIGATION MEASURES

220. As required by Mitigation Measure AQ-2(a) of the Final Environmental Impact Report, the Developer shall use low-VOC architectural coatings for all buildings, including the proposed parking structure. At a minimum, all architectural coatings shall comply with the most recent standards in SCAQMD Rule 1113-Architectural Coatings. In addition, no more than 45 gallons of paint shall be used per day for architectural coatings, including both interior and exterior surfaces.

221. As required by Mitigation Measure AQ-2(b) of the Final Environmental Impact Report, all construction equipment used for the proposed Project shall meet Tier 3 standards, at a minimum. These standards limit the level of emissions, including emissions of NOx, and are met through advanced engine design. This requirement shall be included as a note on all building and grading permits.

222. As required by Mitigation Measure CR-1 of the Final Environmental Impact Report, in the event that archaeological resources are unearthed during Project construction, all earth moving work in the vicinity of the find must be temporarily suspended or redirected until an archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. A Native American representative shall be retained to monitor any mitigation work associated with Native American cultural material.

223. As required by Mitigation Measure CR-2 of the Final Environmental Impact Report, if human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to the origin and disposition pursuant to the Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission. Additional surveys will be required if the Project changes to include unsurveyed areas.

224. As required by Mitigation Measure HAZ-1(a) of the Final Environmental Impact Report, prior to issuance of final occupancy permits, the Developer shall show proof (e.g. plans) that forced air ventilation with filter screens on outside air intake ducts have been provided for the residents. The filter screens shall be capable of removing at least 85% of the particulate matter including fine particular matter (PM<2.5 micron). These screens shall be maintained by the developer and property owner to ensure functionality for the lifetime of the Project. The Developer shall also provide proof (e.g. plans) that windows and doors

have been fully weatherproofed with caulking and weather-stripping that is rated to last at least 20 years. Weatherproof will be maintained and replaced by the developer or property owner, as necessary, to ensure functionality for the lifetime of the Project.

225. As required by Mitigation Measure HAZ-1(b) of the Final Environmental Impact Report, a brochure notifying the future residents of the developer and property owner's responsibility for maintaining the filter screens shall be prepared and provided at the time of occupancy. A sample of this brochure shall be provided to the City for review and approval prior to issuance of final occupancy permits for the Project. In addition, a notice of the diesel particulates risk hazard and the need for screen maintenance shall be placed in the property title.

226. As required by Mitigation Measure NOI-4(a) of the Final Environmental Impact Report, if electrical service is available within 150 feet, electrical power should be used to run air compressors and similar power tools. Internal combustion engines should be equipped with a muffler of a type recommended by the manufacturer and in good repair. All diesel equipment should be operated with closed engine doors and should be equipped with factory-recommended mufflers. Construction equipment that continues to generate substantial noise at the Project boundaries should be shielded with temporary noise barriers, such as barriers that meet sound transmission class (STC) rating of 25, sound absorptive panels, or sound blankets on individual pieces of construction equipment. Stationary noise-generating equipment, such as generators as compressors, should be located as far as practically possible from the nearest residential property lines.

227. As required by Mitigation Measure NOI-5 of the Final Environmental Impact Report, design techniques shall be applied to reduce the exposure of residents to noise, as described in the Burbank2035 General Plan. Design features may include, but are not limited to:

- Weather proofing of windows and doors.
- Air conditioning or mechanical ventilation systems that allow windows and doors to remain closed while being operated.
- Glass in windows and doors with an STC of at least 35 for units facing SR 134 and at least 25 for all other units.
- Boxing or baffling of roof or attic vents facing the noise source.

228. As required by Mitigation Measure TRA-1 of the Final Environmental Impact Report, prior to issuance of building or grading permits for the project site, the Developer shall prepare a Construction Management Plan for review and approval by City staff. The provisions of the plan shall include, but are not limited to, the following:

- In order to minimize impacts from construction-related traffic, the project contractor shall ensure that heavy vehicle traffic from the project site only occur between the hours of 7:30 AM and 3:30 PM.
- The project contractor shall identify and enforce truck haul routes deemed acceptable by the City for construction trucks.

- Signs shall be posted along roads identifying construction traffic access or flow limitations due to single lane conditions during periods of truck traffic if needed.
- Construction equipment shall be stored on the project site and construction vehicles and construction worker vehicles shall not be allowed to park in residential neighborhoods adjacent the Project site during the construction phase of the project.
- Coordination shall occur with the Los Angeles County Metropolitan Transportation Authority to ensure that construction activities do not interrupt public transportation services to the area.

229. As required by Mitigation Measure TRA-2 of the Final Environmental Impact Report, prior to issuance of occupancy permits for the proposed Project, the eastbound leg of Hollywood Way and Alameda Avenue shall be restriped to convert one left turn lane to a through lane.

230. As required by Mitigation Measure TRA-6 of the Final Environmental Impact Report, the Developer shall design and construct the following improvements prior to the City issuing a Certificate of Occupancy for the project. Alternatively, developer shall pay the applicable transportation development impact fee in lieu of constructing the improvements, and the City shall construct the improvements when they are needed to maintain the city's LOS D Standard. The City will measure the LOS of all study intersections every two years to evaluate traffic impacts of development projects, or more frequently if necessary to identify or confirm LOS. The mitigation will be implemented prior to the point at which the intersection is expected to deteriorate to LOS to E or F, accounting for reasonable variability in daily traffic demand. This mitigation monitoring program shall be implemented consistent with the Burbank2035 Mitigation, Monitoring and Reporting Program. These improvements include the following:

- Hollywood Way and Alameda Avenue: restripe the northbound approach to add a second dedicated left turn lane. Modify the traffic signal phasing along Hollywood Way from protected/permitted phasing to protected phasing.
- Hollywood Way and Riverside Drive: restripe the westbound approach to convert the shared through and right turn lane into separate right turn and through lanes. Restrict parking on the north side of Riverside for 100 feet east of Hollywood Way.
- Hollywood Way and Olive Avenue: established a peak period parking restriction (4:30 to 7:30 Monday through Friday) in the westbound direction of Olive Avenue to provide one left-turn lane, two through lanes and one shared through/right lane.
- Buena Vista Street and Olive Avenue: restripe the eastbound approach (Olive Avenue) from one left-turn lane, one through lane, and one shared through/right-turn lane to consist of two left-turn lanes, one through lane, and one shared through/right-turn lane. Restripe the westbound approach (Olive Avenue) from one left-turn lane, one through lane, and one shared through/right-turn lane to consist of two left-turn lanes, two through lanes, and one right-turn lane. Modify the traffic signal phasing along Olive Avenue from protected/permitted phasing to protected

phasing. Restrict parking on both side of Olive Avenue for approximately 250 feet east and west of Buena Vista Street.

CITY OF BURBANK
PARKS AND RECREATION - ANNOTATED AGENDA/MEETING SUMMARY

Meeting: Burbank Cultural Arts Commission **Date: May 10, 2018**
Members Present: Mary-Elizabeth Michaels, Diana Means (left at 10:50), Jeff Rector (left at 9:55), Gerrard Panahon, Katherine Zoraster, Leah Harrison, Barbara Beckley, Cynthia Pease, and Monica Groves (arrived at 9:14)
Members Absent:
Staff Present: Kris Smith, Erin Barrows, Paul Paolone, Doug Fowler, Caroline Arrechea
Liaisons: **Jess Talamantes**

Item Discussed		Summary	Direction or Action, if any
1.	Summer Meeting Schedule-	The item was moved to the June meeting for discussion.	
2.	Variety Show – Event Debriefing	The members briefly discussed the Variety Show event. The Commissioners discussed the auction, marketing, event timing, budget, ticket prices, and ways to improve the event if they chose to have another variety show. The money raised was not as much as was hoped. Additional discussions regarding hosting another show will be held.	
3.	Asian Pacific American Heritage Month Pop-up Event	The members discussed co-hosting an event in celebration of Asian Pacific American Heritage Month this summer in Burbank (in conjunction with Senator Portantinos' office). Mr. Panahon would obtain more details regarding the date, location and Commission involvement and would give an update next month.	
4.	Art in Public Places (APP) Update-	Staff gave a brief update on the last APP meeting.	
5.	2018 Burbank Cultural Arts Commission Goals Taskforces The Cultural Arts Commission has established goals to be accomplished over the next year: Goal 1: MARKETING/COMMUNITY OUTREACH Goal 2: WEBSITE/NEWSLETTER Goal 3: BEAUTIFICATION/ UTILITY BOXES MURALS/ TRAFFIC BOXES Goal 4: EVENTS/FUNDRAISING	GOAL 1: The subcommittee has the new logo and they will be convening in May or June to discuss the Commission postcard, survey, and summer outreach/marketing. GOAL 2: The subcommittee is working on social media and the newsletter. The new logo has been placed on the website. The Commission members were encouraged to add events onto the website directly. GOAL 3: The subcommittee noted they were in the process of discussions and a proposal with Downtown Burbank representatives regarding the potential planter beautification project. Amy Albano and Lisa Kurihara were present at the meeting to provide guidance regarding working with the Property Based Improvement District (PBID). Ms. Albano explained that PBID is a separate non-profit with their own Board of Directors and parameters, they are not a governmental agency or public entity. They have their own source of funding and insurance. Their staff (Mary Hamzoian) sometimes act in the capacity of City Employee in the Community Development Department and sometimes as a PBID Representative. She noted that this is important to be aware of when making proposals to PBID. Ms. Kurihara added that it is important to have Parks and Recreation staff participate in these meetings and a vote of the Commission to partner with the group. Ms. Kurihara wanted to ensure that the Commission was fully informed of the specific requirements of entering into a contract with such entities and contracts that the City cannot be bound by. The Commission members wished to have further discussions regarding such instances and voted to agendize the item for further discussion next month. Ms. Michaels brought up the mural project that the Commission had been interested in. Ms. Smith noted that staff would look into the status of the potential mural project and connect with the subcommittee. GOAL 4: The subcommittee will be meeting to discuss ideas for summer activities and a theme for the next convening event. Ms. Barrows will send a list to the Commission identifying which areas staff are involved in, so that the members can include them in their discussions.	

CITY MANAGER'S OFFICE

CITY NOTES

Important Updates for the Burbank City Council **May 25, 2018**

Drug Take Back Event Nets Nearly 600 Pounds

The Burbank Police Department hosted the Drug Take Back Event in collaboration with the Drug Enforcement Administration and National Drug Take Back Day on Saturday, April 28. The purpose of this event was to provide the public with a safe method of disposal for unused, unwanted, or expired medications. By hosting the Drug Take Back event, the Burbank Police Department is helping reduce the misuse of these drugs and also preventing potential safety and health hazards often associated with the improper disposal of medications, such as flushing them down the toilet. Between 10:00 a.m. and 2:00 p.m., citizens were able to relinquish their medications on a "no questions asked" basis with complete anonymity. The Burbank Police collected 560 pounds of medication during the event, which was nearly 20 percent more than what was collected last April!

Local/Residential Street Improvement Project

The Public Works Department's annual Local/Residential Street Improvement Project (Phase VIII - Bid Schedule 1438) was successfully completed in two City neighborhoods (Zones 3 and 18) by the City's contractor, Sully-Miller Contracting Co., at a total cost of just over $4.1 million. During the course of two and a half months, the project resurfaced a total of 107 City blocks (52.8 lane miles) that were in very poor condition. The project used 28,000 tons of rubberized asphalt comprised of crumb rubber from recycled tires. A total of 560,000 discarded tires were used for resurfacing instead of going to a landfill! The project also reconstructed and improved 11 pedestrian curb ramps to improve accessibility, reconstructed over 5,900 square feet of damaged sidewalk and driveway locations, and reconstructed over 280 linear feet of curbs and gutters. Coordination of activities in the right-of-way is always a challenge, especially when activities impact streets and sidewalks. Staff successfully navigated last minute changes to accommodate requests from citizens and resolved issues as they were raised. Also, staff incorporated additional safety elements to the striping plans with high visibility continental crosswalks and a buffered bike lane separating bicyclists from the parking lane on Riverside Drive.

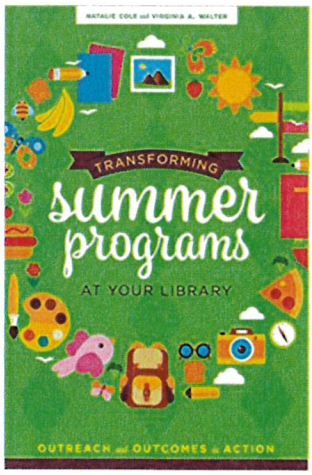
Little Free Libraries Unveiling Ceremony

The City of Burbank unveiled one of four brand new "Little Free Libraries" (LFLs) at Mountain View Park on Friday, May 11. LFLs follow the "take-a-book-leave-a-book" model where all the books are free to those who visit. The LFLs are made possible by the close partnership of Burbank Sunrise Rotary, Burbank Noon Rotary, the Burbank Parks and Recreation Department, the Burbank Library Department and The Literacy Club. Installation of the four LFLs will take place by the end of summer, with themes chosen to reflect the locations they will be placed: Johnny Carson Park (Nature), Robert E. Lundigan Park (Firehouse), Mountain View Park (Equestrian) and Vickroy Park (Aeronautical). The Burbank Noon Rotary and Burbank Sunrise Rotary Service Clubs secured a Rotary District 5280 Community Grant to purchase the library stations. The libraries are designed and built by Douglas Chadwick, Master Builder, at The Literacy Club. The Literacy Club is a local non-profit that has designed and built over 75 free libraries throughout Los Angeles and the United States. In addition to building the libraries and supplying the initial inventory of books, The Literacy Club will partner with the Burbank Rotary Clubs to provide an additional inventory of new books to insure the libraries remain well-stocked for the community.

Residents Inspiring Service and Empowerment Burbank Graduation

The Residents Inspiring Service and Empowerment (RISE) Burbank program conducted its graduation ceremony at the City Hall Council Chambers on Saturday, April 28. The RISE Class of 2018 included 10 Burbank residents who participated in the 10-week program where they had the opportunity to broaden their understanding of local government and strengthen their leadership skills. The graduation highlighted the class' community service project which coordinated efforts for DIG Day, an event that celebrated the launch of the DIG Burbank volunteer program. The class was involved in outreach to local businesses, non-profits, and community residents. A graduation video yearbook was presented, as well as an inspirational speech from the ceremony's keynote speaker, Mayor pro tem Emily Gabel-Luddy. In addition to the Mayor pro tem, Council Member Sharon Springer and Council Member Bob Frutos were among the guests to congratulate these city leaders. A small reception was held in the City Hall Rotunda immediately following the ceremony.

Burbank Public Library Programs Featured in New National Book



Three teen programs created by Burbank Public Library are featured as case studies in a new book, *Transforming Summer Programs at Your Library: Outreach and Outcomes in Action*, written by Natalie Cole and Virginia A. Walter and published by the American Library Association. The featured programs were developed by librarians Melissa Elliott and Anarda Williams and include Book Café, where teens develop public speaking skills and confidence by speaking to their peers about what they are reading; Little Free Libraries, which brought the teens together in summer 2017 to learn about community demographics and develop their teamwork skills; and Murder Mysteries, which calls upon a group of teens to work together to write and perform an interactive murder mystery play. The book highlights the dedication of Library staff in creating programming that is meaningful to teens and that sets them up for future success.