

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”), dated as of the date all parties sign this Agreement (the “Effective Date”) is entered into by and among the City of Burbank and the City Council of the City of Burbank (“Respondents” or “City”), Pickwick Investment, LLC, (“Petitioner”), and Friends of the Rancho for Equestrian Safety (“Intervenor” or “Friends”). The Petitioner, City and Intervenor are individually referred to herein as a Party,” and collectively referred to as the “Parties.”

RECITALS

A. Petitioner, Respondents and Intervenor are parties to an action pending in Los Angeles County Superior Court entitled *Pickwick Investment, LLC v. City of Burbank and City Council of the City of Burbank*, Los Angeles County Superior Court Case No.22STCP01756 (the “Action”).

B. Petitioner submitted a development application pursuant to SB 35, Government Code section 65913.4 (the Application), for a 96-unit residential project, to be located at 921-1001 West Riverside Drive, Burbank, CA (the “Project”).

C. In preparation for the Burbank City Council’s consideration of the Application, City staff prepared 240 draft Conditions of Approval that would be applicable to the Project, as set forth in Exhibit 1 of Attachment 1 to the staff report for the April 18, 2022 City Council meeting (Conditions of Approval).

D. On April 18, 2022, the Burbank City Council denied the Application.

E. On May 9, 2022, Petitioner filed the Action, challenging certain determinations made by the City with respect to the Application and the Project. The Petition on file in the Action alleges violations of SB 35 and the Housing Accountability Act. Respondents and the Intervenor dispute those contentions.

F. The Parties have reached a settlement of their disputes related to and arising out of the Action, the Application and the Project. The terms of this Agreement represent a compromise between the Parties of their disputes. Nothing in this Agreement is intended to be, and should not be construed as, an admission and/or waiver by any Party.

G. Intervenor asserts, and Petitioner disputes, that the Rancho Master Plan was incorporated into the Burbank 2035 General Plan and the Municipal Code through the following actions: Reso. No. 23,927 (adopted May 11, 1993), which adopted General Plan Amendment 93-1 and incorporated the Rancho Master Plan into the General Plan Land Use Element; and Ord. No. 3343 (adopted May 18, 1993), which incorporated Reso. 23,893 (adopted April 6, 1993). Intervenor asserts, and Petitioner disputes, that the Land Use Element of Burbank 2035 (pp. 3-19 to 3-20 and Exh. LU-2; adopted February 19, 2013) specifies and depicts the incorporation of the Rancho Master Plan into the Land Use Element.

H. Intervenor asserts that the Citywide Complete Streets Plan adopted by the City on June 16, 2020 via Resolution no. 20-29,150 and as subsequently amended, includes objective zoning, subdivision, and/or design review standards pursuant to Govt. Code sections 65589.5 and 65913.4. Petitioner disputes Intervenor's contentions.

I. By this Agreement, the intent of the Parties is to enter into a full and complete release and settlement of all claims related to or arising out of the Action, the Application, the Amended Application (as defined below) and the Project, on the terms and conditions set forth herein.

Now therefore, with reference to the foregoing recitals, which are incorporated into this Agreement, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. **Amended Application.** Petitioner now desires to submit for approval by the City an amended application (the "Amended Application") for the Project (the "Amended Project"). The Amended Application with all updated submittals shall be provided to the City no later than October 4, 2022, and shall reflect a reduction in the total number of residential units, from 96 to 92. The Amended Application shall include plans for an equestrian trail parallel to Main Street (from the property boundary to Riverside Drive) and continuing along Riverside Drive west to the property boundary, adjacent to the Project. The equestrian trail shall be ten feet wide, unobstructed, with an eight-foot-wide sidewalk and parkway, with street trees that provide canopy at maturity, and shall be installed during Project construction and completed prior to issuance of the first certificate of occupancy for the Amended Project. The surface of the trail shall be decomposed granite. Petitioner shall provide a two-foot dedication or easement on Riverside and a three-foot dedication or easement on Main. Any concrete crossing of the equestrian path shall include a stiff-broom finish. The trail and sidewalk shall be separated by lodgepole fencing. The Petitioner shall install signage warning exiting vehicular traffic of horse trail/crossing at vehicular exits. The Amended Application and Project shall substantially conform to the equestrian trail, signage, and street crossing design elements set forth in Exhibits A and B to this Agreement. The City shall provide pedestrian/equestrian crosswalk warnings and signal lights (with equestrian appropriate access) consisting of rectangular rapid flashing beacons, or "RRFBs" on the south side of Elm Avenue across Main Street, placed at least eight feet above the sidewalk. If the City and Petitioner determine the Amended Application must include adjustments to any of the requirements specified in this paragraph that do not substantially conform to Exhibit A, such adjustments will occur after consultation with and written consent of Intervenor, which Intervenor shall not unreasonably withhold. The Parties shall resolve any dispute regarding such adjustments in accordance with Paragraph 26. The Amended Application and Project shall incorporate the equestrian trail depicted in Exhibit A and B to this Agreement.

2. **Timing of Hearing.** The City agrees to schedule the hearing before the City Council on the Amended Application on October 25, 2022.

- 3. Joint Request for Stay.** The Parties agree that, within three business days after the Effective Date, the Parties shall jointly submit a request to the Los Angeles Superior Court to stay the Action pending a final decision by the City on the Amended Application (the Stay).
- 4. Equestrian Disclosures.** Consistent with the neighborhood R1-H zoning designation in the vicinity of the project site, Petitioner agrees that the recorded covenants, conditions and restrictions (CC&Rs) for the Project shall state: "The Project is located in the unique Rancho neighborhood of Burbank, with a tradition of horse keeping and respect for horses in the entire neighborhood. This means that there are some effects on Rancho neighborhood residents in the areas of horse traffic, noise, odors, dust, and other impacts." A copy of the CC&R's will be placed in the project files.
- 5. Affordable Housing Percentage.** Ten of the 92 total residential units of the Amended Project shall be designated for low-income households, as defined in Section 50079.5 of the Health & Safety Code, and shall be subject to a deed restriction for a period of fifty-five (55) years, consistent with Government Code Section 65915(c). Developer shall not seek to have additional market-rate residential units added to the Amended Project. Prior to issuance of any building permit for the Amended Project, Petitioner or any successor in interest shall enter into and record an affordable housing agreement or covenant with the City, as required under the Burbank Municipal Code, in a form approved by the City Attorney, consistent with the provisions of this Agreement. The City shall provide Intervenor a copy of this agreement and covenant within five (5) calendar days of its execution. This is a material term of this Agreement.
- 6. Sewer Study.** The Sewer Study and fire flow test data related to the Project shall be made available to all Parties by September 27, 2022. The Project's connection to the City's sewer system is contingent upon the Developer satisfying the conditions listed in the Conclusion of the Sewer Study.
- 7. Project Fees.** The City fee schedule in effect at the time Petitioner submitted the original Application shall apply to the Amended Project. Petitioner will not seek utility undergrounding reimbursement from the City, or any development impact fee reduction or other credits from the City for the Amended Project.
- 8. Street Widening.** The City agrees that widening Main Street will no longer be required as a condition of approval for the Amended Project, and therefore the City agrees to eliminate Conditions of Approval No. 32 and other conditions that pertain to the widening of Main Street. Notwithstanding the foregoing, and except as necessary to reflect the project design revisions and the incorporation of the equestrian trail in Section 1, above, the City agrees to impose Conditions of Approval that substantially conform to the Conditions of Approval referred to in Recital C of this Agreement.
- 9. Mutual Access.** Petitioner and Respondents' representatives agree to make themselves mutually available to resolve any technical issues that may arise. Intervenor's representatives agree to make themselves available with respect to any issues regarding the equestrian trail and signage.

10. Maintenance of Equestrian Trail and Parkway. The City shall have responsibility for reasonable maintenance of the equestrian trail, which maintenance shall occur at least annually. The maintenance of the parkway shall occur according to City policy.

11. Construction Noise Attenuation. The City shall pay for, and Petitioner will install, sound blankets along the chain link fence surrounding the Project site, on the days and at the times when demolition, grading, site improvements, or construction activity will take place on the site. The Parties acknowledge that Condition of Approval No. 27 requires the Petitioner as ‘Project Applicant’ to identify, to the City’s satisfaction, a Noise Disturbance Coordinator to respond to noise complaints related to construction noise, and to determine the cause of the noise complaint, (e.g. starting too early, malfunctioning muffler etc.) and implement reasonable measures to resolve those complaints.

12. Construction/Demolition Information. Petitioner agrees to strictly comply with the requirements of Burbank Municipal Code section 9-1-1-105.10 regarding construction hours. All demolition, grading, site improvements and construction will take place between the hours of 7 am and 7 pm Monday through Friday and 8 am to 5 pm Saturdays. No construction will take place on Sundays and holidays. Petitioner will also comply with Condition of Approval No. 21, which requires Petitioner, as applicant, to provide a Construction Management Plan (CMP), available to the public, that includes a schedule for demolition, construction staging, traffic coordination, and construction hauling. The CMP shall provide a comprehensive outline of how the Applicant and Contractor (as those terms are defined in Condition of Approval No. 21) shall implement construction work at the project site and vicinity. Petitioner’s counsel shall email the CMP to counsel for the Intervenor upon approval of the CMP. Petitioner shall update the CMP as required by the terms of the CMP. Petitioner’s counsel shall email updates of the CMP to Intervenor’s counsel. Petitioner shall post the schedule for demolition and grading on site, readily visible from the public right-of-way.

13. Rancho Specific Plan/Zoning Ordinance Amendments. The City shall commit to consider the preparation of a Rancho Specific Plan. Such consideration shall occur prior to March 31, 2023.

14. General Plan and/or Zoning Ordinance Amendments. Intervenor may propose a General Plan amendment or Municipal Code amendment or ordinance clarifying the meaning of the phrase “with discretionary approval” stated in Ordinance no. 3839 (eff. May 24, 2013). The City shall waive all application and processing fees if Intervenor applies for a General Plan amendment or Municipal Code amendment pursuant to this paragraph. Any proposed amendment will not request retroactive application to the Project.

15. SB 35 Project Website. The City will update its website listing SB 35 projects within 21 calendar days of applications being filed.

16. Training. By March 31, 2023, the City shall retain a qualified consultant external to the City to provide training to City Council and Planning Board members, and City staff, regarding state housing law updates and public communication. The training may also include the substance of any legislative changes, examples of “objective standards” and local agency

practices in implementing state housing laws. The training shall be open to the public and available to remote participants.

17. Dismissal of Action. Petitioner acknowledges and agrees that execution of this Agreement in no way pre-commits the City or the City Council in reviewing the Amended Application, beyond the limitations imposed by controlling law; that nothing in this Agreement obligates the City or the City Council to take any particular action with respect to the Amended Application and that the City may not commit to planning approvals by contract. The City makes no representation regarding its ability or willingness to approve the Amended Application and/or the Amended Project. If the Amended Application is approved by the City Council, Petitioner agrees to dismiss the Action with prejudice within seven days of Approval.

18. Waiver and Release.

a. Release of City. In the event of dismissal of the Action pursuant to paragraph 17 above, Petitioner, along with its representatives, bona fide purchasers, members, officers, directors, managers, employees, agents, contractors, affiliates, successors, assigns, creditors, heirs, executors, and administrators, and Intervenor, and its officers, directors, agents, assigns and representatives, will and shall be deemed to release, waive all claims against and forever discharge Respondents, and each of their elected officials, members, officers, managers, employees, agents, contractors, affiliates, successors, assigns, creditors, attorneys, heirs, executors, and administrators, from any and all claims for damages, equitable relief, actions for a writ of mandate, demands, causes of action, damages, liabilities, and obligations, of whatever description or nature, arising out of, directly or indirectly, or relating in any manner to the following, whether individually or collectively: the Action, the Application, the Amended Application, the Project and the Amended Project, including but not limited to any claims for compensation, indemnity, entitlements, reversionary interests, severance damages, special damages, inverse condemnation damages, interest, litigation expenses, attorneys' fees, and costs, whether now known or unknown, and whether now existing or later arising.

b. Release of Petitioner. In the event of dismissal of the Action pursuant to paragraph 17 above, Intervenor, and its officers, directors, agents, assigns and representatives, will and shall be deemed to release, waive all claims against and forever discharge Petitioner, along with its representatives, bona fide purchasers, members, officers, directors, managers, employees, agents, contractors, affiliates, successors, assigns, creditors, heirs, executors, and administrators, from any and all claims for damages, equitable relief, actions for a writ of mandate, demands, causes of action, damages, liabilities, and obligations, of whatever description or nature, arising out of, directly or indirectly, or relating in any manner to the following, whether individually or collectively: the Action, the Application, the Amended Application, the Project and the Amended Project, including but not limited to any claims for compensation, indemnity, entitlements, reversionary interests, severance damages, special damages, inverse condemnation damages, interest, litigation expenses, attorneys' fees, and costs, whether now known or unknown, and whether now existing or later arising.

c. Release of Intervenor. In the event of dismissal of the Action pursuant to paragraph 17 above, Petitioner, City, and their respective officers, directors, members, agents, assigns and representatives, will and shall be deemed to release, waive all claims against and

forever discharge Intervenor, along with its representatives, members, officers, directors, managers, employees, agents, contractors, affiliates, successors, assigns, creditors, heirs, executors, and administrators, from any and all claims for damages, equitable relief, actions for a writ of mandate, demands, causes of action, damages, liabilities, and obligations, of whatever description or nature, arising out of, directly or indirectly, or relating in any manner to the following, whether individually or collectively: the Action, the Application, the Amended Application, the Project and the Amended Project, including but not limited to any claims for compensation, indemnity, entitlements, reversionary interests, severance damages, special damages, inverse condemnation damages, interest, litigation expenses, attorney fees, and costs, whether now known or unknown, and whether now existing or later arising.

d. Alternative Revival of Action. If the Amended Application is (i) denied, (ii) approved with terms inconsistent with this Agreement, or (iii) approved with Project modifications or conditions of approval unacceptable to Petitioner, the Stay may be lifted within thirty calendar days of the City's decision on the Amended Application or failure to timely act thereon by filing and serving a "Notice of Lifting of Stay" upon all other Parties, and the Action may be revived. If the Stay is lifted, the Action will resume with the Parties' rights, causes of action, and defenses intact and as they existed immediately prior to the Stay. The Parties further agree that should the Stay be lifted this Agreement, the Amended Application and the City's processing and consideration of the Amended Application, including without limitation the City's Council's determination, if any, shall be inadmissible in the Action.

19. Force Majeure. Performance by either Party shall not be deemed to be in default where delays are due to natural disasters that are not caused by and are outside the reasonable control of the Parties, including without limitation war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, quarantine restrictions, freight embargoes, acts of terrorism, acts of the public enemy, epidemics or pandemics, government order, court order, or other similar causes beyond the control of the defaulting Party, the acts or failures to act of a public agency other than the City. An extension of time for any such cause shall be for the period of the enforced delay, shall commence to run from the time of commencement of the cause, and will be deemed granted if notice by the Party claiming such extension is sent to the other within ten (10) days from the commencement of the cause and such extension of time is not rejected in writing by the other Party within ten (10) days of receipt of the notice. In the event the other Party rejects such notice, the Parties shall meet and confer in good faith for a period of at least 10 calendar days. In no event shall the cumulative period of enforced delay under this Section exceed six months.

20. Indemnity. Petitioner agrees to defend, with counsel acceptable to the City, indemnify, release and hold harmless the City, its elected officials, agents, officers, attorneys, employees, boards and commissions ("Indemnitees") from any claim, action or proceeding brought against any of the indemnitees, the purpose of which is to attack, set aside, void or annul the approval of this Settlement Agreement, the Application, the Amended Application, the Project or the Amended Project. This indemnification shall include, but not be limited to, costs, expenses, liabilities, judgments, damages and attorney fees or expert witness fees that may be reasonably incurred by the Indemnitees, arising out of or in connection with the Application, the Amended Application or the Amended Project. Nothing in this Settlement Agreement shall prohibit the City from participating in the defense of any such claim, action or proceeding. In the event that Petitioner is required to defend the Indemnitees in connection with any claim, action or

proceeding, the City shall retain the right to (i) approve the counsel to so defend the Indemnitees, (ii) approve all significant decisions concerning the matter in which the defense is conducted, and (iii) approve any and all settlements, which approvals shall not be unreasonably withheld by the City. The City shall also have the right not to participate in its defense, except that the City agrees to cooperate with the Petitioner in the defense of any such claim, action or proceeding. The City shall use best efforts to keep defense costs reasonable, including but not limited to counsel for Petitioner take the lead in the defense of any litigation brought to challenge to this Settlement Agreement, the Application, the Amended Application, the Project or the Amended Project. This indemnity survives any sale of the property underlying the Amended Project and shall be binding upon Petitioner's successors and assigns.

21. Civil Code Section 1542. Subject to the conditions provided therein, the Parties intend for the waivers and releases pursuant to paragraph 18 hereof to be and to constitute a full general release and to constitute a full and final accord and satisfaction extending to all claims arising out of or relating to the following, whether individually or collectively: the Action, the Application, the Project, the Amended Project and the Amended Application, whether the same are known, unknown, suspected, anticipated, unsuspected, or unanticipated. Contingent upon dismissal of the Action pursuant to paragraph 17, Petitioner, by signing this Agreement, agrees and warrants that it has read, understood, and expressly releases and waives the provisions of California Civil Code Section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

22. Evidence Code Section 1152. The terms of this Agreement, and all communications and drafts related to this Agreement, are subject to Evidence Code section 1152, and shall not be admissible.

23. Further Action. Consistent with the terms of the Section 1542 Release in paragraph 21 of this Agreement, in consideration of all Parties' satisfaction of their obligations under this Agreement, and upon dismissal of the Action, Petitioner and Intervenor will not pursue additional litigation (other than the Action, which may be resumed by Petitioner under the conditions set forth in this Agreement, or any claim for breach or enforcement of this Agreement) against the City in any state or federal court or before any local, state or federal agency, with respect to the matters alleged in the Action and arising out of or relating to the Action, the Application, the Amended Application, the Project and the Amended Project.

24. Acknowledgment of Project Benefits and Non-Opposition. The Intervenor agrees to acknowledge the benefits of the Amended Project, and agrees not to file any challenge to the approval of the Amended Application, so long as Amended Project complies with the terms of this Agreement. All Parties agree to cooperate in the defense of this Agreement against any challenges by any third parties. Upon execution of this Agreement by all Parties, Petitioner and

the City shall jointly request that the State Attorney General, the California Department of Housing and Community Development, and YIMBY Law refrain from any litigation or other enforcement action against the City related to or arising out of the Action, the Project, the Amended Project, the Application or the Amended Application.

25. Attorneys' Fees. If the City approves the Amended Application, not later than 20 calendar days following the date of such approval, and contingent upon dismissal with prejudice of the Action, Respondent shall pay to Petitioner the total sum of \$100,000 as full, complete and final satisfaction of all claims by Petitioner and/or any of its representatives for any attorneys' fees and/or costs related to or arising out of the Action, the Application, the Amended Application, the Project and the Amended Project. Consistent with paragraph 18(c) of this Agreement, and for the avoidance of doubt, if the City approves the Amended Application, and contingent upon dismissal with prejudice of the Action, Petitioner agrees not to seek attorneys' fees or costs, in or arising from this Action, from Intervenor.

26. Dispute Resolution/Attorneys' Fees. If any Party believes that another Party is in breach of the terms set forth in this Agreement, the Party asserting the breach shall give written notice to the other Party of the alleged breach, which notice shall set forth with reasonable particularity the alleged breach. The Parties shall meet, confer and attempt to resolve the alleged breach within 30 days of such notice. If the Parties are unable to resolve their dispute through informal negotiations or mediation within 60 days from the date of written notice of the alleged breach, the Party asserting a breach may seek judicial enforcement of the Agreement. If any Party initiates a legal action to enforce the terms of this Agreement, then upon the finality of a judgment entered by a court of competent jurisdiction and upon a motion by the prevailing party before a court of competent jurisdiction, a court of competent jurisdiction shall award such prevailing party reasonable attorney's fees and costs incurred in connection with such action.

27. No Precedent. The terms of this Settlement Agreement are the product of a compromise and entered into in order to resolve pending litigation. The terms have no precedential value in relation to City policy or practice.

28. No Admission of Liability. Nothing contained herein shall be construed as an admission or acknowledgment of any fact, legal issue, claim or defense on the part of any Party; any such interpretation of this Agreement is hereby expressly disclaimed.

29. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. Signatures provided by facsimile or electronic image shall have the same force and effect as original signatures.

30. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be delivered personally or by certified mail (return receipt requested) and emailed to the respective Party as follows:

If to City: Attn: Justin Hess
City Manager
City of Burbank
275 E. Olive Avenue
Burbank, CA 92024
E-mail: jhess@burbankca.gov

With Copies to: Joseph McDougall
City Attorney
City of Burbank
275 E. Olive Avenue
Burbank, CA 92024
E-mail: jmcdougall@burbankca.gov

Dolores Bastian Dalton
Goldfarb & Lipman LLP
1300 Clay Street, Eleventh Floor
Oakland, CA 94612
E-mail: ddalton@goldfarblipman.com

If to Petitioner: Pickwick Investment, LLC
27702 Crown Valley Parkway, Suite D-4-197
Ladera Ranch, CA 92694
E-mail: matt@walbern.com

With Copies to: Scott Birkey
Cox, Castle & Nicholson LLP
50 California Street, Suite 3200
San Francisco, California 94111-4710
E-mail: sbirkey@coxcastle.com

If to Intervenor: Friends of the Rancho for Equestrian Safety
P.O. Box 367
Burbank, CA 91503-0367
E-mail: friendsoftheburbankrancho@gmail.com

With Copies to: Jamie T. Hall
Channel Law Group, LLP
8383 Wilshire Blvd., Suite 750
Beverly Hills, CA 90211
Email: jamie.hall@channellawgroup.com

Any Party may change the address stated herein by giving notice in writing to the other Parties, and thereafter notices shall be addressed and transmitted to the new address. Notices shall be deemed delivered when they are (1) delivered personally or by certified mail (return receipt requested) and (2) sent by email.

31. Headings. The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

32. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this section shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.

33. Waivers. Except as otherwise specified herein, waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

34. Each Party's Role in Drafting the Agreement. Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

35. Governing Law; Venue. This Agreement shall be governed by the laws of the State of California. Any suit, claim or legal proceeding of any kind related to this Agreement shall be heard and filed in a court of competent jurisdiction in the County of Los Angeles.

36. Integration and Modifications. This Agreement contains all the representations and the entire agreement and understanding among the Parties with respect to the subject matter hereof, and supersedes all prior understandings, agreements (whether written, verbal, implied or otherwise) and communications with respect thereto. None of the terms hereof shall be amended, waived, or otherwise modified except pursuant to a written instrument duly executed by the Parties.

37. No Third Party Beneficiaries. Nothing in this Agreement, whether express or implied, is intended (i) to confer any rights, benefits or remedies under or by reason of this Agreement on any person or entity other than the Parties and their respective successors and assigns, (ii) to relieve, terminate or discharge any obligation or liability of any person or entity not a party to this Agreement to any Party hereto, or (iii) to give any third person or entity any right of subrogation or action against any party.

38. Cooperation in Challenge to Settlement Agreement. The Parties shall mutually cooperate with each other in any litigation, administrative action, or other proceeding brought by a third party or parties challenging this Agreement.

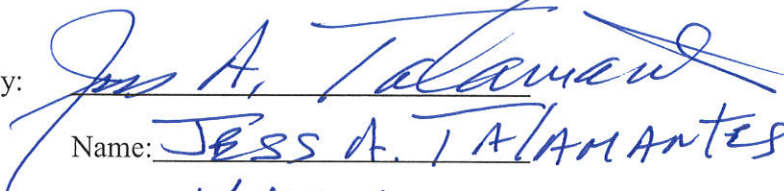
39. Binding on Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and the Parties' successors, administrators, managers, assigns, and employees, and shall be binding upon and shall inure to the benefit of the Parties' officers and agents acting in their official capacity. If Petitioner transfers the property or entitlements, then Petitioner shall provide notice to City and Intervenor within ten (10) calendar days of such transfer. This notice requirement shall expire upon the issuance of the first Certificate of Occupancy for the Project.

40. Authority to Enter into Agreement. Each Party covenants and represents that it is fully authorized to enter into this Agreement and to carry out the obligations provided for herein. Each signatory to this Agreement represents and covenants that he or she possesses the necessary capacity and authority to sign and enter into this Agreement and to bind the Party on whose behalf he or she is a signatory.

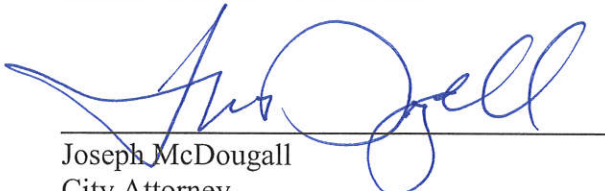
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties do hereby agree to the full performance of the terms set forth herein.

CITY OF BURBANK and CITY COUNCIL OF THE CITY OF BURBANK

By: 
Name: JESS A. TALAMANTES
Title: MAYOR
Dated: 10-4, 2022


APPROVED AS TO FORM:


Joseph McDougall
City Attorney


PICKWICK INVESTMENT, LLC

By: 
Name: Matt waken
Title: Manager
Dated: 10/3/2022, 2022

APPROVED AS TO FORM:


Scott Birkey
Attorney for Pickwick Investment, LLC
COX, CASTLE & NICHOLSON LLP

FRIENDS OF THE RANCHO FOR EQUESTRIAN SAFETY

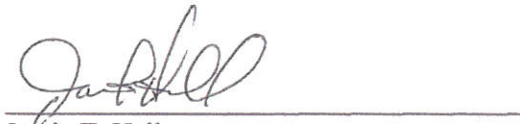
By: 

Name: Emily Gabel

Title: Director - Friends of the Rancho for Equestrian Safety

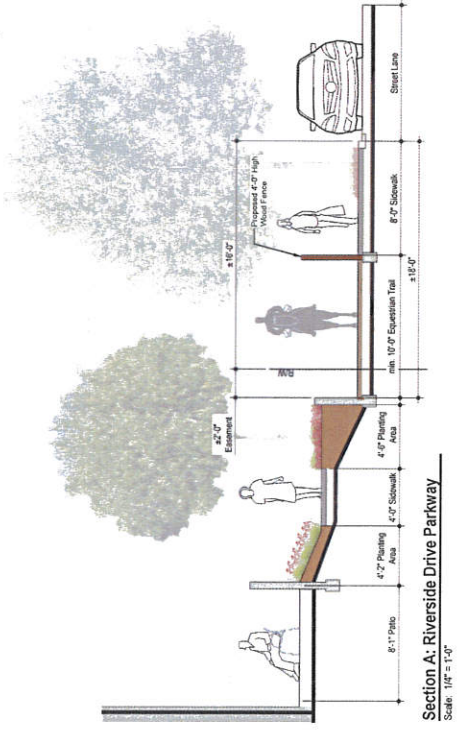
Dated: _____ October 3 , 2022

APPROVED AS TO FORM:

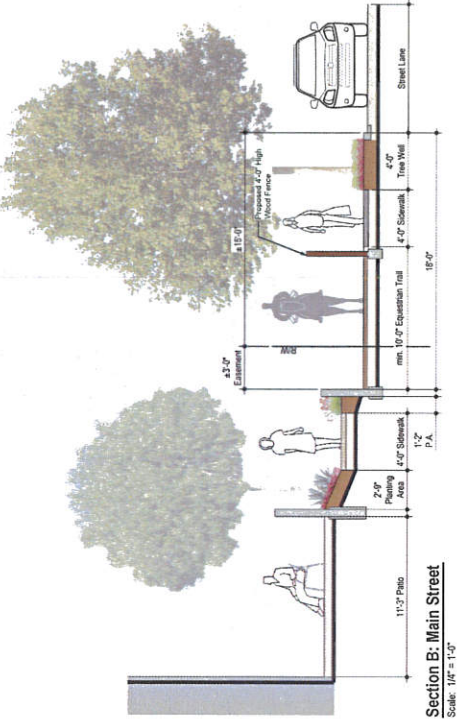


Jamie T. Hall
Channel Law Group, LLP
8383 Wilshire Blvd., Suite 750
Beverly Hills, CA 90211

Exhibit A



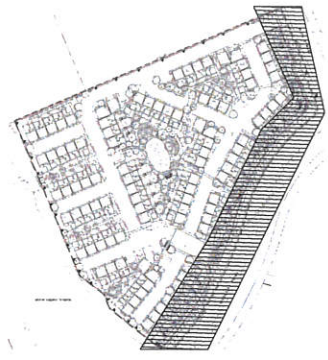
Section A: Riverside Drive Pathway
Scale: 1/4" = 1'-0"



Section B: Main Street
Scale: 1/4" = 1'-0"



Plan View
Scale: 1" = 30'-0"



Key Map
Scale: NTS



MJIW Investments, LLC

Project No. MIM04
Date: Sept. 23, 2022



Burbank-Riverside PAD

Complete Street Exhibit

Exhibit B

Proposed Rectangular Rapid Flashing Beacon Pedestrian Crossing Conceptual Plan

1 inch = 40 feet

