ORDINANCE NO._____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF BURBANK APPROVING PLANNED DEVELOPMENT NO. 26-1, A DEVELOPMENT AGREEMENT, AND A DEVELOPMENT REVIEW FOR THE 2500 NORTH HOLLYWOOD WAY DUAL-BRAND HOTEL PROJECT

(PROJECT NO. 16-0003953, PLANNED DEVELOPMENT, DEVELOPMENT AGREEMENT, AND DEVELOPMENT REVIEW)

City Attorney's Synopsis

This Ordinance approves Planned Development No. 26-1, a Development Agreement, and Development Review for the 2500 North Hollywood Way Dual-Brand Hotel Project. Planned Development No. 26-1 amends existing Planned Development No. 89-1 with respect to a certain 11.76 acre property (the Project Site), and establishes the zoning regulations and development standards applicable to the Project Site, including the existing Marriott Hotel and convention center and the proposed 420-room dual-brand Aloft and Residence Inn hotel, detached parking garage, and related site improvements. After approval, the Project Site's zoning will change from Planned Development 89-1 to Planned Development No. 26-1.

THE COUNCIL OF THE CITY OF BURBANK FINDS, DETERMINES, AND DECLARES THAT:

A. AWH Burbank Hotel II, LLC ("Applicant") submitted applications for a Planned Development rezone, Development Agreement, and Development Review for Project No. 16-0003953, located on an approximately 11.76-acre site at 2500 North Hollywood Way that is currently zoned Planned Development No. 89-1 (PD 89-1) and designated Regional Commercial by the Burbank2035 General Plan (the "Project"). The entitlement application includes the following:

(1) **Planned Development**. The Applicant requests approval of a Planned Development to rezone the approximately 11.76-acre Project Site from Planned Development No. 89-1 (PD 89-1) to Planned Development No. 26-1 (PD 26-1). Pursuant to BMC Sections 10-1-19118 through 10-1-19134, the Planned Development would establish site-specific land uses, development standards, and regulations governing the existing Marriott Hotel and convention center, the proposed 420-room dual-brand Aloft and Residence Inn hotel, detached parking garage, and related site improvements.

(2) **Development Agreement**. The Applicant requests approval of a ten-year Development Agreement between the City and Applicant pursuant to BMC Sections 10-1-1997 et seq., attached hereto as Exhibit A and incorporated herein by this reference. The Development Agreement establishes the applicable development regulations, vesting provisions, Project obligations, Conditions of Approval, and public and community benefits governing implementation of the Project during the term of the Agreement.

(3) **Development Review**. The Applicant requests approval of a Development Review pursuant to BMC Sections 10-1-1909 through 10-1-1912 for the proposed 420-room dual-brand hotel, detached four-story parking garage, and associated site and public improvements. The Development Review is required to review the Project's site plan, building design, circulation, parking, landscaping, and related improvements for consistency with the applicable provisions of the BMC, including the development standards established by PD 26-1.

B. A Draft Environmental Impact Report ("Draft EIR") was prepared for the Project in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA"), the State CEQA Guidelines (14 California Code of Regulations Section 15000 et seq.), and the City's CEQA procedures. The Draft EIR was circulated for a 45-day public review and comment period from December 16, 2024, through January 29, 2025. A Final Environmental Impact Report ("Final EIR"), dated October 2026, was subsequently prepared and includes the Draft EIR, comments received during the public review period, responses to comments, and the Project's Mitigation Monitoring and Reporting Program ("MMRP"). The Final EIR was made available to the public and provided to commenters on the Draft EIR more than ten (10) days prior to the City Council's consideration of the Final EIR and the Project at a duly noticed public hearing.

C. On October 12, 2026, the Planning Commission held a duly noticed public hearing on Project No. 16-0003953, including the proposed Planned Development, Development Agreement, Development Review, and associated environmental review. The Planning Commission considered the staff report and recommendations of the City Planner, the Project application and plans, the proposed Planned Development zoning regulations, the proposed Development Agreement, the proposed Conditions of Approval, the Final EIR, and evidence presented at the public hearing. Following its consideration of the Project, the Planning Commission voted to adopt a resolution recommending that the City Council certify the Final EIR, adopt the required CEQA Findings of Fact and Statement of Overriding Considerations and MMRP, and adopt an ordinance approving the Planned Development, Development Agreement, and Development Review, subject to the Project Conditions of Approval.

D. The Planning Commission determined that the findings required for approval of the Planned Development, Development Agreement, and Development Review could be made. Specifically, the Planning Commission found that the proposed Planned Development is consistent with the Burbank2035 General Plan and satisfies the applicable findings and design criteria set forth in BMC Sections 10-1-19127 and 10-1-19124; that the Development Agreement is consistent with the Burbank2035 General Plan pursuant to BMC Section 10-1-19110; and that the Development Review is consistent with all applicable provisions of the Burbank Municipal Code pursuant to BMC Section 10-1-1912(A).

E. In accordance with California Government Code Section 65860, the proposed Planned Development and this Ordinance were determined to be consistent with the Burbank2035 General Plan, including the Regional Commercial land use designation and the applicable goals, policies, and objectives of the Land Use and Mobility Elements.

F. On November 17, 2026, the City Council, at its regular meeting, held a duly noticed public hearing on Project No. 16-0003953, including Planned Development No. 26-1, a Development Agreement, and Development Review for the 2500 North Hollywood Way Dual-Brand Hotel Project, which would allow development of a new 420-room dual-brand Aloft and Residence Inn hotel, a detached parking garage, and related site and public improvements at 2500 North Hollywood Way. As part of its consideration of the Project, the City Council also considered the environmental review prepared pursuant to the CEQA, including the Draft EIR, Final EIR, comments and responses to comments, CEQA Findings of Fact, Statement of Overriding Considerations, and MMRP.

G. Notice of the public hearing was provided in accordance with BMC Section 10-1-19127.

H. The City Council considered the report and recommendations of the City Planner, the action and recommendation of the Planning Commission as evidenced by Planning Commission Resolution No. 3493, and all evidence, testimony, and other information presented at the public hearing.

I. Resolution No _____, the City Council certified the Final EIR for the Project as having been completed in compliance with CEQA and adopted the required CEQA Findings of Fact, Statement of Overriding Considerations, and MMRP.

J. The City Council finds that the findings required for approval of the Planned Development, Development Agreement, and Development Review can be made, as set forth below.

FINDINGS FOR A PLANNED DEVELOPMENT:

Pursuant to BMC Sections 10-1-19127 and 10-1-19124, the following findings and design criteria apply to the proposed Planned Development:

1. *The Planned Development is consistent with the General Plan and applicable community plans.*

   This finding can be made. The Project is consistent with several goals and policies of the Burbank2035 General Plan, including Land Use Goal 1, Policy 1.1 (Quality of Life); Land Use Goal 2, Policies 2.2 and 2.3 (Sustainability); Land Use Goal 6, Policy 6.1 (Economic Vitality and Diversity); and Land Use Goal 11, Policies 11.1 through 11.4 (Regional Commercial Land Use). The Project Site is designated Regional Commercial, which is intended to accommodate larger-scale commercial and employment destinations that serve both the local community and the broader region, including hotel, convention, dining, entertainment, and other visitor-serving uses, while promoting high-quality development and access by multiple modes of transportation. The Project would advance these objectives by further developing an established hotel and convention center site, redeveloping an underutilized portion of the site, generating new employment, visitor spending, and transient occupancy tax revenue, and providing public infrastructure and transportation improvements. Enhanced sidewalks, pedestrian lighting, bicycle facilities, a pedestrian paseo,

Metrolink shuttle service, and transportation demand management measures would also support the General Plan's emphasis on accessibility, sustainable infill development, economic vitality, and the continued success of Regional Commercial centers.

2. *The design criteria identified in BMC Section 10-1-19124 are satisfied*.

The This finding can be made. BMC Section 10-1-19124 establishes nine design criteria for Planned Developments. The Project satisfies these criteria as follows:

A. Comprehensive Design. The proposed Planned Development provides a comprehensive regulatory and development framework for the entire 11.76-acre Project Site, including the existing Marriott Hotel and convention center, the proposed dual-brand hotel and parking garage, landscaping, circulation, parking, permitted uses, and future development standards. The Project is also substantially consistent with the Regional Commercial General Plan designation.

B. Open Areas, Circulation, Parking, and Pedestrian Amenities. The Project provides coordinated internal circulation, 1,051 on-site parking spaces, landscaped areas, bicycle facilities, pedestrian lighting, and pedestrian connections throughout the Project Site. The Project also includes a lighted pedestrian paseo providing a connection between Thornton Avenue and Avon Street. These improvements integrate the proposed hotel and garage with the existing hotel and convention center, while providing enhanced bike and pedestrian improvements within the adjacent public right-of-way to the benefit of the surrounding community.

C. Compatibility with Adjoining Land Uses. The Project Site is already developed with hotel and convention uses and is surrounded predominantly by commercial, office, transportation, and airport-related uses. The proposed hotel would provide an additional visitor-serving use on the property. Project design features and Conditions of Approval addressing building placement, circulation, landscaping, lighting, construction, enhanced bike and pedestrian infrastructure within the adjacent public right-of-way and operation further support compatibility with surrounding uses.

D. Private Circulation. Internal drive aisles, hotel drop-off and valet areas, pedestrian pathways, bicycle facilities, loading areas, and access points have been designed to provide for the safe and efficient movement of vehicles, pedestrians, and bicyclists throughout the Project Site.

E. Public Street System. The Project includes improvements along Thornton Avenue, Avon Street, and surrounding streets to improve pedestrian, bicycle, and vehicular circulation. These improvements include sidewalks, bicycle facilities, pedestrian lighting, and other public right-of-way improvements. Conditions of Approval also require final review and approval of off-site improvement, signing, striping, and circulation plans.

F. Residential Common and Recreational Facilities. This criterion is not applicable because no residential uses are proposed as part of the Project.

G. Architectural Design and Appearance. The proposed hotel and parking structure have been designed as coordinated components of the overall Project Site. The proposed Planned Development also requires a comprehensive Master Sign Program and establishes development standards addressing building setbacks, height, landscaping, and other design features to maintain a coordinated appearance throughout the site.

H. Variety of Uses and Facilities. The Project Site would continue to provide hotel and convention uses and would add a second dual-brand hotel with associated guest amenities. Together, these uses provide a range of visitor-serving and commercial facilities that complement the existing convention center and nearby airport and transit facilities.

I. Energy Conservation. The Project incorporates energy-conservation and sustainability measures, including energy-efficient systems and photovoltaic generation with battery storage equipment.

FINDINGS FOR A DEVELOPMENT AGREEMENT:

Pursuant to BMC Section 10-1-19110, the proposed Development Agreement must be consistent with the Burbank2035 General Plan and any applicable specific plans:

1. *The proposed Development Agreement is consistent with the Burbank2035 General Plan and any applicable specific plans.*

   This finding can be made. There is no applicable specific plan governing the Project Site; therefore, pursuant to BMC Section 10-1-19110, the Development Agreement is evaluated for consistency with the Burbank2035 General Plan. As discussed above, the Project is consistent with the Regional Commercial land use designation and advances the General Plan's economic development and mobility objectives by providing additional visitor-serving commercial development, employment opportunities, transportation improvements, and other community benefits.

   The Development Agreement would establish the framework for implementation of the Project over a ten-year term, including the respective rights and responsibilities of the City and Developer, and would incorporate the Project's Conditions of Approval and environmental mitigation requirements. It would also secure a range of community benefits, including monetary contributions for public safety, transit, Metrolink maintenance, and neighborhood protection; ongoing maintenance of specified public right-of-way improvements; transportation demand management measures; sustainability requirements; and off-site pedestrian, bicycle, and utility improvements. Collectively, these provisions support orderly development of the Project Site while providing tangible benefits to the City and community. Therefore, staff finds that the

proposed Development Agreement is consistent with the Burbank2035 General Plan and satisfies the requirements of BMC Section 10-1-19110.

FINDINGS FOR A DEVELOPMENT REVIEW:

Pursuant to BMC Section 10-1-1912(A), a Development Review application may be approved when the review authority finds that the application and Project are consistent with all applicable provisions of the Burbank Municipal Code:

1. *The Project is consistent with all applicable provisions of the Burbank Municipal Code.*

   This finding can be made. The Project has been reviewed for compliance with the proposed Planned Development zoning regulations and other applicable provisions of the BMC. The Project's proposed use, FAR, building height, setbacks, parking, loading, circulation, landscaping, and other development features are consistent with the standards established by the proposed Planned Development, as conditioned.

   The proposed hotel would be integrated into the existing hotel and convention center site through coordinated internal drive aisles, a new hotel entrance and porte-cochere along Thornton Avenue, pedestrian connections, and a lighted paseo extending between Thornton Avenue and Avon Street. The detached parking garage would consolidate a substantial portion of the required parking while retaining surface and event parking. The Project would provide 1,051 on-site parking spaces, exceeding the 1,021 spaces identified as necessary under the Project's Parking Utilization and Demand Analysis.

   The Project plans also include landscaping, pedestrian lighting, bicycle facilities, valet circulation, loading areas, and associated on- and off-site circulation improvements. The Conditions of Approval require further review and approval of construction, grading, utility, off-site improvement, traffic-control, and parking-management plans prior to issuance of applicable permits. Based on the Project plans and Conditions of Approval, staff finds that the Project can comply with all applicable provisions of the BMC and that the finding required by BMC Section 10-1-1912(A) can be made.

THE COUNCIL OF THE CITY OF BURBANK DOES ORDAIN AS FOLLOWS:

SECTION 1. FINDINGS AND APPROVALS. All findings set forth above are true and correct and incorporated herein as if restated in their entirety. The Development Agreement, Planned Development No. 26-1, and Development Review are approved by the City Council. The zoning for the Project Site is amended in accordance with these approvals and BMC Section 10-1-19111.

SECTION 2. AMENDMENT TO THE ZONING MAP. The City Planner is instructed to change the zoning designation of the approximately 11.76-acre Project Site at 2500 North Hollywood Way from Planned Development No. 89-1 (PD 89-1) to Planned Development No. 26-1 (PD 26-1) on the City's Official Zoning Map.

SECTION 3. EXECUTING OF THE DEVELOPMENT AGREEMENT. The City Manager is hereby authorized to execute and deliver the Development Agreement and any easements, covenants, and other documents necessary to implement and carry out the Development Agreement, with such non-substantive changes, insertions, or omissions as may be approved by the City Attorney. The City Clerk is hereby authorized to attest to such execution.

SECTION 4. CONTINUED EFFECT OF PLANNED DEVELOPMENT. The expiration, termination, invalidation, or unenforceability of the Development Agreement shall not affect the validity or enforceability of the Project Site's zoning designation as Planned Development No. 26-1 (PD 26-1) or the zoning and development regulations adopted pursuant to this Ordinance. PD 26-1 and its applicable development regulations shall remain in full force and effect unless and until amended or repealed in accordance with applicable law. Upon the Development Agreement ceasing to be in effect, any vested development rights granted thereunder shall also cease; however, PD 26-1 and its applicable development regulations shall remain in effect without such vested rights.

SECTION 5. SEVERABILITY. If any provision of this Ordinance or its application is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions, sections, or applications of the Ordinance, which can be given effect without the invalid provision or application, and to this end each phrase, section, sentence, or word is declared to be severable.

SECTION 6. **ENVIRONMENTAL ASSESSMENT.** The City Council has reviewed and considered the environmental effects of the Project in accordance with the CEQA and the State CEQA Guidelines. Prior to adoption of this Ordinance, the City Council, by Resolution No. _____, certified the Final EIR for the Project, adopted the required CEQA Findings of Fact and Statement of Overriding Considerations, and adopted the MMRP. The City Council finds that the environmental impacts of the Project, including the actions approved by this Ordinance, have been adequately analyzed in the Final EIR. The mitigation measures identified in the MMRP are incorporated into and made enforceable through the Project approvals. The City Planner, or designee, is authorized and directed to file a Notice of Determination in accordance with CEQA.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective at 12:01 a.m. on the thirty-first (31st) day after the date of adoption**.**

PASSED AND ADOPTED this__day of _____, 2026.

_____
Tamala Takahashi
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

_____
Kimberley Clark, City Clerk

_____
Kane Thuyen
Senior Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Ordinance No._____ was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the_____day of ___, 2026, by the following vote:

AYES:

NOES:

ABSENT:

I further certify that said Synopsis was published as required by law in a newspaper of general circulation in the City of Burbank, California within 14 days following its__, 2026 adoption.

_____
Kimberley Clark, City Clerk

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Burbank
275 East Olive Avenue
P.P. 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

AWH BURBANK HOTEL II, LLC

PLANNED DEVELOPMENT NO. 2026-1 (PROJECT NO. 16-0003953)

“2500 NORTH HOLLYWOOD WAY” PROJECT

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BURBANK AND **AWH BURBANK HOTEL II, LLC**

PLANNED DEVELOPMENT NO. 2026-1
(PROJECT NO. 16-0003953)

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into this _____, _____, by and among the CITY OF BURBANK, a charter city and municipal corporation (the "City"), and AWH BURBANK HOTEL II, LLC ("AWH BURBANK HOTEL II, LLC", "Owner" or "Applicant"). The City and Owner are from time to time hereinafter referred to individually as a "party" and collectively as the "parties."

R E C I T A L S

A. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the California Legislature 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 the consideration of development agreements. Such rules and regulations are codified in the Burbank Municipal Code ("BMC") at Sections 10-1-1997 et seq. (the "Development Agreement Ordinance"). This Development Agreement has been processed, considered, and executed in accordance with State law and the Development Agreement Ordinance.

C. The City has also adopted BMC Sections 10-1-19118 et seq. (the "Planned Development Ordinance"), establishing the procedures and requirements for the consideration and establishment of planned developments. The Planned Development Ordinance requires that the approval of a planned development be subject to an applicant entering into a development agreement pursuant to 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 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 Applicant is the legal owner of the 11.76-acre site located at 2500 North Hollywood Way, as more particularly described in Attachment A (the "Project Site").

E. It is the intent of the Applicant to develop the Project Site as a planned

development pursuant to the Planned Development Ordinance, consisting of a new seven-story, 420-room dual brand hotel (the "Hotel") and a separate, detached four-story parking garage (the "Garage," and together with the Hotel, the "Project"). The Garage will provide up to 766 valet-only parking spaces. An additional 285 surface parking spaces will be provided on the Project Site, for a total of 1,051 on-site parking spaces. The proposed Hotel and Garage will be located on the same parcel as the existing Marriott Hotel. No changes to the existing Marriott Hotel are proposed. Attachment B provides a complete description of the Project. As required by the Planned Development Ordinance, the development plan for the Project Site is further described in a Project Report and Site Plan, both of which are on file with the City Planner. The Project Report, Site Plan, and Conditions of Approval collectively describe and govern development of the Project.

F. At the time this Agreement is approved and executed by the City, the Applicant will have secured various land use approvals, entitlements, and other approvals relating to the development of the Project and the Project Site. These approvals are collectively referred to in this Agreement as the "Project Approvals" and include, without limitation, the following:

(1) **Planned Development Zoning**. On _____, following duly noticed public hearings and Planning Commission review and recommendation, the City Council approved the Planned Development zone change for the Project Site, Planned Development No. 2026-1 ("PD 2026-1"). Pursuant to the Planned Development Ordinance, PD 2026-1 and this Agreement authorize development of the Project in accordance with the Project Approvals. See Attachment B for a complete description of the Project and Attachment E for the applicable PD 2026-1 zoning regulations.

(2) **Development Review**. On _____, the City Council approved the Development Review Application, required pursuant to Burbank Municipal Code Section 10-1-19126, for the construction of the proposed Project as part of Ordinance No. _____.

(3) **Conditions of Approval**. Certain Project Approvals were approved subject to Conditions of Approval, which for the purposes of this Agreement, shall also be considered included in any reference to the Project Approvals are incorporated into and constitute part of the Project Approvals. The Conditions of Approval are attached hereto as Attachment D and incorporated herein by this reference.

G. Development of the Project and the Project Site in accordance with this Agreement shall provide for orderly growth consistent with the goals, policies, and other provisions of the Burbank2035 General Plan (the "General Plan"). The Applicant desires to obtain the binding agreement of the City that the City, notwithstanding changes in City policy, ordinances, approval processes, or the makeup of the City's governing body, will permit the Applicant to construct, develop, use, and operate the Project as a Planned Development in accordance with the City's ordinances, rules, regulations, and official policies governing permitted land uses, density and intensity of uses, dedications, impact fees, and other exactions, as well as applicable design, improvement, and construction standards and specifications governing the Project, the Planned Development, and the Project Site (the "Existing Development Regulations"), in effect as of the Effective Date,

and without requiring the Applicant to dedicate property, construct public improvements, or make financial contributions to the City in lieu of public improvements, except as expressly set forth in this Agreement.

H. On October 12, 2026, following a duly noticed public hearing, the Planning Commission adopted Resolution No. 3493 recommending that the City Council approve this Agreement.

I. On _____, after a duly noticed public hearing, the City Council took the following actions: (1) certified the Environmental Impact Report ("EIR") for the Project pursuant to the California Environmental Quality Act, Public Resources Code Sections 21000 et seq., ("CEQA"), and adopted the applicable CEQA Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program; (2) made appropriate findings that the provisions of this Agreement are consistent with the General Plan; and (3) introduced Ordinance No. _____ approving and authorizing the execution of this Agreement. On _____, the City Council adopted Ordinance No _____.

J. For the reasons recited herein, the Applicant and the City have determined that the Project's 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 hotel and entertainment environment that maximizes the commercial uses on-site and supports the needs of the area and businesses and attracts future businesses, employers and visitors to the surrounding area; and provides 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.

K. In exchange for the public benefits that will result from the development of the Project and the Project Site pursuant to this Agreement, the Applicant desires to receive the assurance that it may proceed with the Project in accordance with the Existing Development Regulations in effect as of the Effective Date, subject to the terms, conditions, and exceptions set forth in this Agreement.

L. The parties agree that this Agreement will promote and encourage the development of the Project by providing the Applicant and its lenders with a greater degree of certainty regarding the Applicant's ability to expeditiously and economically complete development of the Project, and that the consideration to be received by the City pursuant to this Agreement and the rights granted to the Applicant hereunder constitute sufficient consideration to support the covenants and agreements of the City and the Applicant. By entering into this Agreement, the City desires to vest in the Applicant, to the fullest extent permitted by law, the development rights provided by this Agreement and the Project Approvals.

M. The City Council has determined that the Planned Development is consistent with and satisfies the relevant provisions of the BMC, including applicable goals and policies of the City's General Plan. The City Council has further determined that the

provisions of this Agreement are consistent with the relevant provisions of the BMC and the City's General Plan.

N. 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 applicable 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 that 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 Applicant.

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

Section 1.04. Term. The term of this Agreement shall commence on the Effective Date and shall continue for ten (10) years, unless it is terminated earlier or extended in accordance with this Agreement.

ARTICLE 2.
DEFINITIONS

"Agreement" shall mean this Development Agreement.

"Applicant" shall mean AWH BURBANK HOTEL II, LLC, the Owner, and the Developer, or any successor in interest, assignee, or transferee that assumes the applicable rights and obligations of these parties pursuant to Article 11 of this Agreement. For purposes of this Agreement, including the Conditions of Approval, any reference to "Applicant" shall mean AWH BURBANK HOTEL II, LLC, the Owner, and the Developer, or such successor in interest, assignee, or transferee, as applicable.

"Approved Project Plans" shall mean the plans approved by the City as part of the Project Approvals and attached hereto as Attachment F, as such plans may be modified or amended in accordance with this Agreement.

"CEQA" shall have the 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.

"Conditions of Approval" shall mean the conditions listed in Attachment D.

"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 their designee.

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

"Existing Development Regulations" shall mean 1) City laws, ordinances, rules, regulations, policies, motions, directives, mitigation measures identified as the Applicant's responsibility in the Environmental Impact Report and the Mitigation Monitoring and Reporting Program, 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, that are in effect as of the Effective Date and that establish or regulate the design, density, permitted land uses, occupancy, improvement, construction standards, impact fees, dedications, and exactions applicable to the Project, except as otherwise expressly set forth in this Agreement; and 2) the Project Approvals, this Agreement, the Conditions of Approval (Attachment D), PD 2026-1 Zoning Regulations (Attachment E), the Approved Project Plans (Attachment F), and the Mitigation Monitoring and Reporting Program (Attachment H).

"General Plan" shall mean the Burbank2035 General Plan of the City of Burbank, or any subsequently adopted general plan of the City.

"Hotel Operator" shall mean one or more persons or entities responsible for the operation and management of either or both components of the dual-brand Hotel and holding all City business tax registrations or other approvals required for such operation at the Project Site.

"Major Change" shall mean any proposed change or modification to the Approved Project Plans that does not constitute a Minor Change.

"Minor Change" shall mean a limited change or modification to the Project or Approved Project Plans that remains in substantial conformance with the Project Approvals and does not materially alter the Project as approved. Minor Changes may include, but are not

limited to, modifications to the placement or size of structures, building design, materials or colors, landscaping, or parking layout.

For purposes of this definition, a change is in "substantial conformance" when it: (1) does not alter the findings required for approval of the underlying Project Approvals; (2) does not materially alter the approved project description, permitted uses, development intensity, operations, Conditions of Approval, or public benefits; and (3) does not result in new or substantially more severe significant environmental impacts requiring additional environmental review under CEQA..

"New Law" shall mean any law that becomes effective after the Effective Date, including any City law, ordinance, resolution, rule, or regulation.

"Project" shall mean the development proposal as more particularly described in Attachment B, as may be modified or amended in accordance with this Agreement.

"Project Approvals" shall mean (1) Ordinance No. _____ approving PD 2026-1, the Development Review, and this Agreement; (2) Resolution No. _____, certifying the EIR and adopting the applicable CEQA findings, a Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Program; (3) the Conditions of Approval; and (4) the Approved Project Plans; (5) any other approvals and entitlements relating to the development of the Project and the Project Site approved prior to the Effective Date.

"Project Site" shall mean the real property located at 2500 North Hollywood Way, as more particularly described in Attachment A.

"Subsequent Applications" shall mean applications submitted by Applicant after the Effective Date for additional land use approvals, entitlements, or permits necessary or desirable for development of the Project as proposed. Subsequent Applications may include, without limitation, applications for the amendment of any Project Approvals.

ARTICLE 3.

OBLIGATIONS OF APPLICANT AND CITY

Section 3.01. Obligations of Applicant. In consideration of 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 to effectuate the promises, purposes and intentions set forth in this Agreement, the Applicant hereby agrees as follows:

(a) Compliance with Agreement and Project Approvals. The Applicant shall comply with this Agreement and the Project Approvals, as may be amended or modified in accordance with this Agreement. The Parties acknowledge that the execution of this Agreement by the City is material consideration for the Applicant's acceptance of, and agreement to comply with, the terms and conditions of this Agreement and the Project Approvals. Nothing in this Section shall limit the Applicant's right to appeal or otherwise challenge a decision of the City to the extent permitted by applicable law or this Agreement.

Section 3.02. Obligations of City. In consideration of the Applicant entering into this Agreement, and as an inducement for the Applicant to obligate itself to carry out the covenants and conditions set forth in this Agreement, and to effectuate the promises, purposes and intentions set forth in this Agreement, the City hereby agrees as follows:

(a) Compliance with Agreement and Project Approvals. The City shall comply with this Agreement and the Project Approvals, and shall process and act on all Project Approvals and Subsequent Applications as provided in this Agreement, and pursuant to the Existing Development Regulations, subject to the terms, conditions, and exceptions set forth herein.

ARTICLE 4.

DEVELOPMENT OF PROJECT AND PROJECT SITE

Section 4.01. Vested Right to Develop. Subject to the terms and conditions stated herein, Applicant shall have the vested right (but not the obligation) to develop the Project, in whole or in phases as permitted by this Agreement, as described in Attachment B, on the Project Site as a planned development in accordance with this Agreement, the Project Approvals, and the Existing Development Regulations. The City shall use good faith and reasonable efforts to process all development permits and other approvals required to develop the Project in accordance with this Agreement, the Project Approvals, and the Existing Development Regulations. Except where discretionary review is expressly required by this Agreement or applicable law, subsequent permits necessary to implement the Project as approved shall be processed ministerially to the extent permitted by law. The Project shall not be subject to the application of any subsequent building moratoria or restrictions on development that are inconsistent with this Agreement, including, but not limited to, those related to or affecting the rate, timing, phasing, or sequencing of construction of the Project.

Section 4.02. Existing Development Regulations.

(a) General Rule and Exception.

(1) In accordance with Government Code Section 65866, the City and the Applicant, each to the extent legally permissible, agree that during the Term of this Agreement, the Existing Development Regulations and the Project Approvals shall govern the Project and Project Site with respect to, including, without limitation, design, density, floor area ratio (FAR), grading, construction, remodeling, and reconstruction. Except as otherwise provided in this Agreement, no amendment to, revision of, or addition to any Existing Development Regulation, without the Applicant'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 in this Agreement.

(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) The California Building Standards Code in effect at the time of application for any building permit shall apply to such building permit. The edition of the California Building Standards Code applied to the Project shall remain in effect, provided that:

i. The building permit application remains active and has not expired pursuant to the Burbank Municipal Code; and

ii. If a building permit application expires and cannot be extended or renewed, a new building permit application shall be required, and the edition of the California Building Standards Code in effect at the time of the new application shall apply to the Project; and

iii. The Project shall comply with any subsequently enacted state or federal building standard, law, or regulation that is required by law to apply to the Project regardless of the date of the applicable building permit application.

b) Changes in state or federal law pursuant to Section 4.03(d) of this Agreement;

c) New or amended health and safety laws or regulations to the extent the City finds, based upon substantial evidence in the record, that such laws or regulations are necessary to address an imminent threat to the health and safety of the public related to the Project and Project Site, provided that such laws or regulations 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 or Project Site that conflict with the Existing Development Regulations or the Project Approvals, except as authorized herein.

(c) Mitigation Measures Pursuant to CEQA. In connection with the City's review of any Subsequent Application or proposed modification to the Project, and to the extent permitted or required by CEQA, the City shall promptly commence and diligently process any environmental review required by CEQA. The Parties acknowledge that the Environmental Impact Report ("EIR"), Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program ("MMRP") adopted for the Project (included as Attachment H to this Agreement) adequately disclose and analyze the environmental impacts of the Project as approved, including the mitigation measures applicable to the Project. Nothing in this Agreement shall require additional CEQA review except to the extent such review is required by CEQA in connection with a Subsequent Application or modification to the Project.

Except as required by CEQA in connection with a Subsequent Application or modification to the Project, the City shall not impose additional mitigation measures on the Applicant beyond those set forth in the Conditions of Approval, the MMRP, and this Agreement.

(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 or the Project Approvals (the "Non-Conflicting New Law"). Non-Conflicting New Law(s) may include: (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 protect the health and safety of the public and that are generally applicable to all properties in the City; and (3) zoning ordinances that regulate the manner in which business activities may be conducted or prohibit a particular type of business activity on a citywide basis, provided that such ordinances or regulations do not conflict with the uses permitted by the Project Approvals on the date of their enactment. To the extent any such conflicts occur, the Project shall be deemed a legal nonconforming use.

All City actions applying any New Law to the Project or Project Site shall be consistent with this Agreement, the Existing Development Regulations, and the Project Approvals. If the City denies any Subsequent Application on the basis that it does not comply with a New Law that is consistent with this Agreement, the City shall follow the applicable 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 any successor statutes), the City shall charge the Applicant only those application and processing fees that represent the reasonable costs to the City of processing Subsequent Application and other applications submitted pursuant to this Agreement (the "Processing Fees"). The City may charge the Applicant the Processing Fees in effect on a citywide basis at the time an application is submitted.

(f) Impact Fees. Applicant shall pay City development impact fees as set forth in BMC Section 10-1-2201 et seq., at the applicable rates, in effect as of the Effective Date (the "Development Impact Fees"). The Development Impact Fees shall be payable no later than the issuance of a certificate of occupancy for any portion of the Project. Following expiration or termination of this Agreement, the Applicant shall pay all applicable City development impact fees then in effect at the time of issuance of a building permit for the Project. The City shall not impose any new categories of City development impact fees or increases to the vested Development Impact Fee rates during the Term of this Agreement. Nothing in this subsection will limit the City's ability to impose any other fees unrelated to these defined Development Impact Fees. These other fees include Processing Fees, Utility Fees, or other fees, charges, dedications, easements, conditions, or improvements expressly authorized by this Agreement, the Project Approvals, applicable state or federal law, or required in connection with a Subsequent Application initiated by the Applicant.

(g) Utility Fees. Except as otherwise stated in this Agreement, the Applicant shall pay to the City all applicable standard and non-discriminatory utility fees, rates, charges, and costs, including, but not limited to, hook-up charges and aid-in-construction fees, in accordance with the applicable electrical, water or other utility rates and rules in effect at the time of application for service or as otherwise set forth in a separate agreement between the Applicant and the City. Utility fees, rates, charges, and costs are not vested by this Agreement and may be adjusted during the Term

in accordance with the City's applicable utility rates and rules. Utility Fees shall not be due prior to the issuance of a building permit for the project.

(h) Dedications. Except as otherwise expressly provided for in this Agreement or the Project Approvals, the City shall not require the Applicant to dedicate any real property or grant any easement other than dedications and easements required by the Conditions of Approval or otherwise expressly required by the Project Approvals.

(I) Insurance. Before beginning construction on the Project Site, and when actual work on the Project is being performed by the Applicant, its contractors, or subcontractors, the Applicant shall obtain and shall keep in force the insurance described in subsections 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, except ten (10) days written notice for cancellation for non-payment. Said insurance shall include:

(1) Workers' Compensation and Employer's Liability Insurance for all persons employed by the Applicant at the Project Site. The Applicant 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 Applicant 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) Commercial General Liability Insurance having a limit of Five Million Dollars ($5,000,000) per occurrence, providing coverage for general liability (bodily injury and property damage), blanket contractual liability, and personal injury.

(3) Automobile Liability Insurance, including owned, hired and non-owned vehicles, having a combined single limit of One Million Dollars ($1,000,000).

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 and 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 Applicant 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 Applicant shall use good faith and reasonable efforts and shall take and employ all necessary actions to ensure that the Applicant's vested rights to develop the Project and Project Site, secured through this Agreement, can be enjoyed, and that the Applicant's financial and other obligations that benefit the City can be permitted.

(c) Life of Project Approvals. The term of the Project Approvals (including, without limitation, the Planned Development and the Development Review [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; or (2) the term normally applicable to such Project 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 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 Applicant shall take such action as may be required pursuant to this Agreement.

(e) Timing of Project Construction and Completion. The Applicant may develop the project in one (1) or two (2) phases, subject to the requirements of this Agreement and the Project Approvals. If developed in two phases, Phase I shall include demolition of existing pavement and construction of the proposed parking structure, and Phase II shall include demolition of existing pavement and construction of the proposed hotel. The offsite improvements required under this Agreement and the Conditions of Approval shall be completed prior to issuance of a certificate of occupancy for the proposed hotel.

Except as otherwise expressly required by this Agreement or the Project Approvals, the Applicant may determine the timing of construction of the Project within the Term of this Agreement.

(f) Processing.

(1) Upon submission by the Applicant of all appropriate applications and processing fees for any Subsequent Application (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 process and act on the Application, including, without limitation: (a) notice and holding of all required public hearings, if required pursuant to the Existing Development Regulations or this Agreement; and (b) action on the Application in accordance with this Agreement, the Existing Development Regulations, and applicable law.

(2) The City may deny an Application only if the Application does not comply with this Agreement, the Existing Development Regulations, the Project Approvals, or other applicable law permitted to be applied pursuant to this Agreement. The City, upon satisfactory completion by the Applicant 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 Applicant of the Project and the Project Site. Concurrent with each application for a building permit, the Applicant shall provide the City with a compliance certificate ("Certificate") in a form approved by the Community Development Director, 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 the first review within sixty (60) days of submission of a complete Certificate and complete application for building permit. The City shall use its best efforts to complete subsequent reviews within thirty (30) days of resubmission of a complete Certificate and complete application for building permit.

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

(4) The Applicant 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 under this Agreement, and shall cause the Applicant's planners, engineers, and all other consultants to submit, in a timely manner, all required materials and documents. It is the express intent of the Applicant and the City to cooperate and diligently work to process Applications necessary in connection with the development of the Project and Project Site.

(g) Other Governmental Permits. Subject to the Applicant's rights under Section 4.03(e), the Applicant 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 or Project Site. The City shall reasonably and expeditiously cooperate with the Applicant in connection to obtaining such Other Governmental Permits.

Section 4.04. Permitted Uses and Development Standards. 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 as set forth in the Project Approvals, including the Conditions of Approval (Attachment D), PD-2026-1 Zoning Regulations (Attachment E), and Approved Project Plans (Attachment F), and as otherwise provided in this Agreement.

Section 4.05. Project Approvals Independent. The Project Approvals 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, by itself, affect the validity or effectiveness of the Project Approvals or other land use approvals and entitlements previously granted by the City. In such cases, such approvals and entitlements will remain in effect pursuant to their own terms, provisions, Conditions of Approval and applicable law.

Nothing in this Section shall preclude the Applicant from filing new entitlement applications if any Project Approvals or other entitlement expires. Any such application shall be reviewed in accordance with the laws, regulations, and procedures applicable at the time the application is submitted, unless otherwise expressly provided by this Agreement or applicable law. The provisions of this Section 4.05 relating to the continued validity of Project Approvals previously granted by the City shall survive the expiration or termination of this Agreement.

ARTICLE 5.
AMENDMENT

Section 5.01. Amendment of the Project Approvals. The Project Approvals may be amended or modified from time to time in accordance with this Section 5.01. Notwithstanding the foregoing, any amendment or modification to this Agreement shall be processed in accordance with Section 5.02 of this Agreement.

(a) Administrative Amendment to the Project Approvals. Upon the written request of the Applicant, the Community Development Director or their designee shall determine whether a requested amendment or modification to the Project Approvals (a "Project Approvals Amendment") constitutes a Minor Change, as defined in Article 2 of this Agreement.

If the Community Development Director determines that the Project Approvals Amendment constitutes a Minor Change it shall be treated as an "Administrative Amendment," and may be approved by the Community Development Director without a public hearing. Once approved, the applicable Project Approvals and any affected attachment to this Agreement shall be deemed amended to reflect the approved Administrative Amendment. A memorandum shall be recorded to reflect the Administrative Amendment.

Notwithstanding the foregoing, no Administrative Amendment will become effective until after thirty (30) days' notice has been provided to the City Council and posted in the same manner as a City Council Agenda. If a member of the City Council requests consideration of the Administrative Amendment within the 30-day notice period, the Administrative Amendment shall not become effective unless there is a final determination by the City Council approving it. In the event City Council requests consideration of an Administrative Amendment, staff shall agendize the matter for City Council discussion within 30 days of such request or as soon as reasonably practical following such request.

The 30-day notice period shall not apply to an Administrative Amendment that the Community Development Director determines in writing is necessary to address an immediate health or safety concern, or to avoid a material delay to active Project construction resulting from unforeseen site or construction conditions, City-required modifications, or other circumstances not caused by or within the reasonable control of the Applicant, and that otherwise satisfies all requirements for an Administrative Amendment under this subsection. Such Administrative Amendments shall become effective upon approval by the Community Development Director, provided that notice of the decision is subsequently provided to the City Council within 30-days of said decision.

This subsection shall not apply to certain proposed changes to the Approved Project Plans, which shall be processed pursuant to Section 5.01(c).

(b) Non-Administrative Amendment to the Project Approvals. A requested Project Approvals Amendment that does not constitute a Minor Change, pursuant to Section 5.01(a), shall be considered a "Non-Administrative Amendment" and shall be reviewed and processed in accordance with BMC Section 10-1-19133, or any successor provision that replaces or supersedes that section, this Agreement, and all other applicable laws and regulations.

This subsection shall not apply to certain proposed changes to the Approved Project Plans, which shall be processed pursuant to Section 5.01(c).

(c) Amendment to the Approved Project Plans. Proposed revisions to the Approved Project Plans ("Changes to the Approved Project Plans") shall be classified and processed as either a Minor Change or Major Change, as provided below.

(1) Minor Change to the Approved Project Plans. If the Community Development Director determines that a proposed Change to the Approved Project Plans constitutes a Minor Change, as defined in Article 2 of this Agreement, the Community Development Director may approve the revised plans without a public hearing, subject to the requirements of this Agreement and applicable law. The decision of the Community Development Director shall be final unless appealed to the Planning Commission within fifteen (15) calendar days after the date of the decision.

Notwithstanding the foregoing, the Community Development Director may, at their discretion, refer a proposed Minor Change to the Planning Commission for consideration and decision. The matter shall be presented to the Planning Commission as a staff report and shall not require a public hearing. The Planning Commission's decision shall be final unless appealed to the City Council within fifteen (15) calendar days after the date of the decision.

Before any decision of the Community Development Director or Planning Commission becomes final under this subsection, notice of the decision shall be provided by posting in the same manner as agendas and by publication at least ten (10) calendar days prior to the end of the applicable appeal period.

The 15-calendar day appeal period shall not apply to a Minor Change to the Approved Project Plans that the Community Development Director determines in writing is necessary

to address an immediate health or safety concern, or to avoid a material delay to active Project construction resulting from unforeseen site or construction conditions, City-required modifications, or other circumstances not caused by or within the reasonable control of the Applicant, and that otherwise satisfies all requirements for a Minor Change to the Approved Project Plans under this subsection. Such Minor Change to the Approved Project Plans shall become effective upon approval by the Community Development Director, provided that notice of the decision is subsequently provided by posting in the same manner as agendas and by publication within ten (10) business days from the decision date.

The City agrees that notwithstanding the foregoing, whenever possible, in the interest of expediting the Project for the benefit of both the Applicant and the City, the City shall use its best efforts to make all determinations regarding the Changes to the Approved Project Plans promptly and in accordance with this Agreement.

(1) Major Change to the Approved Project Plans. If the Community Development Director determines that a proposed Change to the Approved Project Plans constitutes a Major Change, as defined in Article 2 of this Agreement, the proposed change shall be processed as a Non-Administrative Amendment pursuant to Section 5.01(b).

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 Parties or their successors in interest, in accordance with BMC Section 10-1-19133, or any successor provision that replaces or supersedes that section, this Agreement and applicable law, including Government Code Sections 65867, 65867.5, and 65868.

(b) Administrative Amendment to this Agreement. Notwithstanding Sections 5.01 and 5.02(a), the Community Development Director may approve a minor, technical, or non-substantive amendment to this Agreement that does not materially modify the rights or obligations of either party and that does not materially modify: (1) the Term; (2) provisions relating to reservation and dedication of land, or conditions, terms, restrictions, and requirements applicable to subsequent discretionary actions; (3) monetary contributions, public benefits, or other financial obligations of the Applicant pursuant to this Agreement; or (4) any Conditions of Approval.

Administrative Amendments to this Agreement shall be processed pursuant to Section 5.01(a).

ARTICLE 6.

COOPERATION IN THE EVENT OF LEGAL CHALLENGE

In the event of any administrative or legal action, or other proceeding challenging the validity or legality of any of the Project Approvals, environmental determination under the California Environmental Quality Act or National Environmental Policy Act, or this

Agreement (a "Challenge"), the Applicant shall agree that the Applicant, including their successors and assignees, will defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action or proceeding brought against the City, its agents, officers, or employees to attack, set aside, void or annul any such approval of the City, or any action taken to provide an environmental determination under the California Environmental Quality Act or National Environmental Policy Act by its agents, officers, employees, agencies, commissions, or City Council. The indemnification shall include damages awarded against the City, if any, cost of suit, attorney's fees, administrative expenses, and other costs and expenses incurred in connection with such action, including, but not limited to, all such City costs and expenses incurred by enforcing this indemnification provision. The obligations set forth in this Article shall apply to Challenges to the Project Approvals, this Agreement, and any Subsequent Applications or approvals relating to the Project, whether or not substantially similar indemnification language is separately included in the applicable approval or Conditions of Approval.

If a claim, action, or proceeding described above is brought, the City shall promptly notify the Applicant of the existence of the claim, action or proceeding and the City shall reasonably cooperate in the defense of such claim, action, or proceeding. Nothing in this Article shall prohibit the City from participating in the defense of any Challenge. In the event that the Applicant is required to defend the City in connection with any Challenge, the City shall retain the right to: (1) approve the counsel to so defend the City; (2) approve all significant decisions concerning the manner in which the defense is conducted; and (3) approve any and all settlements, which approval shall not be unreasonably withheld. The City shall also have the right not to participate in such defense, except that the City agrees to cooperate with the applicant in the defense of such Challenge.

In the event City must bring legal action against Applicant to enforce this Article, the City shall be entitled to all reasonable attorneys' fees and costs incurred in such action.

The filing of a third-party Challenge against the City or the Applicant relating to this Agreement or to other development issues affecting any portion of the Project site or the Project shall not hinder, delay or stop the development, processing or construction of the Project, processing or approval of any Subsequent Applications, or issuance of ministerial permits or approvals, unless the third party obtains a court order preventing the activity.

ARTICLE 7.
DEFAULT; REMEDIES; TERMINATION

Section 7.01. General Provisions.

(a) Failure or unreasonable delay by the Applicant to perform any term, provision, or condition of this Agreement for a period of ninety (90) days after written notice thereof in accordance with Article 10 (a "Notice of Default") from the City shall constitute a default under this Agreement, subject to extensions of time only by mutual consent in writing. The time of notice shall be measured from the date of certified mailing. The Notice of Default shall specify the nature of the alleged default and, where appropriate, the manner and period of time in which said default must be satisfactorily cured. If the nature

of the alleged default is such that it cannot reasonably be cured within such 90-day period, the commencement of the cure within such time period and the diligent prosecution of the cure to completion shall be deemed a cure within such period.

(b) During any period of curing, the Applicant 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 90-day period without cure or commencement of cure in accordance with Section 7.01(a), 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 Commission 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 terminates this Agreement, the City shall give written notice of termination of this Agreement to the Applicant 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 Applicant's default may arise in the regularly scheduled Annual Review of this Agreement as described in Section 7.02.

(f) If the City fails to process or act upon a Subsequent Application within the time periods required by this Agreement, or the City otherwise defaults under the provisions of this Agreement, the Applicant shall provide the City with written notice of such default in accordance with Article 10. If the City fails to cure the default within ninety (90) days after receipt of such notice, subject to any applicable extension under Section 7.03, the Applicant may exercise the remedies available under this Agreement, including the right to terminate this Agreement as provided herein.

In addition to any other remedies of the Applicant, the Applicant may, at its option, terminate or modify the terms of the Agreement to remedy the effect of City's default. If the Applicant desires to terminate or modify the terms of this Agreement, any amendment to this Agreement shall be processed in accordance with Section 5.02 and applicable law. To the extent a requested amendment also requires modification of other Project Approvals or the Approved Project Plans, the applicable provisions of Section 5.01 shall also apply.

Section 7.02. Annual Review.

(a) During the first quarter of each calendar year, beginning with the first full calendar year during the Term of this Agreement, the City shall review the good faith compliance by the Applicant 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 Section 65865.1, provided that, if the City Council imposes a mitigation, monitoring, and 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 Applicant's responsibility pursuant to the Project Environmental Impact Report.

(b) During this review, the Applicant shall be required to demonstrate good faith compliance with the material terms of this Agreement. At the conclusion of this review, the Community Development Director shall in writing make findings and determinations, based on substantial evidence in the record, whether or not the Applicant has complied in good faith with the terms and conditions of this Agreement. If the Community Development Director finds and determines that the Applicant has not complied with such terms and conditions, then the Community Development Director shall deliver to the Applicant a notice of a public hearing before the Planning Commission 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 Applicant a copy of all staff reports and documents to be used or relied upon in conducting the review and, to the extent practical, related attachments concerning the Applicant's performance hereunder, at least ten (10) days prior to any such periodic review. The Applicant shall be permitted to respond, orally at the public hearing and by written statement, to the City's evaluation of the Applicant's performance.

(d) In the event that the City fails to either (1) conduct the annual review or (2) notify the Applicant 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 Applicant'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 Applicant's compliance with this Agreement pursuant to the preceding paragraph, the City, upon request of the Applicant, shall provide Applicant 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 pursuant to this Agreement shall constitute an excusable delay only to the extent such Challenge actually delays or prevents the Applicant's performance under this Agreement. 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 may be extended for the period during which a Challenge actually prevents or materially delays development of the Project, as documented by the Applicant and reasonably determined by the City, or as otherwise mutually agreed upon by the Parties in writing.

Section 7.04. Time is of the Essence. The Parties 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 this Agreement, 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, beyond any applicable notice and cure period, 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 Applicant 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' receipt of a written request by the Applicant, but only after consultation with the City Attorney, any affected City department, the Applicant and their counsel.

(b) Appeals of Interpretations. The Applicant may appeal any interpretation issued by the Community Development Director, or the failure to timely issue an interpretation, to the Planning Commission, which shall act within forty-five (45) days of receipt of a written appeal. The Applicant may appeal any interpretation adopted by the Planning Commission, or the failure of the Planning Commission to timely adopt an interpretation, to the City Council, which shall act within forty-five (45) days of receipt of a written appeal.

(c) Litigation. If the City Council fails to timely render an interpretation within forty-five (45) days after a written appeal is filed with the City Council by the Applicant, or if the Applicant contests the interpretation adopted by the City Council, the Applicant 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 Applicant's Interest.

The Applicant shall have the absolute right to encumber and/or collaterally assign or grant a security interest in the Applicant's right, title and interest in, to and under this Agreement and the Project Site pursuant to one or more mortgages or other form of debt or equity financing (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, including any offsite improvements, 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 Applicant 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 Article 5 above related to procedures for amendment of this Agreement. Any mortgagee and its successors and assignees 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 Applicant, 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 Applicant hereunder, the City shall simultaneously give a copy of such Notice of Default to the Mortgagee at the address designated by it. No Notice of Default given by the City to the Applicant 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 Applicant 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 Applicant; provided, however, that said Mortgagee shall not be subrogated to the rights of the City.

(d) Default by the Applicant. In the event of a default by the Applicant, which has not been cured by the Applicant 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 Applicant 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 Applicant'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, 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 Applicant 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 Applicant's right, title and interest hereunder and shall cure all defaults that 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 that 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 Applicant, which by their nature can be cured only by the Applicant (such as the owner's bankruptcy/dissolution event or an owner 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 Applicant 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 Applicant 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 Applicant hereunder pursuant to an assumption agreement satisfactory to the City. If any Mortgagee or its nominee or assignee shall acquire the Applicant's right, title and interest hereunder as a result of a judicial or non-judicial 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 Applicant'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 Applicant'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 Applicant 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 Applicant, at the sole expense of said new Applicant, in taking such action as may be necessary to cancel and discharge this Agreement and to remove the Applicant named herein from the Property.

In no event shall such Mortgagee be liable for any defaults or monetary obligations of the Applicant arising prior to acquisition of title to the Project Site by such Mortgagee, except that any such Mortgagee shall not be entitled to a building permit or occupancy certificate

until all delinquent and current fees and other monetary or nonmonetary obligations due under this Agreement for the Project Site have been satisfied.

(f) Disaffirmation. If this Agreement is terminated by reason of (i) any default or (ii) as a result of a bankruptcy proceeding, this Agreement is disaffirmed by a receiver, liquidator, or trustee for the Applicant or its property, the City, if requested by any Mortgagee, shall negotiate in good faith with such Mortgagee for a new development agreement for the Project with the most senior Mortgagee requesting such new agreement. This Agreement does not require any Mortgagee or the City to enter into a new development agreement pursuant to this Section.

(g) No Obligation to Cure. Except as set forth herein, nothing herein contained shall require any Mortgagee to cure any default of the Applicant 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 Applicant, in form satisfactory to each Permitted Mortgagee, between the City, the Applicant 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 (to be inserted with notice) does hereby certify that it is the Mortgagee (as such term is defined in that certain Development Agreement dated as of _____ between the City of Burbank and AWH Burbank Hotel II, LLC [the "Development Agreement"]) of the parcels of land described on Attachment "A" attached hereto, which parcels are owned by AWH Burbank Hotel II, LLC. 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 or the Applicant, if the Applicant has requested the certificate, upon the reasonable request of the Mortgagee or the Applicant. The Mortgagee or Applicant requesting the estoppel certificate shall apply for the relevant city application and pay associated processing fees. This estoppel

certificate shall be administratively issued by the Community Development Director within a reasonable amount of time.

(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 Applicant agree to cooperate in including in this Agreement, by suitable amendment, any provision that 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 Applicant'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 Applicant shall have full power over and exclusive control of the Project and Project Site, subject only to the obligations of the Applicant under this Agreement. The City and the Applicant hereby renounce the existence of any form of agency relationship, joint venture or partnership between the City and the Applicant 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 Applicant.

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 Applicant, 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, Easements, No Dedication or Lien. The provisions of this Agreement shall constitute covenants and easements including public easements for utilities and fire access, 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.

Section 9.08. Certificate of Performance. Upon the completion of the Project, or any phase thereof, or upon performance of this Agreement or its earlier revocation and termination, the City shall provide Applicant, upon Applicant's request, with a statement ("Certificate of Performance") evidencing said completion, termination or revocation and the release of Applicant from further obligations hereunder, except for any further obligations which survive such completion, termination or revocation. The Certificate of Performance shall be signed by the appropriate agents of Applicant and the City and shall be recorded against title to the Property in the official records of Los Angeles County, California. Such Certificate of Performance is not a notice of completion as referred to in California Civil Code Section 8182.

ARTICLE 10.
NOTICES

Section 10.01. Method of Notice.

(a) Any notice or communication (hereafter, a "Notice") required hereunder by the City or the Applicant 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 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 Applicant or Developer, to:

AWH BURBANK HOTEL II, LLC
1040 Avenue of the Americas, 9th Floor
New York, NY 10018
Attention: Timothy Osiecki, President Development

With a Copy to:

AWH BURBANK HOTEL II, LLC
1040 Avenue of the Americas, 9th Floor
New York, NY 10018
Attention: Chad Cooley,

Co-Founder & Managing Partner

ARTICLE 11.
ASSIGNMENT

Section 11.01. Transfers

(a) Applicant may assign or transfer its rights and obligations under this Agreement with respect to the Project Site, or any portion thereof, to any person during the Term of this Agreement upon City's approval of an Assignment and Assumption Agreement between Applicant and its assignee(s) that clearly delineates the parties' obligations for construction of all offsite improvements, implementation of all mitigations measures and remedial action plans, and the construction, operation and maintenance of all public benefits set forth in this Agreement, the Conditions of Approval and the Mitigation, Monitoring, and Reporting Program.

ARTICLE 12.
ENTIRE AGREEMENT, COUNTERPARTS' ATTACHMENTS, RECORDING

Section 12.01. Generally. This Agreement that consists of ___ pages and 5 attachments, 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. Attachments. The following attachments are attached to this Agreement and incorporated herein for all purposes:

Attachment A – Project Site Legal Description

Attachment B – Project Description

Attachment C – Amendment to the Zoning Map

Attachment D – Conditions of Approval

Attachment E – Planned Development 2026-1: Planned Development Zoning Regulations

Attachment F – Approved Project Plans

Attachment G – Sections of the Burbank Municipal Code Referenced in the Planned Development 2026-1, Planned Development Zoning Regulations

Attachment H – Mitigation, Monitoring, and Reporting Program (MMRP): Project Mitigation Measures

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" "OWNER"	"APPLICANT", "DEVELOPER" and
CITY OF BURBANK, a municipal corporation	AWH BURBANK HOTEL II, LLC a Delaware Limited Partnership
Justin Hess City Manager	By: _ Its:
	By: _ Its:

ATTEST:

_____, City Clerk

APPROVED AS TO FORM FOR CITY
Office of the City Attorney

By: Kane Thuyen
Senior Assistant City Attorney

ACKNOWLEDGMENT FOR
CITY OF BURBANK

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)
) ss.
COUNTY OF LOS ANGELES)

On , before me, , Notary Public, personally appeared , who proved to me on the basis of satisfactory evidence to be the person 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.

WITNESS my hand and official seal.

Signature of Notary Public

(SEAL)

STATE OF CALIFORNIA)
)
ss.
COUNTY OF LOS ANGELES)

On , before me, , Notary Public, personally appeared , who proved to me on the basis of satisfactory evidence to be the person 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.

Signature of Notary Public

(SEAL)

STATE OF CALIFORNIA)
)
ss.
COUNTY OF LOS ANGELES)

On , before me, _ , Notary Public, personally appeared , who proved to me on the basis of satisfactory evidence to be the person 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.

Signature of Notary Public

(SEAL)

ATTACHMENT A

PROJECT SITE
LEGAL DESCRIPTION

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

Parcel A:

Parcel 1 of Parcel Map No. 24868, in the City of Burbank, County of Los Angeles, State of California, as shown on map filed in book 279 pages 84 to 86 of Parcel Maps, in the Office of the County Recorder of said County.

Parcel B:

Non-exclusive easements over Parcel 2 of the above referenced Parcel Map set forth in Reciprocal Parking and Maintenance Agreement ("Reciprocal Agreement") recorded December 24, 1997 as Instrument No. 97-2019758 for Pedestrian, Vehicular Ingress and Egress and Parking on the terms and conditions set forth therein.

Assessor's Parcel Number: 2464-004-015

ATTACHMENT B

PROJECT DESCRIPTION

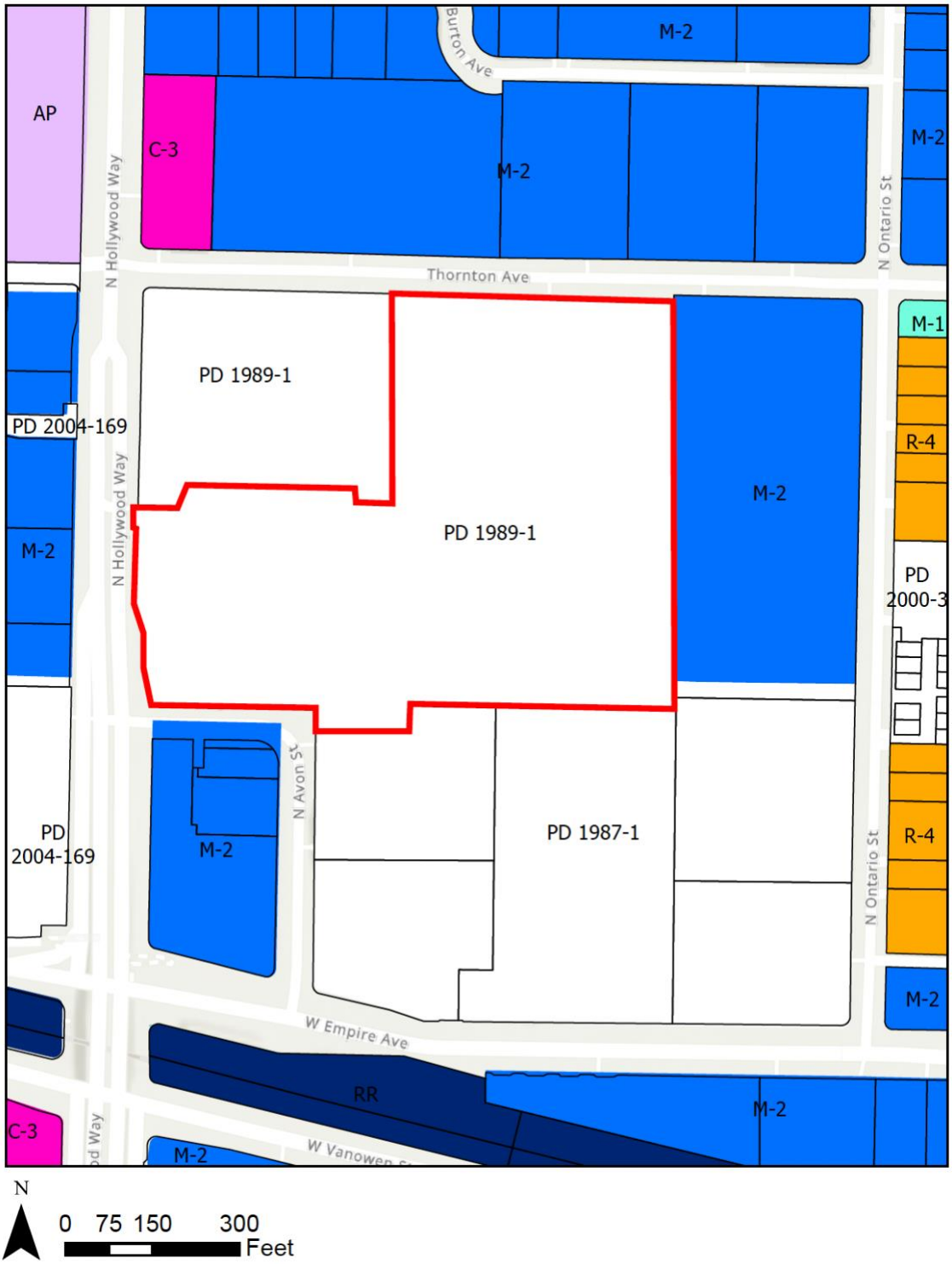
A PLANNED DEVELOPMENT (PD 2026-1), TEN-YEAR DEVELOPMENT AGREEMENT, AND DEVELOPMENT REVIEW PERMIT (PROJECT NO. 16-000395) FOR A NEW SEVEN-STORY DUAL BRAND HOTEL WITH 420 ROOMS (THE HOTEL), CONSISTING OF APPROXIMATELY 262,338 SQUARE FEET, AND A SEPARATE DETACHED FOUR-STORY PARKING GARAGE (THE GARAGE). THE GARAGE WOULD CONSIST OF 208,040 SQUARE FEET OF PARKING, PROVIDING UP TO 766 PARKING SPACES OF VALET PARKING, WITH AN ADDITIONAL 285 PARKING SPACES AT GRADE (TOTAL OF 1,051 PARKING SPACES PROVIDED). THE PROPOSED HOTEL AND GARAGE WOULD BE LOCATED WITHIN THE SAME PARCEL AS A SEPARATE AND EXISTING 488 ROOM MARRIOTT HOTEL AND AN EXISTING CONVENTION CENTER OF 39,000 SQUARE FEET. NO CHANGES TO THE EXISTING 488 ROOM MARRIOTT HOTEL AND 39,000 SQUARE FEET CONVENTION CENTER ARE PROPOSED. ADDITIONALLY, LARGER EVENTS WOULD OCCUR ON THE PROPERTY APPROXIMATELY FOUR TIMES PER YEAR. THESE EVENTS WOULD OCCUR ON THE SOUTHEASTERN CORNER OF THE PROPERTY, WITHIN THE PARKING AREA EAST OF THE CONVENTION CENTER. SUFFICIENT PARKING CAPACITY WOULD BE PROVIDED FOR THESE EVENTS THROUGH THE IMPLEMENTATION OF PARKING MANAGEMENT PLANS AND/OR THE SECURING OF OFFSITE PARKING DURING THE DAYS OF EACH EVENT. FURTHER, THE PROJECT INCLUDES CONSTRUCTION OF OFFSITE PUBLIC IMPROVEMENTS (SIDEWALKS, BICYCLE LANES AND UTILITY IMPROVEMENTS) ALONG THORNTON AVENUE, AVON STREET AND OTHER SURROUNDING STREETS. THE PROJECT APPROVAL INCLUDES CERTIFICATION OF AN ENVIRONMENTAL IMPACT REPORT, AND ADOPTION OF FINDINGS OF FACTS AND STATEMENT OF OVERRIDING CONSIDERATIONS, AND A MITIGATION, MONITORING, AND REPORTING PROGRAM.

THE PROJECT IS LOCATED ON A 11.76 ACRE SITE AT 2500 NORTH HOLLYWOOD WAY IN BURBANK, CALIFORNIA.

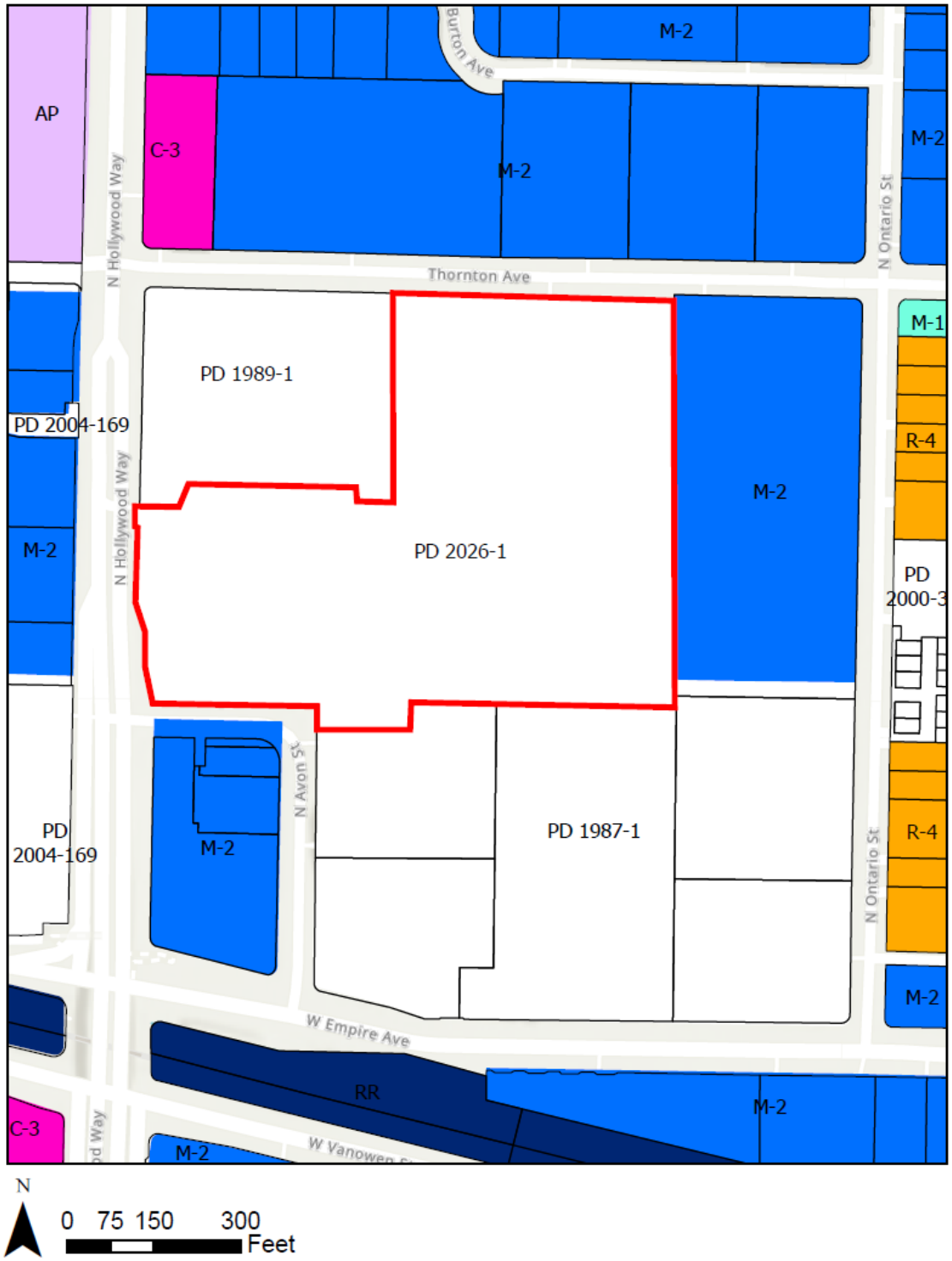
ATTACHMENT C

AMENDMENT TO THE ZONING MAP

EXISTING ZONING DESIGNATION



PROPOSED ZONING DESIGNATION



ATTACHMENT D

CONDITIONS OF APPROVAL

PROJECT NO. 16-0003953
PLANNED DEVELOPMENT (PD 2026-1), DEVELOPMENT AGREEMENT AND DEVELOPMENT REVIEW
(2500 NORTH HOLLYWOOD WAY – AWH BURBANK HOTEL II, LLC)

GENERAL AND ADMINISTRATIVE

1. Project 16-0003953 (Planned Development No. 2026-1, Development Agreement and Development Review) allows for the construction of a new seven-story dual-brand hotel (the Hotel), consisting of 420 rooms and a separate, detached four-story parking garage (the Garage). The Garage would consist of valet-only parking, providing up to 766 parking spaces. An additional 285 parking spaces would be provided outside of the parking garage as surface parking. A total of 1,051 parking spaces would be provided on-site. The proposed Hotel and Garage would be located within the same parcel as the existing Marriott Hotel. No changes to the existing Marriott Hotel are proposed. Additionally, larger events would occur on the property approximately four times per year. These events would occur on the southeastern corner of the property, within the parking area east of the convention center. Parking for such events shall be provided through the implementation of parking management plans and/or the securing of temporary offsite parking during the days of each event.

2. Development and operations on the Project Site shall remain in substantial conformance with the Approved Project Plans approved by the City Council and dated _____, 20___, and included as Attachment F to the Development Agreement, as well as the Conditions of Approval, Planned Development No. 2026-1 Zoning Regulations, and Development Agreement. Any proposed modification to the Approved Project Plans or Project Approvals shall be reviewed and processed in accordance with Article 5 of the Development Agreement.

3. Applicant shall comply with all Federal, State, and local laws. Violations or convictions of any of those laws in connection with the use could lead to revocation of this Approval after written notice to Applicant, a reasonable opportunity to cure, and failure to cure subject to the provisions of Article 7 of the Development Agreement.

4. The Project Approvals shall be subject to enforcement, modification, suspension, or revocation only to the extent authorized by applicable law and the Development Agreement if it is determined that the approved uses are being operated in violation of the Project Approvals, these Conditions of Approval, or applicable law, or in a manner that constitutes a public nuisance. Any amendment, modification, or termination of the Development Agreement shall be processed in accordance with the applicable provisions of the Development Agreement and applicable law.

MITIGATION MEASURES

5. The Applicant shall comply with all mitigation measures included in the Project's Mitigation Monitoring and Reporting Program, included as Attachment H to the Development Agreement.

PUBLIC/COMMUNITY BENEFITS

6. Prior to the issuance of a Certificate of Occupancy, the Applicant shall pay a one-time fair-share contribution in the amount of $30,000 towards future fire equipment replacement cost to service mid-rise structures.

7. Prior to the issuance of a Certificate of Occupancy, the Applicant shall pay a one-time fair-share contribution in the amount of $30,000 towards future police equipment replacement cost to maintain the level of service in the Golden State Area.

8. Prior to the issuance of a Certificate of Occupancy, the Applicant shall pay a one-time fair-share contribution in the amount of $80,000 to the City of Burbank towards the operations of a Burbank Bus fixed-route transit system servicing the Golden State Area.

9. Prior to the issuance of a Certificate of Occupancy, the Applicant shall pay a one-time fair-share contribution in the amount of $20,000 to the City of Burbank towards annual maintenance of the Metrolink Stations serving the Golden State Area.

10. Prior to the issuance of a Certificate of Occupancy, the Applicant shall pay a one-time fair-share contribution in the amount of $250,000 to the City of Burbank towards neighborhood protection physical enhancements. This could include traffic calming measures such as curb extensions, median islands, speed bumps, speed signs, striping or other improvements consistent with the Burbank2035 General Plan Mobility Element (Neighborhood Protection Programs).

11. The Applicant shall be required to maintain, for the life of the Project, all improvements within the public right-of-way within and adjacent to the Project (along Avon Street, Hollywood Way and Thornton Avenue). The Applicant shall enter into an Operation and Maintenance Agreement, or similar agreement as prepared by the City Attorney to maintain the improvements within the public right-of-way adjacent to the Project.

    For the purposes of this Condition of Approval, and this Condition only, improvements within the public right-of-way shall mean: all sidewalks inclusive of curb and gutter, trees and landscaping, bike lanes, bike facilities, signage/striping, and Green Streets Design Features consistent with Burbank Municipal Code Section 7-3-102 et seq. Improvements within the public right-of-way does not include any streetlights, storm drains, transit stops and shelters, sanitary sewers, or any subsurface items within the public right-of-way, which are to be maintained by the appropriate utility provider and not the Applicant.

12. The Applicant shall design all public right-of-way within, and adjacent to the Project -- as well as onsite landscaping and parking areas, to meet the City's Green Street Policy whenever physically feasible as determined by the Public Works Director or their designee.

13. The Applicant shall enter a good faith discussion with the City to join and participate in a parking district, should the City establish a parking district in the Golden State Area, within which the Project Site is located, during the term of this Development Agreement for this Project. Joining and participating in the parking district shall mean making on-site parking at the Project Site available for public use at the sole discretion of the Applicant.

14. Prior to the issuance of building permits, the Applicant shall demonstrate that the Project is designed to meet the CAL Green Tier I energy efficiency criteria. In addition, the Project shall incorporate the following energy and emission saving features:

    a. CAL Green Tier 1 requires recycle and/or salvage at least 65 percent of non-hazardous construction and demolition debris. The Project shall recycle and balance on-site all nonhazardous construction and demolition debris.
    b. The Project shall use water efficient landscaping and native drought tolerant plants.
    c. The Project shall include easily accessible recycling areas dedicated to the collection and storage of non-hazardous materials such as paper, corrugated cardboard, glass, plastics, metals, and landscaping debris (trimmings).
    d. The Project shall include efficient heating, ventilation, and air conditioning (HVAC) systems.
    e. The Project shall include passive cooling/healing features.

15. Prior to the issuance of building permits, the Applicant shall demonstrate that the new 420-room Proposed Hotel is designed to be all-electric, with no use of natural gas in its onsite daily operations and systems.

16. The Applicant shall provide 11% of the Project’s total annual energy consumption through an on-site photovoltaic system.

17. Prior to the issuance of building permits, the Applicant shall demonstrate the Project will comply with the City of Burbank Sustainability Action Plan for 50 percent waste diversion by including solid waste disposal areas that can accommodate the collection and separation of recyclables and green waste.

18. Prior to the issuance of building permits the Construction Contractor shall obtain a California Department of Tax and Fee Administration (CDTFA) Job Site Sub-Permit for the jobsite (the Project Site at 2500 North Hollywood Way), therefore, enabling the contractor to make a direct allocation of local tax on materials consumed and fixtures sold to the City of Burbank where the jobsite is located rather than an indirect allocation through the countywide pool. Proof or the CDTFA Job Site Sub-Permit shall

be submitted to the City of Burbank Community Development Department's Planning and Building and Safety Divisions.

CDD – PLANNING DIVISION

19. Prior to issuance of any grading and/or demolition permits, whichever occurs first, a Construction Management Plan (CMP) shall be submitted for review and approval by the Community Development Director, the City Engineer and the Building Official. The requirement for a CMP shall be incorporated into the Project specifications and subject to verification by the Community Development Director, City Engineer and Building Official or their designees prior to final plan approval. The CMP shall, at a minimum, address the following:

    a. Traffic control for any street closure, detour, or other disruption to traffic circulation.

    b. Identify the routes that construction vehicles shall utilize for the delivery of construction materials (i.e., lumber, tiles, piping, windows, etc.), to access the Project Site, traffic controls and detours, and proposed construction phasing plan for the Project.

    c. Require the Project Applicant to keep all haul routes clean and free of debris, including but not limited to gravel and dirt as a result of its operations. The Project Applicant shall clean adjacent streets, as directed by the City Engineer (or representative of the City Engineer), of any material that may have been spilled, tracked, or blown onto adjacent streets or areas.

    d. Use of local streets shall be prohibited unless otherwise provided for in the CMP and consistent with the City approved Truck Haul Routes.

    e. Haul trucks entering or exiting public streets shall at all times yield to public traffic.

    f. If hauling operations cause any damage to existing pavement, streets, curbs, and/or gutters along the haul route, the Project Applicant shall be fully responsible for repairs. The repairs shall be completed to the satisfaction of the City Traffic Engineer.

    g. All construction-related parking and staging of vehicles shall be kept out of the adjacent public roadways and shall occur on-site or at a nearby site approved by the City Engineer or their designee as part of the CMP.

    h. The CMP shall meet standards established in the current California Manual on Uniform Traffic Control Device as well as City of Burbank requirements.

20. Prior to commencement of construction, the Applicant or contractor shall develop a Traffic Control Plan (TCP) and submit it to the Public Works City Engineer or their designee for review and approval. This can be included as part of the CMP.

21. Plans submitted for plan check shall include a Construction Employee Parking Plan (CEPP) for contractor/ subcontractor vehicles and construction vehicles, including on-site and off-site (if applicable) parking, for review and approval by the Community Development Director or their designee prior to issuance of building permit. The Applicant and/or on-site primary general contractor (superintendent) shall have responsibility for monitoring and enforcing the approved CEPP. The CEPP shall include the following:

    a. During construction activities when construction worker parking cannot be accommodated on the Project Site, the CEPP shall identify alternate parking location(s) for construction workers and the method of transportation to and from the Project site (if beyond walking distance) for approval by the City prior to commencement of construction.

    b. Provide all construction contractors with written information on where their workers and their subcontractors are permitted to park and provide clear consequences to violators for failure to follow these regulations. This information would clearly state that no parking is permitted on residential streets.

22. An Interim Parking Operations Plan shall be prepared by the Project Applicant and provided to the Community Development Director or their designee for review and approval prior to the issuance of demolition and building permits. The Interim Parking Operations Plan shall identify interim parking operations for employees and patrons of the existing hotel and convention center throughout construction.

23. The Applicant shall submit a photometric lighting plan at the time of Plan Check review (prior to building permit issuance) that identifies all: exterior structure lighting; landscape and perimeter lighting; or rooftop lighting. The photometric plan shall ensure that there will be no spillover lighting or glare on adjacent streets or properties, to the extent feasible, to the satisfaction of the Community Development Director or designee. All building-mounted lighting that will be directed onto the Project shall be shielded or designed in a way so as not to illuminate adjacent public rights-of-way. The Project shall comply with Title 9, Chapter 1, of the BMC, and the latest edition of the California Building Code (CBC), California Electrical Code, California Mechanical Code, California Plumbing Code, California Green Building Standards and Building Energy Efficiency Standards.

24. The Emission Reduction Features below shall be included as part of the Project. These are not applicable to the improvements existing on the Project Site as of the date of this Approval:

    a. The Project shall exceed the 2022 Title 24 Standards by 10%.

    b. All appliances installed as part of the Project shall be ENERGY STAR-certified.

c. The Project shall install solar panels on-site capable of generating 11% of the Project's annual energy consumption, as described in Condition 16.

d. The Project shall use low-flow water fixtures as defined in the CA Plumbing Code.

e. The Project shall utilize zero-emission landscaping equipment. Landscaping equipment includes chainsaws, chippers, lawn mowers, leaf blowers/vacuums, mowers, tillers, and trimmers. This requirement shall extend to landscaping contractors.

f. During construction, the contractor shall:

    1. enforce requirements that limit the idling of heavy-duty diesel vehicles.
    2. ensure that exposed surfaces are routinely watered.
    3. ensure that unpaved construction roads are routinely watered.
    4. ensure that vehicle speeds are limited on unpaved surfaces.
    5. ensure that paved roads are routinely swept.

g. The Project shall comply with the requirements of the Migratory Bird Treaty Act (MBTA) to avoid disturbance of nesting birds and to protect nesting birds if they are present onsite during construction. Specifically, in conformance with the MBTA, tree removal activities shall take place outside of the nesting season (February 15 to September 15) to the greatest extent practicable. To the extent that vegetation removal activities must occur during the nesting season, a biological monitor shall be present during the removal activities to ensure that no active nests would be impacted, or a preconstruction nesting bird survey is to be completed within three days prior to construction to document all active bird nests. If active nests are found, a 300- foot buffer (500 feet for raptors) would be established until the fledglings have left the nest.

25. Emergency backup power may be provided through solar and battery energy storage systems, provided such systems comply with all applicable requirements of the California Building Code and other applicable laws and regulations.

26. The Applicant shall provide a FAA Determination of No Hazard to Air Navigation Letter to the Community Development Director prior to the issuance of demolition and building permits.

27. All new development, expansion, change of use, building alteration, or other work proposed on or after the effective date of Planned Development No. 2026-1 shall comply with the applicable Planned Development Zoning Standards and the Project plans approved by the City ("Approved Plans"), included in Attachments E and F, respectively, as well as any applicable provisions of BMC Sections 10-1-1801 and following, related to Nonconforming Land, Uses and Structures.

    The existing hotel, convention center, and associated improvements lawfully established on the Project Site prior to the effective date of Planned Development No.

2026-1 shall be considered legal nonconforming uses and structures, as applicable, pursuant to BMC Sections 10-1-1801 and following. Such existing development shall not be required to conform to the Planned Development Zoning Standards solely as a result of the approval of Planned Development No. 2026-1. However, any new addition, expansion, substantial alteration, or change of use proposed to the existing development after the effective date of Planned Development No. 2026-1 shall comply with the applicable Planned Development Zoning Standards and BMC Sections 10-1-1801 and following.

28. Allowable uses on-site and hours of operation shall only be permitted as established in the Planned Development Zoning Standards, included in Attachment E, attached hereto and incorporated herein by reference.

29. Uses serving alcohol shall comply with the requirements established in the Planned Development Zoning Standards, included in Attachment E, attached hereto and incorporated herein by reference.

30. On-site parking shall be required as established in the Planned Development Zoning Standards, included in Attachment E, attached hereto and incorporated herein by reference.

31. Prior to the issuance of a Certificate of Occupancy, the Applicant shall prepare and submit a Parking Management Plan (PMP) to the Community Development Director, or their designee, for review and approval. On-site parking shall be managed and operated consistent with the PMP. The PMP can be updated from time to time. However, any updates to the PMP shall require an approval from the Community Development Director, or their designee.

32. A comprehensive Master Sign Program shall establish allowed signage on the entire Project Site. The Master Sign Program shall be prepared and approved as established in the Planned Development Zoning Standards, included in Attachment E, attached hereto and incorporated herein by reference.

33. Windows of the proposed hotel building shall be recessed per the window recess requirements established in the Planned Development Zoning Standards, included in Attachment E, attached hereto and incorporated herein by reference.

34. The Applicant shall maintain legal vehicular ingress and egress access across the Project Site for the benefit of the abutting property located at 2550 North Hollywood Way, sufficient to provide 2550 North Hollywood Way with continuous vehicular access to a public right-of-way. The Applicant shall not terminate, obstruct, or otherwise materially impair such access without prior written approval of the City.

    This requirement shall terminate upon a written determination by the Community Development Director that 2550 North Hollywood Way has secured permanent, lawful vehicular access to a public right-of-way independent of the Project Site.

CDD – TRANSPORTATION DIVISION

35. Per the City's Burbank2035 General Plan Mobility Element, the City has set specific sidewalk width requirements for Burbank's streets. Based on Table M-2: Sidewalk Standards (page 4-21) of the Burbank2035 General Plan and the Regional Commercial land use designation for the Project Site, the Project must provide a standard width of 15-foot parkways (from edge of curb to property line). The construction of any new sidewalk to meet this requirement shall be constructed in accordance with the City's Burbank2035 General Plan Mobility Element, Table M-2: Sidewalk Standards (page 4-21) and the City of Burbank's Public Works Standard Plans. Construction of off-site transportation improvements along Thornton Avenue (i.e., 23-foot parkway) meets the General Plan requirements.

36. Prior to the issuance of any Certificate of Occupancy for any portion of the Project, the Applicant shall provide all the following pedestrian circulation measures to the satisfaction of the City, consistent with the Approved Plans and Attachment F. There should be no conflict between the Approved Plans and this condition.

    a. The Project shall provide the following measures to enhance transit, bicycle, and pedestrian connectivity:
        1. Shade canopy with trees along the parkway surrounding the Project Site.
        2. Pedestrian lighting along Thornton Avenue per Burbank Water and Power standards.
        3. Pedestrian lighting along all internal designated pedestrian pathways throughout the Project Site.
        4. Circulation plan that shows the path of travel for vehicles, pedestrians, and bicyclists throughout the Project Site.
    b. The Project shall provide pedestrian circulation improvements that connect and provide public pedestrian access between Thornton Avenue to Avon Street, and are accessible at all times, unless limited public access is warranted for safety or security reasons for events held at the Project Site. In the event pedestrian access is temporarily limited or restricted at the aforementioned pedestrian access path, the Project operator shall install temporary detour signage directing pedestrians to an alternative accessible route around the restricted area. This shall include a lighted, pedestrian paseo located along the western side of the existing Convention Center Facility located within the Project Site.

37. The Project shall provide the following Transportation Demand and Trip Reduction Measures because the Project's non-residential square footage is 100,000 square feet and greater:

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

    1. Current maps, routes and schedules for public transit routes serving the Project Site.
    2. Telephone numbers for referrals on transportation information including numbers for the regional ridesharing agency and local transit operators.
    3. Ridesharing promotional material supplied by commuter-oriented organizations.
    4. Bicycle route and facility information, including regional/local bicycle maps and bicycle safety information.
    5. A listing of facilities available for carpoolers, vanpoolers, bicyclists, transit riders and pedestrians at the Project Site.

b. Not less than ten percent of the total required parking spaces for the hotel and commercial portion of the project 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 on the Project Site plan upon application for a Building Permit Application, to the satisfaction of the Community Development Director or their designee. 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. Spaces will be signed/striped as demand warrants; provided that at all times at least two (2) spaces will be signed/striped for carpool/vanpool vehicles.

c. Preferential parking spaces reserved for vanpools must be accessible to vanpool vehicles. When located within a parking structure, a minimum vertical interior clearance of seven feet two inches shall be provided for those spaces and access ways to be used by such vehicles. Adequate turning radii and parking space dimensions shall also be included in vanpool parking areas.

    1. Applicant shall demonstrate provision and location of designated vanpool spaces.

d. A safe and convenient zone in which vanpool and carpool vehicles may deliver or board their passengers.

    1. Applicant shall demonstrate provision of designated vanpool pick up and drop off locations.

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

f. Safe and convenient access from the external circulation system to bicycle parking facilities onsite shall be provided.

38. Bicycle racks or other secure bicycle parking shall be provided equal to or greater than 5% of the required vehicle parking spaces. The parking shall consist of short term and long-term bicycle parking at a ratio of 85% of the parking as long-term parking and 15% of the parking as short-term parking. Long-term bicycle parking means bicycle parking which accommodates employees, hotel patrons and others expected to park more than two hours. This parking shall be provided in a secure, weather-protected location. 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. A bicycle parking facility may also be a fully enclosed space or locker accessible only to the owner or operator of the bicycle, which protects the bike from inclement weather.

    a. Specified bicycle parking facilities and locations (e.g., provision of racks, lockers, or locked room) shall be to the satisfaction of the City. Project plans submitted into Building Plan Check shall show the location, type, and supply of bicycle parking that is being provided.

        1. Bicycle parking facilities shall be located on a hard paved surface, be painted with a protective coating to prevent normal wear and tear, and be well maintained in a state of good repair.
        2. If a bicycle parking space is intended to serve short-term users (anyone who will only be staying less than two-hours) the bicycle parking space is required to be no farther than the nearest off-street automobile parking space.
        3. A good rule of thumb for short-term bicycle parking is to place the parking space in an area that is visible from the street or the interior of the building it serves (through windows or doorways).

    For short or long-term bicycle parking (more than two-hours), the location of an off-street bicycle parking space is required to be in a highly visible and well lighted area. To meet these requirements, bicycle parking may be placed in the front, side, or rear setback of the building that it serves (all applicable landscaping, emergency access, and ADA requirements still apply). All bicycle parking facilities shall provide signage which is clearly legible upon the approach to every automobile entrance to the parking facility indicating the availability and location of bicycle parking. With prior approval, long-term bicycle parking may be located indoors.

39. Prior to the issuance of any Certificate of Occupancy for any portion of the Project, the Applicant shall construct offsite improvements along Thornton Avenue consistent with Exhibit 1 of Attachment D.

    Notwithstanding the foregoing, modifications to these improvements may be required if it is determined by the Public Works Director, or their designee, that implementation of the improvements as proposed is technically infeasible or impractical. When

making a finding of "technically infeasible," the Director will consider limitations to successfully implementing the improvements due to existing or planned physical or site constraints, including any constraints within the Public Right-Of-Ways or conflicts with existing or planned utilities. When making a finding of "impractical," the Director will consider factors such as, but not limited to, the safety and utility of a development feature based on site-specific conditions, and long-term maintenance requirements. These improvements shall be constructed to the satisfaction of the Public Works Director or their designee.

40. Applicant shall designate safe and convenient, publicly accessible locations for Transportation Network Carriers (TNCs) to pick up or drop off passengers on-site. Prior to the issuance of a Certificate of Occupancy, and from time to time at the discretion of the Community Development Director or their designee, the Applicant shall provide the City a TNC Management Plan and must coordinate with TNCs to direct drivers and riders to hail rides on-site.

41. Applicant, Property Owner, or the operator(s) of the Hotel (Hotel Operator(s)) shall provide shuttles from both Metrolink Burbank Airport North and Burbank Airport South stations to the Hotel for the use of Hotel guests, visitors, and staff. Operation of these shuttle services may be conducted through a pre-existing or entirely new fixed scheduled route with headways separated by no more than 30 minutes and matching operating service hours at both Metrolink stations. Shuttle services may also, or entirely, be offered on-demand and/or scheduled in advance while matching operating service hours at both Metrolink stations. The shuttle operation and services may be provided via a third-party service at the sole discretion of the Applicant, Property Owner, or Hotel Operator(s). Shuttle services shall be advertised to guests, visitors, and employees consistent with the City of Burbank's Transportation Demand Management ordinance and Burbank Transportation Management Organization.

42. Applicant, Hotel Operator and any commercial tenants of the Hotel shall be a member(s) of the Burbank Transportation Management Organization (TMO), shall comply with the applicable requirements of Burbank Municipal Code Sections 10-1-2132 through 10-1- 2139. Applicant//Hotel Operator/commercial tenants of the Hotel shall participate in all TDM strategies and programs of the TMO, and shall pay any applicable annual membership fee as required by the TMO and/or the City of Burbank. 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, or alternatively provide a hired, third-party trained transportation coordinator who visits the Project Site to provide

information and implement programs in a manner subject to the approval of the Community Development Director or their designee;

d. Applicant shall, upon request, provide a monthly transit subsidy or transit pass to any employee of the Hotel. The subsidy amount shall be equal to the cost of 75 percent of the cost of a monthly or 30-day Metro TAP pass. Applicant may require evidence of use by the recipient of the transit pass as a condition of receiving the subsidy. The number of transit passes/subsidies offered to employees of the Hotel shall not exceed a number equal to 25 percent of the total number of employees located at the Hotel. Applicant shall no longer be obligated to provide transit pass subsidies/passes or a transportation coordinator if the Hotel achieves the 38 percent reduction in commute trips as documented by the Hotel annual travel mode survey conducted as part of the TMO.

CDD – BUILDING AND SAFETY DIVISION

43. The Project shall comply with Title 9, Chapter 1, of the Burbank Municipal Code, and the 2025 edition, of the California Building Code, California Electrical Code, California Mechanical Code, California Plumbing Code, California Green Building Standards and Building Energy Efficiency Standards, including all intervening Code cycles.

44. Plans and reports submitted for Plan Check Review are to be submitted electronically. For more information about the online submittal process, please contact the Building and Safety Division at 818-238-5220 or via email at: building@burbankca.gov.

45. All the Project's Conditions of Approval are to be reproduced on the construction document drawings as part of an Approved Construction Set.

46. All Departments that have provided Conditions of Approval are to review drawings and provide final approval via online electronic review, prior to issuance of any Building Permit.

47. Development Impact Fees must be paid in accordance with Section 4.02(f) of the Development Agreement.

48. Low Impact Development (LID): A LID Plan is required for City review that provides a comprehensive, technical discussion of how the project will provide on-site retention in compliance with the requirements of the LID Ordinance and LID Standards Manual. (BMC Section 9-3-414 and the California Green Building Code).

    Best Management Practices ("BMPs") and control measures shall be prioritized in the following order:

    a. On-site infiltration, bioretention, and/or rainfall harvest.

    b. On-site biofiltration, off-site ground water replenishment, and/or off-site retrofit.

49. New or Alteration construction projects within the City of Burbank are subject to MWELO review:

    a. Full structure demolition and new construction are required to provide a full MWELO plan check set for review.

    b. New or replacement landscape areas for non-residential projects between 500 (new) and 2,500 (replacement) square feet requiring a building or landscape permit, plan check, or design review will be required to complete, either a Performance or Prescriptive Compliance Method. Full house demolition will require MWELO review, either prescriptive or performance, no exceptions.

50. The Project shall comply with accessibility requirements for the various occupancies as stated in California Building Code Chapter 11. Accessibility regulations apply to all common areas and pools and spas.

51. The parking layout will have to comply with City standards, including minimum turning radii for accessing parking stalls.

52. Separate Permits will be required for the following:

    a. Demolition
    b. Grading & Shoring
    c. Architectural & Structural
    d. Mechanical
    e. Plumbing
    f. Electrical

53. Provide a room key that shows the number of accessible rooms per code.

    a. Number of rooms without roll in shower (CBC Table 11B-224.2)
    b. Number of rooms with roll in shower (CBC Table 11B-224.2)
    c. Number of rooms with communication feature (CBC Table 11B-224.2)

54. Provide a parking key that shows the number of accessible spaces per the California Building Code.

55. Deferral of any submittal items shall have prior approval of the Building Official or their designee. The registered design professional in charge shall list the deferred submittals on construction documents for review.

56. Screening will be required for equipment located in front and side yards. The screening will include the electrical panels, A/C compressor units, gas meters, and transformers. All screening will be subject to approval by Planning and Building and Safety divisions, and BWP.

57. Grading and drainage plans will be required, and a separate Grading & Shoring Permit will be required. Geotechnical report to be submitted along with Grading & Shoring Permit Application.

58. The City's Construction & Demolition Debris Diversion Ordinance mandates the recycling and diversion of at least 65% of construction and demolition debris. A refundable deposit and non-refundable administrative fee will be collected prior to permit issuance. The Ordinance applies to all demolitions and to new construction, additions, remodels, renovation, tenant improvement and alteration projects over 500 square feet in scope of work. (BMC Section 9-1-11-1012).

59. A stamped setback certification by a Licensed Surveyor is required to certify the location of the new construction in relation to the setbacks as noted in the Approved Plans prior to the first foundation inspection.

60. Plans submitted for Plan Check must be stamped by a State-licensed architect or engineer.

61. Approved hours of construction are:

Monday – Friday	7:00 am to 7:00 pm
Saturday	8:00 am to 5:00 pm

No construction is permitted by contractors or subcontractors before or after hours, on Sunday or on City holidays without prior written request and approval from the Community Development Department.

62. Approval for development projects and building/grading permits will not be granted/issued until appropriate and applicable stormwater Best Management Practices ("BMP") are incorporated into the Project design plans. Also, a plumbing permit will be required for certain treatment control BMPs such as grease traps, sump pumps, and clarifiers. If an infiltration BMP is chosen for treatment control, a soils report to address the feasibility of infiltration will be required to be submitted with the plan for review and approval.

PUBLIC WORKS DEPARTMENT – ENGINEERING

63. The Applicant shall protect in place all survey monuments (City, County, State, Federal, and private). Pursuant to Business and Professions Code Section 8771, when monuments exist that may be affected by the work, the monuments shall be located and referenced by or under the direction of a licensed land surveyor or licensed civil engineer legally authorized to practice land surveying, prior to

construction, and a corner record or record of survey of the references shall be filed with the county surveyor. A permanent monument shall be reset, or a witness monument or monuments set to perpetuate the location if any monument that could be affected, and a corner record or record of survey shall be filed with the county surveyor prior to the recording of a certificate of completion for the project.

64. To ensure compliance with BMC Section 9-1-2-3202, the Applicant shall show on the building site plan the width and location of all existing and proposed easements.

65. No building appurtenances for utility or fire service connections shall encroach or project into public right-of-way (i.e. streets and alleys). Locations of these appurtenances shall be shown on the building site plan and the off-site improvement plans (BMC § 7-3-701.1).

66. No new structure shall be permitted in any public right-of-way or any public utility easements/pole line easements (BMC §§ 7-3-701.1, 9-1-1-3203).

67. Any work within the public right-of-way must obtain required permits and be 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 or their designee. A Public Works Excavation Permit is required. The Excavation Permit requires a deposit acceptable to the Public Works Director or their designee to guarantee timely construction of all off-site improvements. Burbank Standard Plans can be accessed at: https://www.burbankca.gov/web/public-works/standard-plans

68. All off-site improvement plans within the public right-of-way shall be submitted separately to Public Works for review and approval by the Public Works Director or their designee. The plans shall be submitted in City of Burbank Standard format and as-built plans must be submitted on mylar paper.

69. All traffic, or other similar, off-site improvements that are required as a result of a mitigation measure should be coordinated with the Public Works Department. The Public Works Department shall review and approve them to ensure that they are appropriately included in the offsite improvement plans.

70. There is a 60-inch storm drain and an 8” sanitary sewer within a 25’ public utility easement that is located on the western portion of the Project Site. The Applicant shall Close-Circuit Televise (CCTV) inspect the 60-inch storm drain and the 8” sanitary sewer within the 25’ public utility easement, before and after construction activities, and submit copies of the inspection video to the Public Works Department for review. Should any damages be discovered to portions of the storm drain or sanitary sewer within the Project Site, the applicant will need to make the proper repairs or improvements as approved by the City.

71. Prior to the issuance of a Certificate of Occupancy, the Applicant/Property Owner shall enter into a covenant agreement with the City of Burbank to maintain and repair the

portions of the storm drain and sanitary sewer that are within the Project Site, for the life of the Project. This shall include inspections and repairs to be performed every 10 years.

72. The proposed parkway (sidewalk) along Avon Street fronting the Project, must be ADA compliant and be constructed per City of Burbank Standards. As part of the offsite improvement plans, the Applicant shall obtain approval from the Public Works Department in conjunction with the Community Development Department, and the Transportation Division.

73. The proposed driveway on Avon Street shall be designed to comply with City of Burbank Standards and the final design shall be reviewed and approved by the Public Works Department, as part of the off-site improvement plans package, before the issuance of any construction permit. There should be no conflict between the Approved Plans and this condition. However, if unforeseen field conditions require a design change, the necessary modifications shall be addressed during construction with the approval of the City Engineer or their designee.

74. The Applicant shall submit hydrology/hydraulic calculations and site drainage plans to the City for review. 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 or connected to a storm drain facility (BMC §§ 7-1-117, 7-3-102). The hydrology calculations should include Low Impact Development (LID) calculations, which are reviewed and approved by the Building and Safety Division and must comply with the City's MS4 Permit and BMC Section 9-3-414. The Project shall submit drainage calculations and analysis as part of the Plan Check submittal to the Public Works Department and the City's Building and Safety Division for review and approval.

75. The Applicant shall process an address form for the Project (BMC § 7-3-907).

76. If the Project results in the subdivision of the property into multiple lots or ownership interests requiring a subdivision map pursuant to the Burbank Municipal Code and/or the California Subdivision Map Act, the Applicant shall obtain approval of a Tentative Parcel/Tract Map and subsequently record a Final Map, as required by the City at the time of the application.

77. The plans submitted for Plan Check shall include topographic site information, including elevations, right-of-way/property lines, dimensions/location of existing/proposed public improvements adjacent to project (i.e., street sidewalk, parkway, and driveway widths, catch basins, pedestrian ramps).

78. The Applicant shall provide verification from the City of Burbank, Building and Safety Division showing that all public utility easements are cleared of all new permanent structures at the Project Site after construction is completed.

79. The proposed driveway and existing driveway to be widened along Thornton Avenue shall be constructed to meet ADA requirements including adding blue truncated

domes at both ends of the driveway. Work performed should be per City of Burbank Standard Plans for Public Works Construction (APWA). Right of way dedication shall be required.

80. Any portion of the public parkway (curb, gutter, landscape, etc.) fronting the subject property(ies) along Hollywood Way, Thornton Avenue and Avon Street that is broken, uneven or uplifted at the conclusion of the Project must be reconstructed to the satisfaction of the City Engineer or their designee. The repairs and/or reconstruction is required whether the damage is pre-existing or is a result of the Project. Contact the Public Works Inspection Office at (818) 238-3955 to have these areas inspected and identified after obtaining a Public Works Department Excavation Permit (BMC § 7-3-501).

81. The Applicant shall protect in place all property tags or centerline ties per City of Burbank Standards, specifically at the following intersections:

    a. Hollywood Way and Avon Street
    b. Hollywood Way and Thornton Avenue
    c. Avon Street between Hollywood Way and Empire Avenue (90-degree bend).

    Any impacted survey monumentation shall be re-established by the Applicant's licensed surveyor.

82. Thornton Avenue and Avon Street fronting the Project have been recently paved with rubber asphalt (ARHM). If the construction of the Project creates any utility cuts or construction impacts, then the Applicant must restore the streets in kind with a minimum 2" grind and overlay per City's moratorium requirements limits (full width of street). Additionally, the Applicant must restripe the resurfaced area, re-establish all traffic loops and survey monumentation.

83. Hollywood Way fronting the Project Site has been recently paved with asphalt concrete (AC). If the construction of the Project creates any utility cuts or construction impacts, then the Applicant must restore the streets in kind with a minimum 2" grind and overlay per City's moratorium requirements limits. Additionally, Applicant must restripe the resurfaced area, re-establish all traffic loops and survey monumentation.

    Additional impacts to street or alley rights-of-way (i.e., utility cuts) could extend the resurfacing restoration limits.

84. Building access doors, loading docks doors, and access gates shall not swing open into the public right-of-way (BMC 7-3-701.1).

PUBLIC WORKS DEPARTMENT – WATER RECLAMATION AND SEWER

85. The location, depth, and dimensions of all sanitary sewer lines and easements shall be shown on the plans.

86. Under the current rate structure, pulling the Building Permit for the Project is subject to a Sewer Facilities Charge ("SFC") estimated at $630,522.54, subject to Section 4.02(f) of the Development Agreement. The charge is due prior to issuance of a Building Permit for the Hotel (BMC §§ 8-1-802 and 8-1-806).

    SFC= Project

    = Hotel units [$1267/unit * 420 units]

    = Lease Space [$7.329/SF * 2060 SF]

    = Restaurant [$628/Seat * 78 Seats]

    = Meeting room [$1.046/SF * 1500 SF]

    = Fitness Center [$0.973/SF * 1600 SF]

    = Bar [$6.235/SF * 5000 SF]

    = $532,140 + $15,097.74 + $48,984 + $1,569 +$1,556.8 + $31,175

    = $630,522.54

    (Note: It is the responsibility of the Applicant to show proof of existing sewer usage or existing developments so that the proper credit can be given.)

87. Every building or structure in which plumbing fixtures are installed, which convey sewage, shall be connected to the municipal wastewater system (BMC § 8-1-104).

88. No person shall connect to or tap an existing public sewer without obtaining a permit (BMC § 8-1-301).

89. A maintenance hole shall be installed at the connection point to the City sewer main for any newly proposed private sewer lateral connection(s) that are greater than or equal to 8-inches in diameter (BMC § 8-1-308) per Standard Drawing BSS-201-2 located in the 2012 edition of Standard Plans for Public Works Construction.

90. Food Service Establishments are required to install, operate, and maintain an approved type and adequately sized, remotely located and readily accessible grease interceptor, unless a conditional waiver is granted by the Director (BMC § 8-1-502.2.(E)). The inclusion of a restaurant as part of the Project will require a grease interceptor to trap, separate and hold grease from wastewater and prevent it from being discharged into the public sewer.

91. A backwater valve is required on every private sewer lateral(s) connected to a private building(s), 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). Please note that Public Works' Wastewater Division will not sign off on the Certificate of Occupancy until the owner/Applicant provides

proof that the backwater valve(s) has been installed.

92. The current Sewer Capacity Analysis (SCA) is valid through September 25, 2028. Any further extension or addendum to the SCA may be granted at the City's discretion, provided that written proof is submitted to the City that the Applicant is working on the offsite sewer design plans and is in the process of constructing the upgrades (either independently or with potential other applicants who may also be impacting the site). In order for future extensions or addendums to the SCA to be granted, the Applicant would be required to submit a new SCA fee per the currently adopted (latest) Citywide Fee Schedule. Please note that if an extension or addendum to the SCA is granted, the Applicant will be exempt from updates to the SFCs pursuant to Section 4.02(f) of the Development Agreement.

93. Per the latest SCA for the Project, it was determined that offsite improvements are necessary to the existing City sewer infrastructure to accommodate the increased sewage flow introduced to the system by the proposed Project. The results of the SCA and SCA Addendum dated September 24, 2026 determined that connection to the sewer system would be granted contingent on the following conditions being met:

    a. Prior to the issuance of a Building Permit, the Developer shall pay $630,522.54 in Sewer Facilities Charges (SFC), based on the most recently updated plans and per the SCA Rev 3).

    b. The Developer shall design and construct approximately 1,580 feet of sewer main infrastructure improvements (see Attachment A of SCA Rev 3). The reaches include the sewer from the intersection of Wyoming Ave. / N. Ontario St. to the intersection of W. Burbank Blvd. / N. Frederick St.

    c. The aforementioned sewer mains must be upsized to accommodate the additional flow from the development. Design plans for the sewer infrastructure upgrades must be approved by the Public Works Director prior to issuance of permits for construction. In addition to obtaining all necessary permits, the Developer shall pay for construction inspection services.

    d. The Development shall not exceed a peak wastewater discharge rate of 107 gallons per minute, which is the currently calculated peak discharge rate based on the information submitted for City consideration and analyzed in SCA Rev 3.

    e. No Temporary or Final Certificate of Occupancies shall be issued until the public sewer improvements are completed and accepted by the City, upon which time the facilities will be turned over to the City for operation and maintenance purposes.

    f. The Development is required to connect to the City's sanitary sewer system along the reaches marked as 'A' on the map included on the first page of SCA Rev 3, meaning between maintenance holes (MH) 20-168 to MH 20-250, and MH 20-169 to 20-170.

94. Any construction activity that results in soil disturbances greater than one acre is

subject to the General Permit for Storm Water Discharges Associated with Construction Activity Permit Order 2009-0009-DWQ (2009 Construction General Permit) – see:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml.

Additionally, if the construction activity less than one acre is part of a larger common plan of development that encompasses a total of one or more acres of soil disturbance or if there is significant water quality impairment resulting from the activity, it is subject to the 2009 Construction General Permit.

95. A Pool Discharge Permit is required each time a pool is emptied for multi-family/commercial properties. The permit may be obtained at the Public Works Permits counter and is subject to a fee per the currently adopted Citywide Fee Schedule. Please note that through the City's Industrial Pretreatment Program and BMC § 8-1-501.4 (Local Limits), the City prohibits commercial and industrial properties from installing saltwater pools.

96. Best Management Practices (BMPs) shall apply to all construction projects and shall be required from the time of land clearing, demolition or commencement of construction until receipt of a certificate of occupancy (BMC § 9-3-407).

97. Certain construction and re-construction activities on private property will need to comply with post-construction BMPs, which include BMC Sections 8-1-1007 and 9-3-414.D authorizing the City to require projects to comply with the Standard Urban Stormwater Mitigation Plan provisions and the City's Low Impact Development (LID) ordinance. For questions on these requirements, please contact the City's Building Division at (818) 238-5220.

98. Discharges from essential non-emergency firefighting activities (i.e., fire sprinkler system testing) is a conditionally allowed non-storm water discharge into the storm drain system, provided appropriate BMPs are implemented. The Applicant shall follow the requirements in the City's Fire Suppression Systems discharge form to comply when conducting the conditionally allowed non-storm water discharge.

99. Landscape irrigation discharges using potable or reclaimed/recycled waters are a conditionally allowed discharge per Table 8 of *Final LA County MS4 Permit (Order No. R4-2021-0105)*, which can be found at:

https://www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/municipal/public_docs/2022/1_Order(ACC-RPSignature).pdf

100. Certain construction and re-construction activities within the City's transportation corridors (i.e., public streets, public alleys, public parkway areas, private streets, and private parking) will be subject to the City's Green Streets Policy requirements

should the transportation corridor redevelopment area exceed 5,000 square feet. This policy can be reviewed at the following address:

https://www.burbankca.gov/web/public-works/permits-online-counter

For questions on these requirements, please contact the City's Waste water Division at 818-238-3915.

101. Dewatering an area where water accumulates (i.e., crawl space, foundation, or basement) is now considered a prohibited discharge into the storm drain system. As such, private property applicants have the following options for dewatering accumulated volumes of water:

    a. Depending on the volume and having controls in place to keep the discharge on-site, direct the dewatering discharge to a planted/vegetated area located on private property; or

    b. Apply for an individual NPDES permit with the Regional Board to allow the dewatering discharge into the storm drain system through ORDER NO. R4-2018-0125: page 9 of this Dewatering Order state that temporary dewatering including subterranean seepage dewatering, requires individual coverage and is no longer covered/allowed under the MS4 permit. Questions need to be directed to the Regional Board at (213) 576-6600.

PUBLIC WORKS DEPARTMENT – TRAFFIC ENGINEERING

102. Parking spaces shall be constructed per BMC §§ 10-1-1401, 10-1-1403, 10-1-1417, 10-1-1606. Parking stalls for commercial or retail use shall be minimum of 9-feet wide.

103. ADA parking stalls shall be constructed per Caltrans Standard Plan A90A (BMC § 10-1-1401).

104. End stalls shall be a minimum of 11 feet wide or an access aisle shall extend 3 feet beyond the bay per Burbank Standard Plan BT-400. This applies to both the parking garage and surface-level parking lot (BMC § 10-1-1401).

105. If an obstruction is located outside of the permitted areas, on one or both sides of the parking stall, a standard parking space shall be minimum 10-feet wide per Burbank Standard Plan BT-400 (BMC § 10-1-1401).

106. Every commercial and retail parking space shall maintain a vertical height clearance of 8'-2" per Burbank Standard Plan BT-402 (BMC § 10-1-1401).

107. Concrete wheel stops shall be installed where parking stalls are adjacent to the sidewalk BMC § 10-1-1417(D)).

108. No visual obstruction shall be erected or maintained above 3' high or below 10' high in a 10' by 10' visibility cut-off at intersection of streets (BMC § 10-1-1303(A)).

109. No visual obstruction shall be erected or maintained above 3' high or below 10' high in a 5' by 5' visibility cut-off at intersection of street and driveway (BMC § 10-1-1303(C)).

110. Prior to the issuance of a Final Certificate of Occupancy for any portion of the Project, the Project shall construct the off-site improvements listed in these Conditions of Approval. Off-Site Improvement Plans shall be submitted to the Public Works Department for review and acceptance prior to commencing work within the public right-of-way. The Off-site Improvement Plans shall meet the following conditions:

    a. The Applicant shall construct offsite Improvements along Thornton Avenue consistent with Exhibit 1 of Attachment D. Notwithstanding the foregoing, modifications to these improvements may be required if the Public Works Director, or their designee determines that implementation of the improvements as proposed is technically infeasible or impractical. When making a finding of "technically infeasible," the Director will consider limitations to successfully implementing the improvements due to existing or planned physical or site constraints, including any constraints within the City's right-of-way or conflicts with existing or planned utilities. When making a finding of "impractical," the Director will consider factors such as, but not limited to, the safety and utility of a development feature based on site-specific conditions, and long-term maintenance requirements. These improvements shall be constructed to the satisfaction of the Public Works Director.

    b. The Project shall submit Signing and Striping design plans to Public Works for review and acceptance. Signing and Striping plans shall conform to the requirements of the Caltrans Standard Plans 2015, California Manual on Uniform Traffic Control Devices (CA MUTCD) latest edition, the California Vehicle Code (CVC), Burbank Standard Plans. Contact Traffic Engineering for striping and signing plan drafting standards. Traffic Signal Modification plans shall also be submitted if any existing traffic signal equipment is impacted. The plans shall be submitted as part of the Off-site improvement Plans to be approved by the Public Works Director or designee.

    c. Per the CA MUTCD, if a shared signal face that provides protected/permissive mode left turns is mounted overhead at the intersection, it must be positioned over or slightly to the right of the extension of the lane line separating the left-turn lane from the adjacent lane. At the intersection of Hollywood Way and Thornton Avenue, the westbound shared signal indication must maintain its alignment with the striping for westbound left-turn lane.

    d. The proposed bike lane striping must provide gaps in the bike lane buffer where the bike lane intersects with a driveway/curb cut. This Condition applies to the driveways located on both the north and south side of Thornton Avenue. The

gaps in the bike lane shall be wide enough to accommodate vehicle turning. The design should 1) reduce conflicts with turning vehicles using the driveways and bicyclists using the bike lane, and 2) allow for safe maneuvering of vehicles in & out of impacted properties. The Project shall provide vehicle turning templates at the driveways to verify the length of gaps for the bike lane buffer.

e. The minimum bike lane transition/shift shall be 1:5 (W:L); though a 1:10 transition is preferred. The Project shall verify that the proposed bike lane shifts will meet the minimum requirement and note the transitions on the striping plan.

f. The Striping and Signage Plans shall provide proper bike lane drop or transition towards the approach of the signalized intersections.

g. The proposed bike lane will impact on-street parking on Thornton Avenue. As such, the Project shall install appropriate signs, per the CA MUTCD, where on-street parking is prohibited. The signs shall be shown on the Signage and Striping Plans.

PUBLIC WORKS DEPARTMENT – FIELD SERVICES

111. The Project shall have a common location(s) for trash enclosures large enough to house an appropriate number of sources separated trash, organics and recycling bins.

112. Operations of the development shall comply with the requirements in BMC Sections 4-2-101 through 4-2-128.

113. There shall be an appropriate location on the Project Site for all solid waste containers or bins. Solid waste containers and/or bins shall not be visible from the street.

PARKS AND RECREATION DEPARTMENT

114. Prior to the issuance of Building Permits, the Applicant shall submit landscape and irrigation plans prepared by a licensed landscape architect. They shall comply with Municipal Water Efficient Landscape Ordinance (MWELO) requirements if over 500 square feet of landscape.

115. The Applicant shall not remove any street/parkway trees unless the Parks and Recreation Director or their designee gives an approval. The Applicant is subject to pay the value of any tree removed (BMC §§ 7-4- 111(A), 7-4-102, and 7-4-105).

116. Existing Mexican Fan Palms within the Project Site can be removed. However, they will require replacement, but may be replaced with a different tree species.

117. Contact the Parks and Recreation Department's Forestry Division for a list of

approved trees should a replacement tree be required. All trees shall be a minimum of 24" box size. Trees shall be installed with Arbor Guards.

118. Prior to the issuance of Building Permits, the Applicant shall add the following note to the planting plan:

Applicant to install street trees, must contact the Forestry Supervisor, at (818) 238-5343, at least forty-eight (48) hours prior to installation. Failure to contact the City for inspection and installation may cause the removal and replacement at the owner's expense.

119. Tree wells shall be required if planting in public right-of-way (BMC § 7-4-118).

120. The Applicant shall provide irrigation bubblers to street trees (BMC § 10-4-2713).

121. The Applicant shall provide an automatically controlled irrigation system to the parkway (BMC § 10-1-2713).

122. Prior to the issuance of Building Permits, the Applicant shall comply with Art in Public Places Ordinance (BMC § 10-1-1114).

123. Prior to the issuance of Building Permits, the Applicant shall provide an arborist/landscape architect valuation of any tree removed from the public rights-of-way for the Project (BMC § 7-4-105).

BURBANK WATER AND POWER – ELECTRIC DIVISION

124. The Project shall comply with the latest version of the Burbank Water and Power Rules & Regulations for Utility Service. The Rules are authorized by Burbank Municipal Code; Title 8, Chapter 2, Section 8.2 and are approved by the Council of the City of Burbank annually. Rules and Regulations can be viewed at https://www.burbankwaterandpower.com/rules-regulations

125. The Project shall comply with the latest version of Burbank Water and Power Electric Specifications as authorized by the Burbank Water and Power Rules & Regulations for Utility Service. The latest Electric Specifications can be viewed at https://burbankwaterandpower.com/electric/specifications.

126. Loads 5MVA or greater will require a new customer substation. BWP has agreed to explore additional options through a feasibility study. Offsite substation options, if applicable, will be made available to the Applicant based on BWP's feasibility study. If an onsite customer substation is required, the Applicant must provide the necessary space (a minimum of 125' x 80', with two 20' access roads on two sides) per latest version of BWP Rules and Regulations. Feasibility Study has been completed. The results and requirements have been shared with the Applicant and must be incorporated into the proposed plans for this development.

127. The Applicant shall install rooftop solar generating equipment and infrastructure (Solar Infrastructure) on-site as further described in this Condition, capable of generating 11% of the Project's annual energy consumption, as described in Condition Nos. 16 and 24c. The Applicant shall provide documentation to the City demonstrating compliance with this requirement prior to issuance of a Certificate of Occupancy.

If the Applicant does not install an onsite substation, upon the issuance of a Certificate of Occupancy for the Project, Burbank Water and Power (BWP) shall immediately have the exclusive option (but not the obligation) for a period of ten (10) years, to lease the rooftop and the battery storage equipment area of the Project's parking structure for a 99-year period, with total rent equaling $1.00 per year to be paid in full upfront by BWP for a total of $99.00 for the life of the Lease, and BWP shall simultaneously purchase the Solar Infrastructure existing on the parking structure at the time of the Lease's signing (collectively, the Option). The terms and conditions of the Lease and Solar Infrastructure purchase (excluding the purchase price) shall be established in the Electric Service Agreement and finalized prior to the issuance of a Certificate of Occupancy from the City.

For purpose of this Condition, Solar Infrastructure shall be defined as:

The photovoltaic electricity generating facility with an aggregate nameplate capacity of at least 425 kW AC, including PV modules, mounting structures, inverters, combiners, disconnects, wiring, conduits, meters, metering panels, switchgear, transformers, data acquisition systems, and all other associated electrical and mechanical equipment, extending up to and including the point of interconnection with BWP facilities within the electric utility easement.

The Lease shall allow BWP to use, access, and maintain the Solar Infrastructure and to install and maintain an equivalent sized battery energy storage system and related equipment in the battery storage equipment area. The Lease shall allow BWP to connect the Solar Infrastructure to the battery storage equipment area for ease of future installation and modifications. All power generated by the purchased Solar Infrastructure during the Lease term shall be owned by BWP, unless assigned by BWP. At the conclusion of the Lease, all Solar Infrastructure, including any battery energy storage system, shall immediately be transferred to the Applicant in its then-existing condition, and BWP shall have no obligation to remove or maintain it.

Should BWP exercise the Option, BWP shall be responsible for the maintenance and operation of the Solar Infrastructure during the term of the Lease. The Applicant shall remain responsible for the maintenance and capital improvement of the underlying parking structure and any other leased area(s). The purchase price of the Solar Infrastructure shall equal the actual documented cost that the Applicant paid to purchase and install the Solar Infrastructure, and shall not exceed One Million Six Hundred Thousand Dollars US ($1,600,000.00). In the event the actual

documented cost the Applicant paid to purchase and install the Solar Infrastructure exceeds One Million Six Hundred Thousand Dollars US ($1,600,000.00), the Applicant and BWP shall renegotiate, in good faith, the purchase price of the Solar Infrastructure to a price that is mutually agreed to by the Applicant and BWP. If the price cannot be mutually agreed upon, BWP may immediately terminate its Option including any resulting Lease or purchase agreement at no cost to BWP.

At BWP's sole discretion, BWP may pay for the purchase of the Solar Infrastructure by providing an equivalent dollar amount to the purchase price in the form of a credit toward the Applicant's Aid-in-Construction Fee within the Electric Service Agreement or by making payment in US dollars. If payment is made in US dollars, it shall be made within 60 days after the effective date of the Lease, unless otherwise mutually agreed to in writing by the Applicant and BWP.

If BWP does not exercise its Option to enter into the Lease and purchase the Solar Infrastructure, the Applicant shall retain ownership of the Solar Infrastructure and shall be responsible for its continued operation and maintenance in accordance with applicable requirements and Condition Nos.16 and 24c. The expiration or non-exercise of BWP's Option shall not relieve the Applicant of its obligations under those conditions.

128. Outdoor meter locations are preferred. When adequate exterior wall space is not available, a separately locked, clearly labeled meter room is acceptable. For this project all meter rooms shall be located on the ground floor and have two exit doors equipped with panic hardware. At least one door must lead directly outside. BWP shall be supplied an access key to the room, which will be installed in a lock box adjacent to the door. The Applicant shall consult BWP for approved location and obtain a service confirmation prior to any installations.

129. The following information shall be included on the construction plans:

    a. Location of the existing electric service panel and existing electric utilities
    b. Dimensions/location of existing/proposed public improvements adjacent to project.
    c. The width and the location of all the existing and proposed easements.
    d. Fully dimensioned building elevations showing height of structure from natural grade.
    e. Proposed location of the electric service panel/meters.
    f. Proposed location of any pad-mounted electrical equipment.

130. Construction plan approval will not be given until an electric service confirmation is obtained. Contact BWP Engineering at (818) 238-3575. The plans must show pertinent information related to the method of service as specified on the confirmation.

131. A load schedule and secondary service schematic will be required to determine the extent of the electrical load requirements. An electronic copy of a plot plan of the Project Site, showing all the existing and proposed substructures, complying with BWP AutoCAD standards should also be provided to BWP Electrical Engineering to aid the electrical design. BWP will provide full comments after the electrical sheets are provided. A meeting should be scheduled between the Applicant, 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 the facilities. Latest version of BWP Rules and Regulations ("Rule") 2.01(d).

132. Loads below 5MVA will be fed from the existing system but will require upgrades to accommodate the new development, at Applicant's cost. Latest version of BWP Rules and Regulations 2.01(j).

133. The proposed development will require the installation of pad-mounted switches and transformers. The pad-mounted switches will be looped on the line side.

134. The proposed development will require transformer and switch pads, which have a vault underneath them. No structures are allowed to be constructed underneath these vaults.

135. The installation of pad-mounted transformers and switches will require the use of a crane or boom truck. To facilitate this installation, a vertical clearance of 40' from the transformer or switch pad level should be maintained. Any design that would restrict vertical access clearance to a level below 40' shall be subject to BWP review and approval if deemed feasible.

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

137. Provide a minimum 10' x 17' clear accessible area at grade level on undisturbed soil with easy crane access 20-foot wide for each single-phase pad-mount transformer facility.

138. The proposed development will require the installation of 4' x 6' primary and secondary pull-boxes.

139. The proposed development will require the installation of 8' x 14' primary manholes.

140. The Applicant is required to extend underground substructure through the Project Site to connect Thornton Ave. and Avon St. and provide 10-foot-wide easements

for all substructure. The substructure may include padmount switch vaults, conduit, manholes, and pullboxes.

141. The Applicant is responsible for offsite conduit extensions and underground substructure that will be required to serve the Project Site.

142. Additional conduits may be required to provide for future needs.

143. The Applicant shall provide 10’ wide recorded easement for the new underground system within the property and a minimum 27’ x 15’ clear accessible easement for a pad-mount switch. The Applicant’s surveyor will provide a legal description of the easements, which will be reviewed by Burbank Water and Power and then processed by the Community Development Department (contact 818-238-5250 for recording).

144. No new permanent structures are allowed within utility easements on the Project Site.

145. The Applicant’s contractor will provide as-built drawings showing the exact location of underground substructure installed to serve the Project Site.

146. All substructure work including transformer pads, switch pads, pull boxes, grounding systems, primary conduits and secondary conduits are the responsibility of the Applicant and shall be done in accordance with Burbank Water and Power drawings and specifications.

147. Any existing and proposed substructure on-site and off-site, which may affect the location of the new underground electrical system and any other improvements shall be identified and shown on the final plans to avoid a potential conflict with other substructure.

148. BWP will provide the following items at the Applicant’s cost:

    a. Construction drawings for all substructure work.
    b. Engineering support during construction.
    c. Inspection of the work performed by the Applicant’s contractor to ensure the work is done per the plans provided by BWP and per BWP specifications.
    d. Installation of all transformers, switches, primary cables, and metering devices.
    e. Termination of the secondary cables at the transformer.

149. The Applicant's contractor shall install secondary conduits, pull cable from the transformer to the switchboard, and terminate the secondary cables on the switchgear.

150. Depending on the location of the switchgear (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 (switchgear inside the building) or by the BWP inspector (switchgear outside the building).

151. 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, et cetera. The BWP inspector will inspect the amount and size of secondary conduits and cables.

152. The Applicant's contractor is responsible for protecting any existing BWP 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. (Latest version of BWP Rules and Regulations 1.14, 2.01(e), 2.54 per BMC 8-2-203)

153. The Applicant's contractor is responsible for protecting any existing BWP underground facilities from damage during construction. No crane-imposed loads will be allowed on any existing manhole or pullbox structures. (California Government Code 4216, Latest version of BWP Rules and Regulations 1.14, 2.01(e), 2.54 per BMC 8-2-203)

154. Any excavation that restricts vehicular access to existing BWP facilities may require the relocation of such facilities prior to excavation at the Applicant's cost. (Latest version of BWP Rules and Regulations 1.12, 1.14, 2.01(e), 2.52(f), 2.54 per BMC 8-2-203

155. The BWP fees for providing electric service are Aid-in-Construction (AIC) charges set forth in Section 3.26 of the latest version 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.

156. A Customer or Applicant requesting a new, upgraded or replacement metered electric panel will be charged a Capacity Charge based on the kVA demand of

such new, upgraded, or replaced metered electric panels, which will be applied according to the latest version of the City of Burbank Fee Resolution. The kVA demand is calculated using the formulas in the latest version of the BWP Rules and Regulations 3.26(g).

157. If any portion of existing BWP facilities needs to be upgraded or relocated due to the Project, then it will be done at the Applicant's expense.

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

159. Contact BWP Engineering at (818) 238-3565 (commercial) if the existing service panel requires upgrading.

160. 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 (latest revision), Section 2.68 (c) for acceptable labeling (stenciling or riveted tags required, permanent marker is unacceptable). Contact Public Works Engineering for unit designations.

161. The service switchboard rating shall be limited to 3000 Amps. Five copies of EUSERC drawings of the switchboard shall be provided to BWP for approval prior to submittal to the manufacturer. Service shall not be energized unless these drawings are provided.

162. All new metered services require a path for meter communications to BWP communication networks. Installation of meters that fail to continuously communicate with BWP communication networks will require additional BWP approved equipment to be installed at the Applicant's expense in order to create the appropriate communications path.

163. The Applicant is responsible for the street lighting system traversing or adjacent to the Project. The street light system is required to be underground fed with LED luminaires. If existing lighting conditions do not satisfy this requirement or current light-level standards on Thornton Ave. (or streets adjacent to the development) are deemed insufficient, then modifications shall be made at the Applicant's expense. Standards and luminaires will be supplied by BWP at the Applicant'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.

164. Any construction related to or for the Project that impacts existing streetlight standards or infrastructure will require relocation at the Applicant's cost.

165. BWP offers high-speed, high-quality fiber optics-based services through its ONE Burbank program. Fiber service is available to the Project if desired. To facilitate connection, a conduit should be installed between the electric meter room and the telecom/data MPOE. For further information, email support@oneburbank.com or call 818- 238-3113.

166. Contact AT&T at (866) 577-7726 for any phone company facility conflicts. Contact Charter Communications at (818) 847-5013 for any cable T.V. facility conflicts.

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

168. 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 or their designee.

169. BWP landscaping requirements for transformer pads and switch pads: Due to the natural maturation of trees and other landscaping elements, the following requirements are to be adhered to:

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

    Landscape plans shall adhere to the above requirements, showing proper working clearances for electrical facilities on L-sheets.

170. 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.

171. Power factor correction to a minimum of 90% will be requested to minimize kVA demand as well as energy use. The Applicant must use California Nonresident Building Standard to consider and implement energy efficient electrical equipment and devices for minimizing peak demand and wasteful energy consumption. (Latest version of BWP Rules and Regulations 2.21 per BMC 8-2-203)

172. Electric Vehicle (EV) parking capacity shall be in accordance with Title 24 building code requirements. Plans shall detail all planned EV charger installations as well as all EV capable parking spaces. The electrical service panel shall include capacity to simultaneously charge all EV capable parking spots at their full-rated amperage whether installed or not.

173. As part of our efforts to reduce greenhouse gas emissions, improve air quality, and enhance customer service, BWP's Electric Vehicle Charging program promotes the use of electric vehicles by providing rebates for the installation of Level 2 (240V) charging equipment. BWP also installs and maintains a public electric vehicle charging network, consisting of 45 Level 2 charging ports and 2 DC Fast Chargers (480V), with new stations added each year depending on budget and availability. More information can be found at https://www.burbankwaterandpower.com/electric-vehicles/residential-ev-charger-rebate

174. For loads above 750 KVA, the Applicant shall be required to execute an Electrical Services Agreement with Burbank Water and Power prior to order of material or start of construction.

BURBANK WATER AND POWER – WATER DIVISION

175. The Applicant shall submit the following to BWP Water Division (Water) in accordance with BWP Rules and Regulations Section 4.30:

    a. A Utility Plan showing the size & location of existing and proposed water services (domestic, irrigation, fire, and recycled water, the type and location of all backflow prevention assemblies), all existing facilities to remain, relocate or be abandoned and locations of stub-out(s) for future connection(s).

    b. Calculations for sizing domestic water meters and services.

    c. Landscape Irrigation Plans.

d. Plumbing Plans.

e. Domestic water demand calculations, and fire flow requirements for the Project.

f. Irrigation water demand calculations for all proposed landscaped areas.

176. Applicant shall design proposed water service connections in accordance with BWP Rules and Regulations Sections 1.10, 4.14, 4.15, 4.30, 4.31, 4.32, 4.33, 4.34, 4.36, and as follows:

a. New potable/fire water services shall connect from a 10-inch main located in Thornton Avenue at a static pressure of approximately 100+ per square inch (PSI).

b. The static pressure at the Project exceeds 80 pounds (PSI). Pressure regulators shall be installed to meet Building Division's requirements in accordance with the California Plumbing Code (CPC).

c. Domestic meter size shall be adequate to provide the required flow, as determined by a licensed plumber, architect or engineer, calculated from the number of fixture units for the Project, pursuant to the CPC, CCR, Title 24, Part 5.

d. A service connection shall not be used to supply utility services to any parcel of land other than the parcel for which the service connection is assigned. If multiple parcels are not consolidated into one parcel, each parcel will require their own potable and fire water services.

e. If the proposed Water owned meter is located on private property, the Applicant shall dedicate an easement to Water for the purpose of access and maintenance of the meter. The Applicant shall pay for all costs and responsibilities in the preparation of the legal description, map, exhibits, and recordation of the easement.

f. The Applicant shall verify that the existing public water system has adequate capacity to serve the Project. If off-site water system improvements are required to maintain acceptable pressures or fire flows, the Applicant shall be responsible for those improvements.

g. The Applicant shall identify all existing water services proposed to remain in service and all services proposed to be abandoned or removed. Abandoned services shall be disconnected in accordance with BWP requirements.

177. Prior to final approval and preparation of an estimate by Water, the Applicant shall obtain approval from the Fire Department for appropriate fire service size and appurtenance selection. A deposit will then be collected to cover construction costs for all required services.

178. If the Fire Department requires any new fire hydrants and/or fire services for this

development, the Applicant shall request an estimate from Water. The full deposit for any required work (including upgrading the fire service/backflow device) shall be paid prior to Water's approval of project plans.

179. The Applicant shall submit a fire flow analysis approved by the Burbank Fire Department demonstrating that the existing public water system can provide the required fire flow for the Project.

180. The Applicant shall be responsible for all additional costs of connection, installation, and abandonment in accordance with BWP Rules and Regulations, which may include:

    1. A Water Main Replacement Fee (WMRF) of $208,500
    2. Along Thornton = $250/ft x 492 ft = $123,000
    3. Along Hollywood Way = $250/ft x 342 ft = $85,500

    Estimated fees are generated during the preparation of the conditions of approval. Actual fees shall be determined at the time of payment, pursuant to Section 4.02 of the Development Agreement.

181. The Applicant shall be responsible for all additional costs of connection, installation, and abandonment in accordance with BWP Rules and Regulations.

    a. Water services for the Project must 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 minimum $50 backflow prevention plan check fee and up to actual cost will be applied. Domestic, irrigation, and fire services will require installation of backflow prevention assemblies (BPA). BPAs shall be installed on the Applicant's property and as close as possible to the property line (Standard Drawing No. BWP-615).

    b. All domestic, irrigation, fire, and recycled water services shall require the appropriate backflow prevention assemblies as determined by BWP Water Division and the State Water Board Cross-Connection Control requirements.

182. The Applicant shall be required to use recycled water in accordance with BWP Rules and Regulations Sections 5.01, 5.02, 5.15, and as follows:

    a. Recycled water shall be utilized for construction, grading, and dust control. Contact Water Engineering for fees and permitting requirements.

    b. Recycled water use will be mandated for all irrigation once available. Separate recycled water services shall be required specifically for irrigation. The Applicant must coordinate with BWP Water Engineering to determine the locations of recycled water service connections.

c. The Applicant shall be responsible for obtaining all required approvals from LA County Department of Public Health and California State Water Board - Division of Drinking Water. It is recommended that the Applicant contact BWP Water Engineering prior to submitting the application to County Public Health.

d. The Applicant shall submit recycled water demand calculations for all proposed irrigation areas.

e. The Applicant shall clearly identify all proposed recycled water facilities on the utility plans, including recycled water mains, meters, service laterals, isolation valves, and cross-connection control devices.

f. Landscape irrigation systems shall be designed to allow future conversion to recycled water where recycled water service is not immediately available.

g. The Applicant shall coordinate with BWP Water Engineering during the design phase to determine the timing and availability of recycled water service.

h. The Applicant shall evaluate the capacity of the existing domestic, fire, and irrigation water services serving the Project. The evaluation shall determine whether the existing infrastructure is adequate to serve the Project or whether additional or upgraded water services are required. The analysis shall be submitted to BWP Water Division for review and approval prior to final design.

FIRE DEPARTMENT

183. The Project shall comply with Fire Sprinkler California Fire Code Section 903 and the City of Burbank Municipal Code.

184. The Project shall comply with Fire Alarm California Fire Code Chapter Section 907. and the City of Burbank Municipal Code.

185. All items reviewed are based on information provided at time of review. The comments provided do not limit or relieve the property owner, Applicant, and contractors from the responsibility of ensuring compliance with all applicable provisions of fire/life safety codes. Such compliances may include but are not limited to fire department access for firefighting, including fire department vehicle access, fire water supplies and appurtenances. Further reviews may require additional requirements or limitations as the project develops and is not limited to the requirements provided in these comments. Fire Sprinkler, Fire Alarm, Emergency Vehicle Access, Yard Hydrant, Underground Fire Water and Emergency Radio Communication System Plans shall be hard copy delivered to the Burbank Fire Department 311 E. Orange Grove Ave. Burbank California 91502.

186. The Project shall comply with all applicable 2025 Edition of the California Fire

Code (CFC) and the California Building Code (CBC) as amended by the Burbank Municipal Code (BMC).

POLICE DEPARTMENT

187. All outside lighting shall comply with the requirements of BMC Section 5-3- 505 - Outside Lighting.

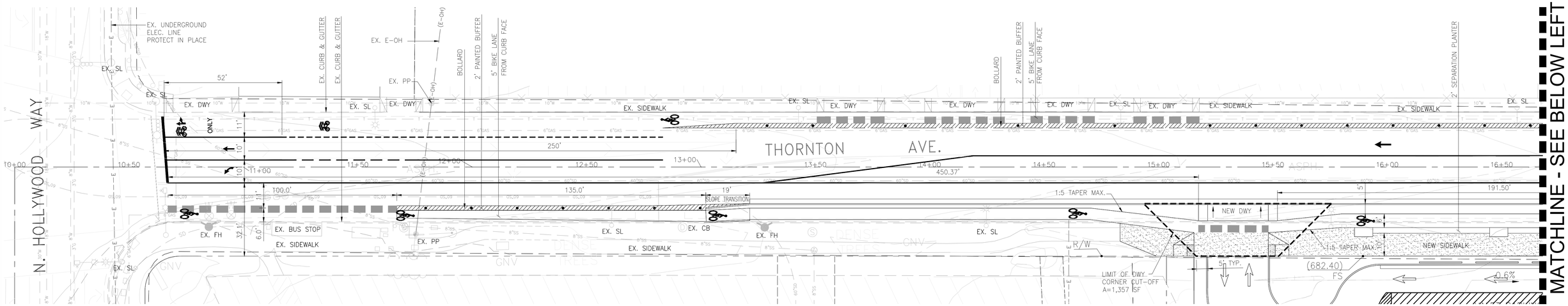
188. A Public Safety UHF Radio Amplification System on all buildings and parking structures shall be capable of supporting emergency safety service radio communication systems. All enclosed and/or subterranean interior areas of this project will be tested upon completion of construction to determine the radio signal transparency. Any buildings or structures which cannot pass the appropriate radio signal strength test may require installation of a radiating cable antennae or internal multiple antennae low power repeater system with or without FCC type accepted bi-directional UHF amplifiers as necessary to meet this requirement.

189. The Project shall comply with the commercial building identification requirements pursuant to BMC Section 9-1-505.1.2.

190. The Project requires a “key box for police,” also known as KnoxBox, to be installed in the following location(s): Police KnoxBox to be mounted on the wall adjacent to the main front door. The box must be visible while standing at the front door, and easily accessible.

EXHIBIT 1, TO ATTACHMENT D

THORNTON AVENUE AND AVON STREET OFF-SITE IMPROVEMENTS



LEGEND

	PROPERTY LINE/ RIGHT-OF-WAY
	GREEN BIKE BOXES
CB	CATCH BASIN
CL	CENTERLINE
FF	FINISHED FLOOR
FL	FLOWLINE
FS	FINISHED SURFACE
HP	HIGHPOINT
INV	INVERT
PL	PROPERTY LINE
ROW	RIGHT-OF-WAY
TC	TOP OF CURB
TG	TOP OF GRATE
TW	TOP OF WALL
TYP	TYPICAL
UNO	UNLESS NOTED OTHERWISE
FH	FIRE HYDRANT
PP	POLE-POWER
SL	STREET LIGHT
SDMH	STORM DRAIN MAN HOLE

30' 0' 15' 30'
SCALE: 1" = 30'

CONCEPTUAL OFFSITE IMPROVEMENT PLAN – THORNTON

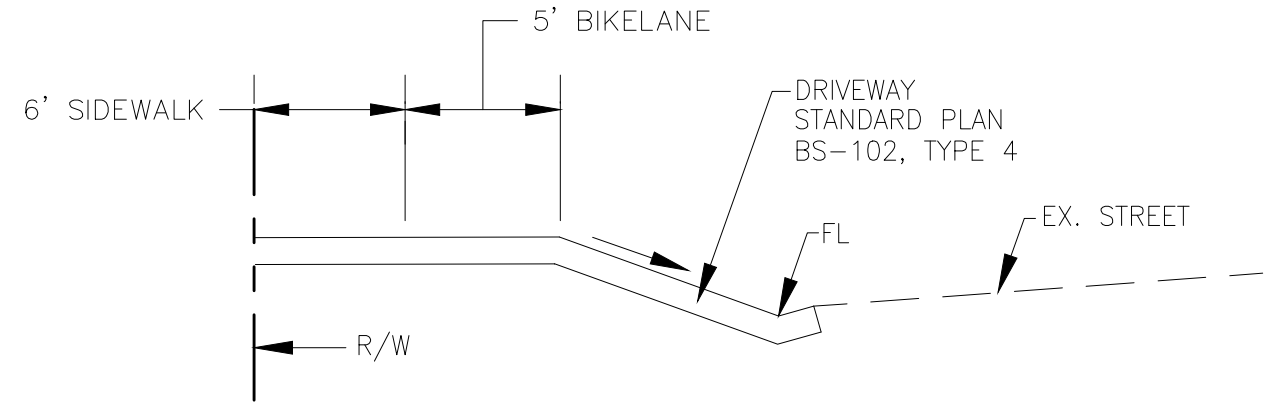
ARCHITECTURAL DIMENSIONS
801 Ygnacio Valley Road
Suite #230
Walnut Creek, CA 94549
TEL. 510.463.8300 • FAX. 510.463.8395

PROJECT INFO.
1. RESPONSE TO CITY COMMENTS 9/4/2023, UPDATE STREET IMPROVEMENT PLANS
2. RESPONSE TO CITY COMMENTS 03/06/2024, UPDATE STREET IMPROVEMENT PLANS
3. RESPONSE TO CITY COMMENTS 05/31/2024, UPDATE STREET IMPROVEMENT PLANS

MARRIOTT - ALOFT AND RESIDENCE INN
2500 NORTH HOLLWOOD WAY
BURBANK, CA

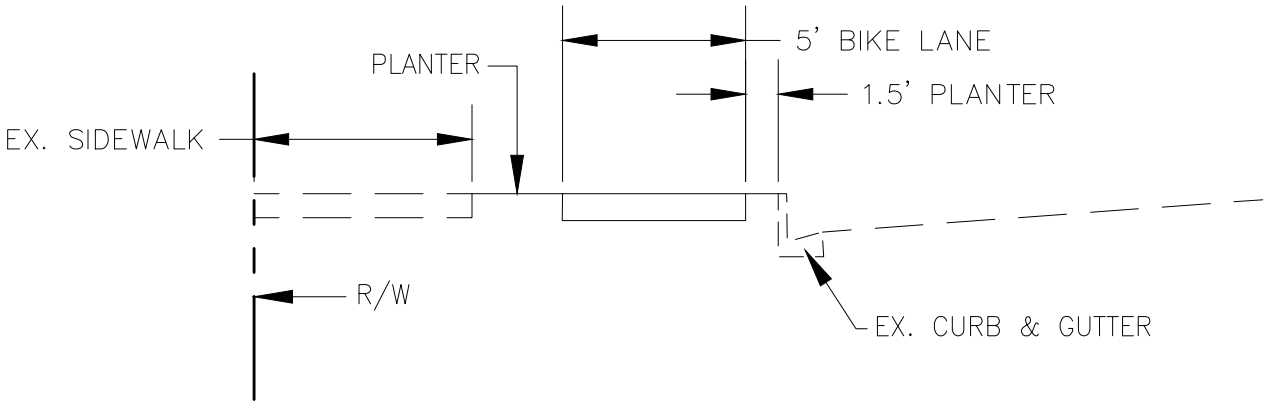
FUSCOE ENGINEERING
full circle thinking

JOB NO. **AWH04**
DATE. **09/09/2024**
DRAWING NO. **C7.0**



SECTION AT DRIVEWAY

NOT TO SCALE



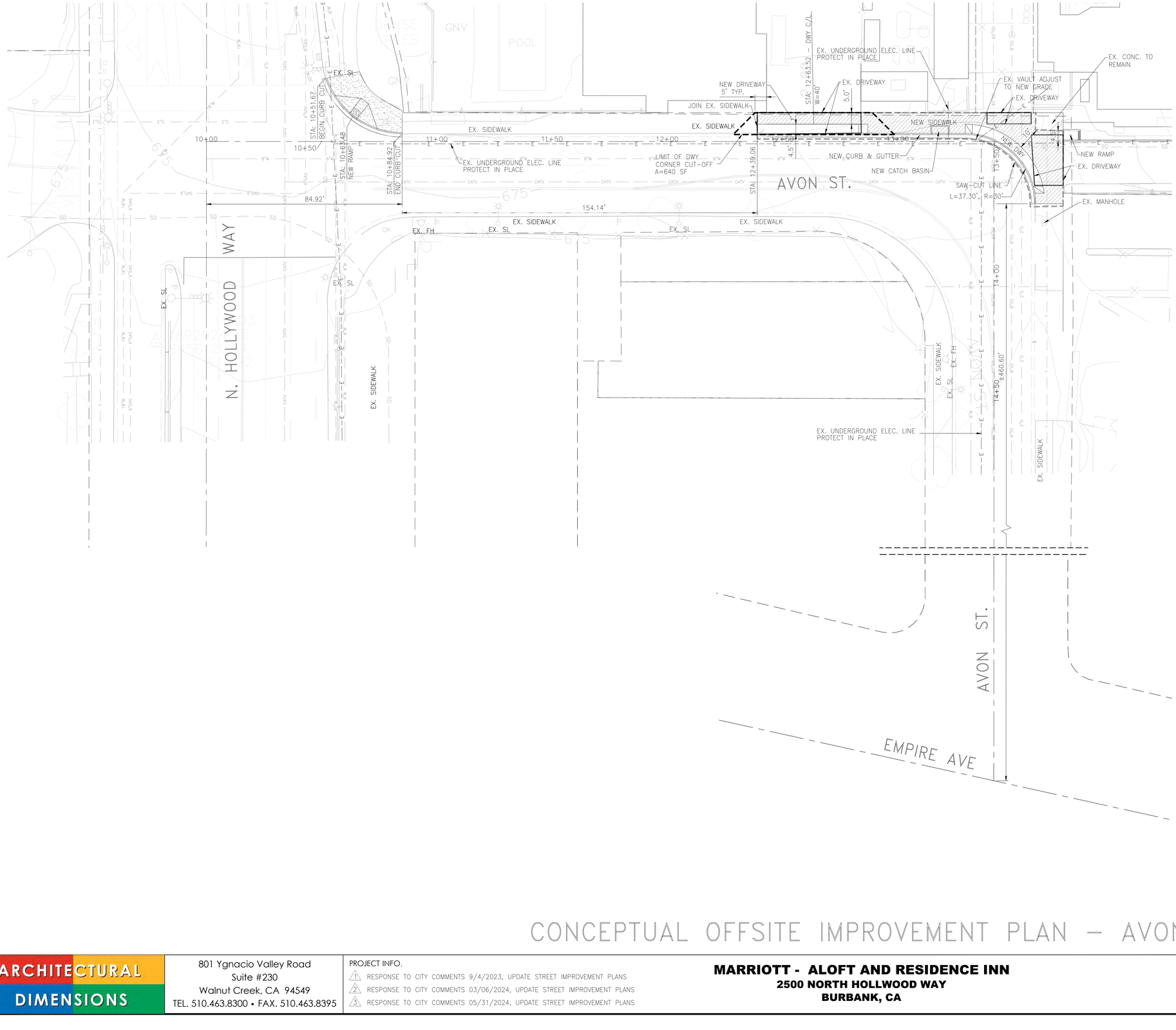
SECTION AT SIDEWALK

NOT TO SCALE

FUSCOE ENGINEERING
FULL CIRCLE THINKING®

06/17/2024

F:\PROJECTS\4147\001\PLANS\ENTITLEMENTS\CONCEPTUAL GRADING PLAN\4147-001 - CONCEPTUAL STREET IMPROVEMENT-C7.DWG (06-17-2024 1:03:57PM) Plotted by: ghormoz



LEGEND

— — —	PROPERTY LINE/ RIGHT-OF-WAY
CB	CATCH BASIN
CL	CENTERLINE
FF	FINISHED FLOOR
FL	FLOWLINE
FS	FINISHED SURFACE
HP	HIGHPOINT
INV	INVERT
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PP	POLE-POWER
SL	STREET LIGHT
SDMH	STORM DRAIN MAN HOLE

CONCEPTUAL OFFSITE IMPROVEMENT PLAN – AVON

30' 0' 15' 30'
SCALE: 1" = 30'

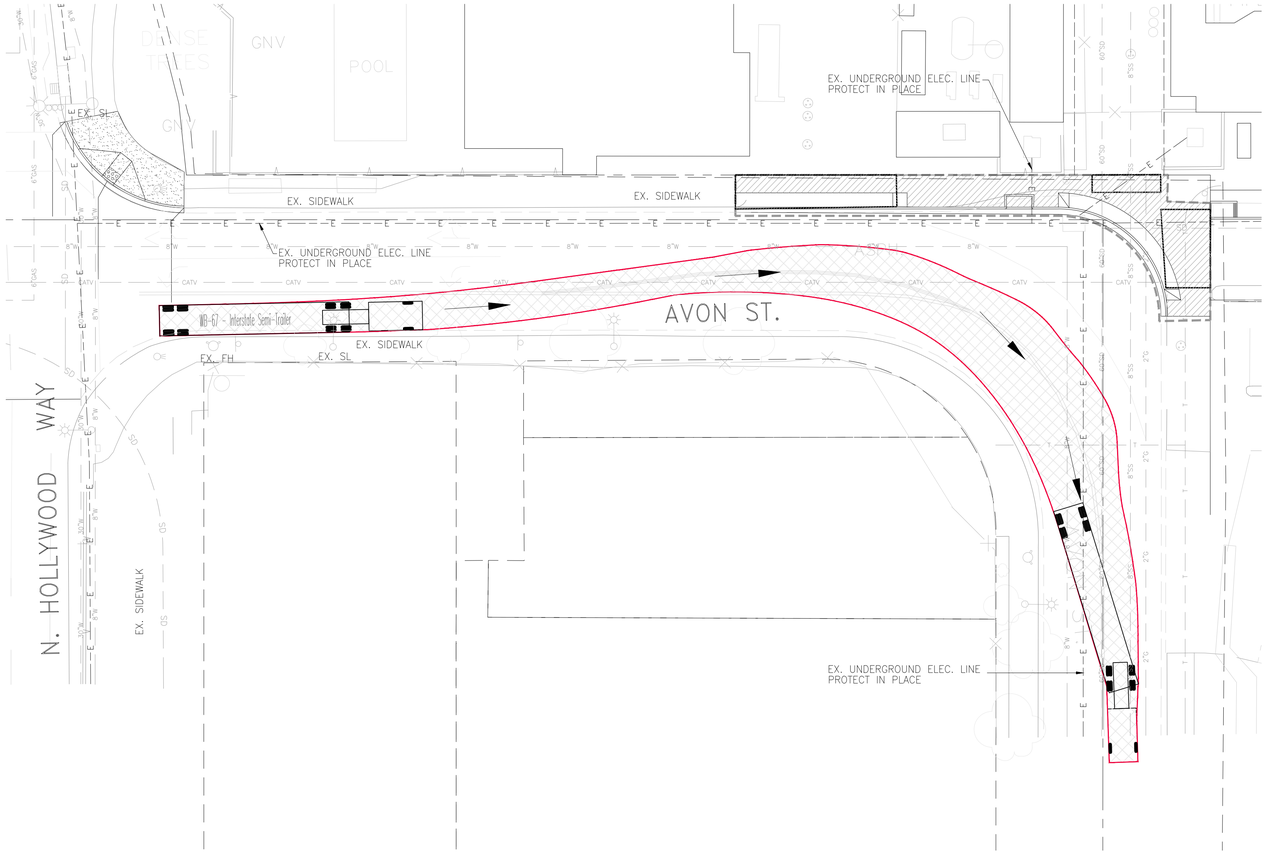
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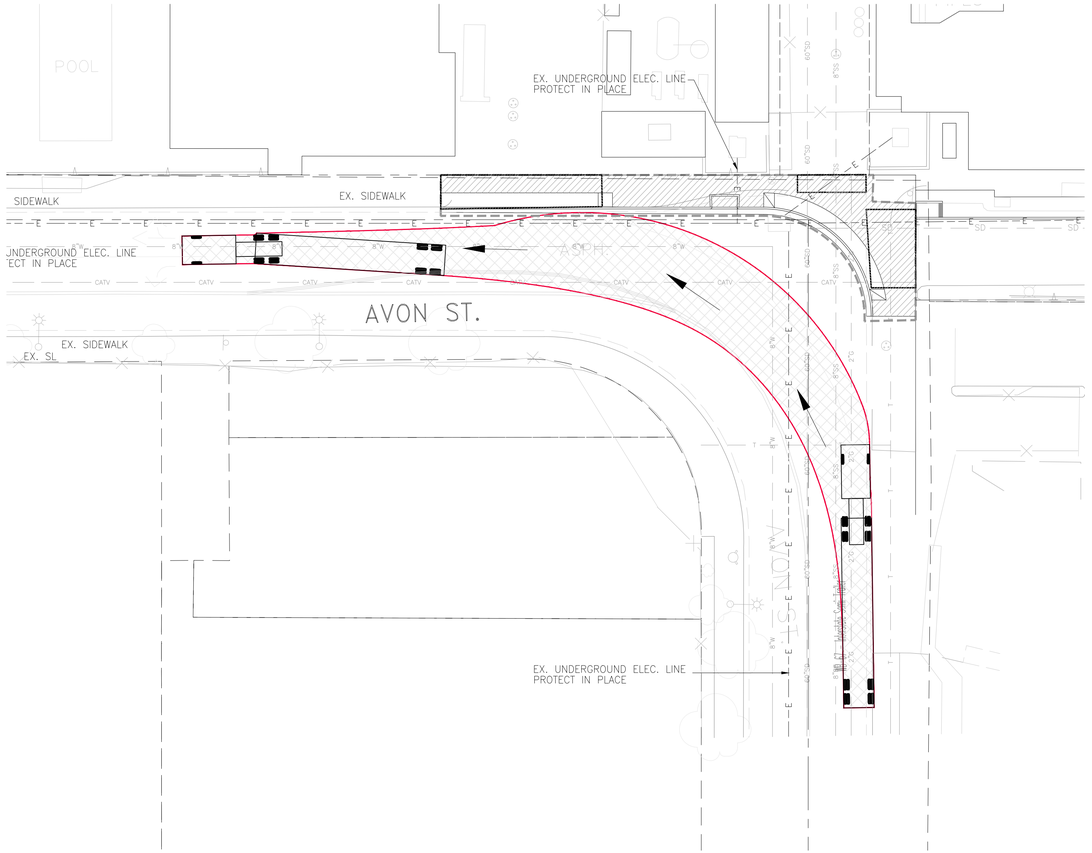
FUSCOE ENGINEERING full circle thinking

JOB NO. **AWH04**
DATE. **09/09/2024**
DRAWING NO. C7.1



TRUCK TURNING – AASHTO WB–67

FROM WEST AVON ST TO SOUTH AVON ST.



TRUCK TURNING – AASHTO WB–67

FROM SOUTH AVON ST TO WEST AVON ST.

N

30' 0' 15' 30'

SCALE: 1" = 30'

ARCHITECTURAL DIMENSIONS
801 Ygnacio Valley Road
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2500 NORTH HOLLWOOD WAY
BURBANK, CA

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JOB NO. **AWH04**

DATE. **09/09/2024**

DRAWING NO. C7.2

ATTACHMENT E

PLANNED DEVELOPMENT 2026-1:
PLANNED DEVELOPMENT ZONING REGULATIONS

DEFINITIONS

The definitions in Title 10 Chapter 1 Article 2 of the Burbank Municipal Code shall apply to this Planned Development Zone (the "PD Zone") and are incorporated here by reference (Attachment G).

LIST OF PERMITTED USES

The permitted uses in the PD Zone are listed in the table below.

P = Permitted
AUP = Administrative Use Permit
CUP = Conditional Use Permit

LIST OF USES	Planned Development 2026-1
RESIDENTIAL AND LODGING	
Hotel - including accessory commercial uses	CUP [1]
Multi-family Residential w/ permitted non-residential uses	P
Multi-family Residential-only	P
RECREATION, EDUCATION, AND ASSEMBLY	
Art gallery	P
Auditorium, labor union meeting hall, lodge hall	P
Convention/Conference Center	CUP [2]
Personal or Physical Arts Studios	P
RETAIL SALES AND DINING	
Alcoholic beverages - Sale and consumption on or off premises pursuant to Section 10-1-1116	P
Antique shop	P
Art shop	P
Bakery	P

[1] The "Existing Hotel" onsite is developed at a Gross Floor Area of 277,600 SF and a number of 488 hotel rooms, as of the date of approval of this Planned Development. The Hotel approved as part of this Planned Development ("Proposed Hotel"), is approved at a Gross Floor Area of approximately 262,338 SF and a number of 420 hotel rooms. Both the Existing Hotel and Proposed Hotel shall not require approval of a CUP at the existing and approved size. A CUP shall only be required for each one should there be a proposal to increase (1) the number of hotel rooms; or (2) the Gross Floor Area of either hotel by more than 5%.

[2] The "Existing Convention/Conference Center" onsite that is developed at a Gross Floor Area of approximately 39,000 SF shall not require approval of an CUP at the existing and approved size. A CUP shall only be required should there be a proposal to increase the size of the Existing Convention/Conference Center by more than 10% of the existing Gross Floor Area.

LIST OF USES	Planned Development 2026-1
Book store	P
Clothing store	P
Cocktail lounge/bar pursuant to 10-1-1116	P
Florist shop	P
Food specialty store	P
Market, convenience	P
Newsstand	P
Newsstand in c.e.b.	P
Restaurant, Full Service	P
Restaurant, Fast Service	P
Restaurant / Drinking Establishment (Section 10-1-1116)	P
Restaurant with incidental alcohol (Section 10-1-1116)	P
Retail store/sales	P
PROFESSIONAL OFFICES AND SERVICES	
Automated teller machine (Freestanding)	P
Bank	P
Barber shop	P
Beauty salon	P
Child day care facility	P
Dry cleaning agency - no on-site dry cleaning	P
Massage parlor	P
Offices - business, professional, or medical	P
Photocopy service, with incidental printing	P
Shoe shine shop	P
Ticket agency - incidental use only	P
TRANSPORTATION AND COMMUNICATION	
Wireless Telecommunications Facilities pursuant to 10-1-1118	P[3]
Advertising signs & structures – Billboards (Non-LED, Static Signs Only)	CUP
VEHICLE RELATED	
Public Parking and/or Parking for off-site users.	P
TEMPORARY USES & EVENTS	
Temporary Outdoor Events (can include live/amplified music)	P
Temporary Indoor Events (can include live/amplified music)	P

[3] An Administrative Use Permit (AUP) shall be required for all Freestanding Wireless Telecommunications Facilities.

CITY PLANNER CLASSIFICATION OF USES NOT LISTED
The City Planner may classify any use not listed in this Planned Development as an allowed use subject to approval of an Administrative Use Permit (AUP), where such proposed use is determined by the City Planner to be substantially similar to uses specifically allowed in the Planned Development, or the C-3 (Commercial General Business) Zone, per Title 10, Zoning Regulations of the Burbank Municipal Code. In the case that any of the similar uses require approval of a Conditional Use Permit, a Conditional Use Permit (CUP) shall be required, in lieu of the AUP.

In establishing that a use is substantially similar to uses specifically allowed in the Planned Development, or the C-3 (Commercial General Business) Zone, per Title 10, Zoning Regulations of the Burbank Municipal Code, the City Planner shall first make a finding that the following condition exists:

- The subject use is similar to two (2) or more uses allowed in this Planned Development, or the C-3 (Commercial General Business) Zone, per Title 10, Zoning Regulations of the Burbank Municipal Code.

Uses classified as allowed subject to this section shall be regarded as listed uses allowed in the Planned Development subject to approval of an AUP (or a CUP, if applicable). The City Planner shall maintain in the office of the City Planner a current list of all such classifications, which have been made for this Planned Development. For purposes of this section and this section only, the City Planner shall use the list of permitted uses applicable to the C-3 (Commercial General Business) Zone that is in effect at the time of the request for a City Planner Classification of Uses Not Listed.

DEVELOPMENT STANDARDS
The following property development standards shall apply in the PD 2026-1 Zone:

DENSITY and FLOOR AREA RATIO
The permitted density and floor area ratio shall be consistent with the limitations in the associated General Plan land use designation in effect at the time of submittal of a project application, but no less than the limitations of the Regional Commercial land use of 58 du/acre and 1.25 FAR (General Plan Land Use Element, Exhibit LU-1, p. 3-15.) that were in effect at the time of approval of this Planned Development.

STRUCTURE HEIGHT.

1. The maximum height of a building or structure shall be determined by its distance from the closest lot line of any residentially zoned property as follows, unless otherwise preempted by state law:

Distance from Residentially Zoned Lot or Comparable PD Zone	**Maximum Height**

0 feet to 500 feet	100 feet.
Greater than 500 feet	100 feet. Heights above 100-feet can be considered through approval of a CUP. The maximum height limit would be determined through the CUP.

2. The maximum height of a building shall be measured to the ceiling height of the highest room permitted for human occupancy.

3. Structure height shall be measured from grade as defined by Burbank Municipal Code Title 10, Chapter 1 (the "Zoning Code") (Attachment G).

4. Structures may exceed the maximum height requirement as permitted in Article 13, Division 1 of the Zoning Code (Attachment G).

5. Structures height shall be consistent with the requirements in Article 13, Division 2 of the Zoning Code (Attachment G).

6. The portion of a structure within the distance requirement (e.g. 0 to 500 feet) shall meet the height requirement for that section (e.g. 25 feet). Should a structure extend beyond one (1) or more of the distance requirements, the portions of that structure may meet each height requirement separately.

YARDS.

1. Front Yard - Definition.

   For the purpose of this section, side yards on corner lots shall be considered as front yards.

2. Setbacks.

   a. All structures, including semi-subterranean garages, but excluding above-grade parking structures, shall be set back at least five (5) feet from the front lot line or 20 percent of the building height, whichever is greater; this setback requirement may be averaged. Such setback shall be required for that portion of a building that is within 20 feet above grade and shall be calculated for the length of the building frontage only. Any open space or surface parking lots not in front of a structure shall not be included in calculating average setbacks. Portions of buildings over 20 feet in height may extend over required front yard setbacks, except in areas where required trees are planted.

   b. Above-grade parking structures shall be set back from the front lot line at least five (5) feet or 20 percent of building height, whichever is greater, but in no event shall the setback be less than three (3) feet. This setback requirement may be averaged.

c. For setbacks for surface parking lots, see Title 10 Chapter 1 Article 14, Division 4 of the Burbank Municipal Code (Attachment G).

3. Landscaping.

   a. A minimum of 50 percent of front and exposed side yards shall be landscaped.

   b. The provision of outdoor amenities and decorative hardscape, such as outdoor seating areas with benches permanently affixed to the ground or hardscaped areas enriched with decorative materials, which are under a tree canopy, shall be credited toward up to 50 percent of the required landscaping in all yards. Vehicular access areas may not be considered as decorative hardscape.

   c. The planting of vines on masonry buildings is encouraged.

   d. To qualify as landscaped area, all areas not occupied by trees or shrubs must be planted with turf or other ground cover or covered with 3" of bark mulch with a minimum soil depth of 12 inches. All planters must be a minimum of 18 inches deep and two (2) feet in their smallest inside dimension, unless a tree is required, in which case a three (3) foot planter depth shall be required, and the planter must have a minimum inside dimension (length and width) of four (4) feet.

   e. In required front and exposed side yards, a minimum of one tree shall be planted for every 40 linear feet of street frontage or fraction thereof. Turf is allowed in up to 50 percent of required landscaped areas. In shrub areas, a minimum of one five (5) gallon shrub is required for every ten (10) square feet of shrub area.

   f. A minimum of 50 percent of required trees shall be a minimum 36-inch box size, with the remainder a minimum 24-inch box size. The required 36-inch box trees shall be equally distributed in required front or street side yards.

   g. Trash enclosures, utility boxes, and other similar structures must be screened by planting hedges or tall shrubs.

   h. For additional landscaping requirements for above-grade parking structures and surface parking lots, see Article 14, Division 4 of this Chapter (Attachment G).

WINDOW RECESS STANDARDS
Windows, glass panels and other similar features proposed as part of any new development or building addition shall provide a recess of, or extend outward, no less than 2-inches from the abutting building façade.

ADDITIONAL STANDARDS.
For additional standards see Articles 11 through 16 of Burbank Municipal Code, Title 10, Zoning Regulations (Attachment G).

MIXED USE MULTIFAMILY RESIDENTIAL IN PD ZONE
Unless superseded by the regulations in these PD 2026-1 Zoning Standards, for mixed use residential developments in the PD 2026-1 Zone, the standards in Title 10 Chapter 1 Article 9 Division 4 of the Burbank Municipal Code shall apply and are incorporated here by reference (Attachment G).

MULTIFAMILY RESIDENTIAL-ONLY IN PD ZONE
Unless superseded by the regulations in these PD 2026-1 Zoning Standards, for multifamily residential-only developments in the PD 2026-1 Zone, the standards in Title 10 Chapter 1 Article 6 Division 3.5 of the Burbank Municipal Code shall apply and are incorporated here by reference (Attachment G).

OFF-STREET PARKING, LOADING AND GENERAL VEHICLE ACCESS STANDARDS
Off-street parking, loading and general vehicle access standards shall be consistent with Articles 14, 15 and 16 of the Zoning Code (Attachment G), unless superseded by the regulations below. In addition, a Parking Management Plan (PMP) shall be prepared for the Project Site[4]. The PMP shall be submitted to the Community Development Director or their designee for review and approval. A copy of the approved PMP shall be kept on file with the Community Development Department Planning Division. Off-street parking shall be managed and operated consistent with the PMP. The PMP can be updated from time to time. However, any updates to the PMP shall require an approval from the Community Development Director, or their designee.

MINIMUM VEHICLE PARKING SPACES REQUIRED.
Off-street parking shall be provided consistent with the rates in the table below, unless preempted by State Law.

Reductions to the below parking rates, or reductions in the event that there is shared parking, can be considered. They shall be subject to the applicant providing a parking study prepared by a qualified professional to justify the reduction in parking[5]. Upon consideration of such requests the Community Development Director shall also find that the reduced parking rate will not detrimentally impact the surrounding area. Any granted reductions in the below parking rates, or reductions because of shared parking, shall be kept on file with the Community Development Department Planning Division.

Uses	**Minimum Parking Spaces Required**
RESIDENTIAL AND LODGING	
Residential	

[4] As of the adoption date of Planned Development 2026-1, an approved PMP is on file with the City,

[5] As of the adoption date of Planned Development 2026-1, a parking study is on file with the City that grants parking reductions to account for shared parking. The parking study requires that 1021 parking spaces be provided for the 2 hotels (Existing Hotel with 488 hotel rooms and a Proposed Hotel with 420 rooms) and a convention center event with up to 879 attendees.

Uses		Minimum Parking Spaces Required
	Studio	1 space
	1 Bedroom Units	1 space
	2 or more Bedroom Units	1.5 spaces
	Hotels	0.8 spaces for each room/suite.
RECREATION, EDUCATION, AND ASSEMBLY		
Any Recreation, Education, and Assembly use that is listed in the List of Uses and not listed below.		2 spaces for each 1,000 sq. ft. of adjusted gross floor area.
	Convention/Conference Center	1 space for every 2.15 attendees.[6]
	Personal Physical Arts Studio (less than 1,500 sq. ft.) (1,500 sq. ft. and above)	 2 spaces per each 1,000 sq. ft. of adjusted gross floor area for 3 spaces per each 1,000 sq. ft. of adjusted gross floor area
RETAIL SALES AND DINING		
Any Retail Sales and Dining use that is listed in the List of Uses and not listed below.		2 spaces for each 1,000 sq. ft. of adjusted gross floor area.
	Restaurant Uses (except take-out) and Cocktail lounge/bar over 1,500 square feet of adjusted gross floor area in size.	3 spaces for each 1,000 sq. ft. of adjusted gross floor area.
PROFESSIONAL OFFICES AND SERVICES		
Any Professional Offices and Services use that is listed in the List of Uses and not listed below.		2 spaces for each 1,000 sq. ft. of adjusted gross floor area.
	Child Day Care Facilities	1 space for every 8 children and 1 space for each State Department of Social Services required employee.

[6] 1,021 on-site parking spaces were required as part of approval of Planned Development 2026-1. This allows for the 2 hotels (Existing Hotel with 488 hotel rooms and a Proposed Hotel with 420 rooms) and a convention center event with up to 879 attendees. Should convention center events exceed 879 attendees, additional temporary parking shall be provided at the Convention/Conference Center parking rate.

Uses	Minimum Parking Spaces Required
TRANSPORTATION AND COMMUNICATION	
Any Transportation and Communication use that is listed in the List of Uses and not listed below.	2 spaces for each 1,000 sq. ft. of adjusted gross floor area.
Wireless Telecommunications Facilities pursuant to 10-1-1118	1 space per facility.
Advertising signs & structures – Billboards (Non-LED, Static Signs Only)	No parking minimum is required.
VEHICLE RELATED	
Any Vehicle Related use that is listed in the List of Uses and not listed below.	2 spaces for each 1,000 sq. ft. of adjusted gross floor area.
Public Parking and/or Parking for off-site users.	No parking minimum is required.
TEMPORARY USES & EVENTS	
Any Temporary Event use that is listed in the List of Uses and not listed below.	1 space for every 2.15 attendees. [7]

MINIMUM BICYCLE PARKING REQUIRED.
Bicycle parking requirements shall comply with standards in effect in the Burbank Municipal Code, or Complete Streets Objective Development Standards (CSODS), at the time a development application is submitted for City review.

LANDSCAPING FOR PARKING STRUCTURES.

Landscaping for parking structures shall be provided consistent with the requirements in Article 14 of the Zoning Code (Attachment G), with the following exception:

1. Above-grade and semi-subterranean parking structures shall only be required to include potted or boxed trees and landscaping on all open-air parking decks that are at or above grade and visible from any public right-of-way immediately adjacent to the project frontage, so as to provide visual relief and shading, subject to the limitations

[7] 1,021 on-site parking spaces were required as part of approval of Planned Development 2026-1. This allows for the 2 hotels (Existing Hotel with 488 hotel rooms and a Proposed Hotel with 420 rooms) and a convention center event with up to 879 attendees. Should convention center events exceed 879 attendees, additional temporary parking shall be provided at the Convention/Conference Center parking rate.

posed by the engineering of the structure with respect to the weight loads generated by such landscaping, or any limitations caused by photovoltaic improvements on the parking structure.

SIGNS AND ADVERTISING STRUCTURE REGULATIONS

Unless otherwise stated in these Planned Development 2026-1 Zone, Planned Development Zoning Standards, signs shall comply with the requirements in Article 10, Chapter 1, Title 10 of the Burbank Municipal Code, included herein for reference (Attachment G). In addition, a Master Sign Program shall be prepared for the Project Site. The Master Sign Program shall be reviewed and approved by the Community Development Director or their designee.

ALCOHOL SALES FOR ON-SITE AND OFF-SITE CONSUMPTION

All Department of Alcoholic Beverage Control rules and regulations shall be enforced and complied with. The Applicant shall submit to the City Planner a copy of the Department of Alcoholic Beverage Control license, including all conditions imposed, which will be kept on file in the Community Development Department Planning Division office.

NONCONFORMING LAND, USES AND STRUCTURES

Unless otherwise stated in these Planned Development 2026-1 Zone, Planned Development Zoning Standards, nonconforming conditions regarding land, uses and structures shall comply with the requirements provided in Article 18, Chapter 1, Title 10 of the Burbank Municipal Code, included herein for reference (Attachment G).

DEVELOPMENT REVIEW

Unless specifically exempted by Burbank Municipal Code Section 10-1-1914, no structure shall be erected in the PD 2026-1 Zone, nor shall any permits related thereto be issued until an application for Development Review has been submitted to and approved by the Community Development Director, as provided in Division 2, Article 19, Chapter 1, Title 10 of the Burbank Municipal Code. These permits include but are not limited to site preparation permits such as demolition permits and grading permits (Attachment G).

ZONING PROCEDURES AND AMENDMENTS

Unless otherwise stated in the Project Development Agreement and these Planned Development 2026-1 Zone, Planned Development Zoning Standards, Conditional Use Permit Applications, Administrative Use Permits, Development Reviews, Amendments to the Planned Development, and any other entitlement applications shall be processed consistent with the requirements provided in Article 19, Chapter 1, Title 10 of the Burbank Municipal Code, included herein for reference (Attachment G).

ATTACHMENT F

APPROVED PROJECT PLANS

PROJECT PLANS TO BE INCLUDED AFTER A FINAL DECISION IS MADE BY THE CITY COUNCIL

ATTACHMENT G

SECTIONS OF THE BURBANK MUNICIPAL CODE REFERENCED IN THE PLANNED DEVELOPMENT 2026-1, PLANNED DEVELOPMENT ZONING REGULATIONS

THE SECTIONS OF THE BURBANK MUNICIPAL CODE ARE TO BE INCLUDED AFTER A FINAL DECISION IS MADE BY THE CITY COUNCIL. THE SECTIONS WILL INCLUDE THE FOLLOWING:

- *TITLE 10, CHAPTER 1, ARTICLE 6, DIV 3.5*
- *TITLE 10, CHAPTER 1, ARTICLE 9, DIV 4*
- *TITLE 10, CHAPTER 1, ARTICLES 10 – 16, 18 AND 19*

LINK TO THE BURBAK MUNICIPAL CODE: https://ecode360.com/50621442

ATTACHMENT H

MITIGATION, MONITORING, AND REPORTING PROGRAM (MMRP): PROJECT MITIGATION MEASURES

Mitigation Measures	Implementation Timing	Monitoring/ Reporting Methods	Implementation Responsibility/ Monitoring Responsibility	Verification		
				Initials	Date	Remarks
CULTURAL RESOURCES						
Mitigation Measures						
CUL-1: The Applicant shall be required to retain the services of one or more monitor(s) who are qualified in the identification of archaeological and Native American resources. The monitor(s) shall meet the Secretary of the Interior's Professional Qualification Standards for archaeology, and shall be present during construction related ground disturbance activities including, but not limited to, site clearing (such as pavement removal, grubbing, tree removals) and/or excavation to depths greater than artificial fill (including boring, grading, excavation, drilling, potholing or auguring, and trenching) within the Project site and offsite sewer improvement area. A copy of the executed contract shall be submitted to the City of Burbank Community Development Department prior to the issuance of any permit necessary to commence a ground-disturbing activity. The Archaeological Monitor shall complete monitoring logs daily, providing descriptions of the daily activities, including construction activities, locations, soil, and any cultural materials identified. The onsite monitoring shall end when grading and excavation activities of native soil (i.e., previously undisturbed) are completed, or when the Archaeological Monitor has indicated that the site has a low potential for cultural resources, whichever occurs first. The Applicant shall also be required to make the Project site available to native tribe(s) that have ancestral ties to the region during	Prior to the issuance of any permit for ground-disturbing activity/On-going during ground-disturbing activities	Executed contract/ Monitoring logs	Project Applicant; Contractor; Archaeological Monitor/ City of Burbank Community Development Department Planning Division			

Mitigation Measures	Implementation Timing	Monitoring/ Reporting Methods	Implementation Responsibility/ Monitoring Responsibility	Verification		
				Initials	Date	Remarks
ground disturbance activities for monitoring on their own behalf, if requested – including the Gabrieleño Band of Mission Indians-Kizh Nation, the Fernandeño Tataviam Band of Mission Indians and any other tribe with ancestral ties to the region, as established by the Native American Heritage Commission.						
CUL-2: If an archaeological or Native American resource is inadvertently discovered during ground disturbing activities, work shall be halted in the immediate vicinity of the find (a 60-foot buffer around the find) until the find can be evaluated by the Archaeological and Native American Monitor(s) to determine if any discovered potential resource meets the CEQA definition of historical (State CEQA Guidelines 15064.5(a)) and/or unique resources (Public Resources Code 21083.2(g)). The City of Burbank Community Development Department shall be immediately notified. If the resource is determined to be potential a tribal cultural resource, the Applicant shall retain the services of a Native American Monitor to work in consultation with the Archaeological Monitor to delineate the resource. Work on areas outside of the buffered area may continue during the assessment period. The Applicant shall, in good faith, consult with the Tribe(s) on the disposition and treatment of any tribal cultural resource encountered during all ground disturbing activities. If the find is considered an "tribal cultural resource" the Archaeological Monitor, in cooperation with Native American Monitor, shall pursue either protection in place or recovery, salvage and treatment of the deposits. Recovery, salvage, and treatment protocols shall be developed in	If resources are encountered during ground-disturbing activities	Disposition and treatment of any tribal cultural resource or if not a tribal cultural resource, preparation of a treatment plan and archaeological testing; data recovery, excavation, and archaeological mitigation if cannot be protected	Project Applicant; Contractor; Archaeological Monitor/ City of Burbank Community Development Department Planning Division			

Mitigation Measures	Implementation Timing	Monitoring/ Reporting Methods	Implementation Responsibility/ Monitoring Responsibility	Verification		
				Initials	Date	Remarks
accordance with applicable provisions of Public Resource Code Section 21083.2 and State CEQA Guidelines Sections 15064.5 and 15126.4. If a tribal cultural resource cannot be preserved in place or left in an undisturbed state, recovery, salvage, and treatment shall be required at the Project Applicant's expense. All recovered and salvaged resources shall be prepared to the point of identification and permanent preservation in an established accredited professional repository. If the resource is determined to be non-Native in origin, the evaluation may require preparation of a treatment plan and archaeological testing for California Register of Historical Resources (CRHR) eligibility. If the discovery proves to be eligible for the CRHR and cannot be avoided by the Project, additional work such as data recovery, excavation, and archaeological mitigation may be warranted to mitigate any significant impacts.						
CUL-3: In the event that human remains are discovered during onsite construction activities, the Archaeological Monitor shall immediately divert work at minimum of 50 feet and place an exclusion zone around the discovery location. The Archaeological Monitor shall then notify the construction manager who shall notify the County Coroner per Public Resources Code Section 5097.98, and Health and Safety Code Section 7050.5. The City of Burbank Community Development Department shall also be immediately notified. Work shall continue to be diverted while the coroner determines whether the remains are human and subsequently Native American. The discovery is to be kept confidential and secure to prevent any further disturbance. If the finds are determined to be Native American,	If human remains are discovered during ground-disturbing activities	Notification of Los Angeles County Coroner/ Notification of Native American Heritage Commission if identified remains are Native American in origin	Project Applicant; Contractor; Archaeological Monitor/ City of Burbank Community Development Department Planning Division			

Mitigation Measures	Implementation Timing	Monitoring/ Reporting Methods	Implementation Responsibility/ Monitoring Responsibility	Verification		
				Initials	Date	Remarks
the coroner shall notify the Native American Heritage Commission (NAHC) as mandated by State law who shall then appoint a Most Likely Descendent (MLD). Once NAHC identifies the most likely descendants, the descendants shall make recommendations regarding proper burial, which shall be implemented to the extent feasible in accordance with State CEQA Guidelines Section 15064.5(e).						
GEOLOGY AND SOILS						
Mitigation Measures						
GEO-1: Prior to commencement of ground-disturbing activities a qualified vertebrate paleontologist (as defined by the Society for Vertebrate Paleontology) shall develop Worker Awareness and Environmental Program (WEAP) Training for construction personnel. This training shall be presented to construction personnel and include what fossil remains may be found within the Project area and policies and procedures that must be followed in case of a discovery. Verification of the WEAP Training shall be provided to the Burbank Community Development Department.	Prior to commencement of ground-disturbing activities	Verification of development and provision of WEAP training for construction personnel	Project Applicant; Contractor; Qualified Vertebrate Paleontologist/ City of Burbank Community Development Department Planning Division			
GEO-2: Paleontological resources monitoring by a qualified vertebrate paleontologist (as defined by the Society for Vertebrate Paleontology) shall be required during ground disturbances (including grading, trenching, foundation work, and other excavations) in previously undisturbed sediments that exceed 10 feet in depth. The duration and timing of the monitoring shall be determined by the qualified paleontologist and the location and extent of the proposed ground disturbance. If the	On-going during ground-disturbing activities in previously undisturbed sediments that exceed 10 feet in depth	Executed contract/ Monitoring logs	Project Applicant; Contractor; Qualified Vertebrate Paleontologist/ City of Burbank Community Development Department Planning Division			

Mitigation Measures	Implementation Timing	Monitoring/ Reporting Methods	Implementation Responsibility/ Monitoring Responsibility	Verification		
				Initials	Date	Remarks
qualified paleontologist determines that fulltime monitoring is no longer warranted, based on the specific geologic conditions at the surface or at depth, the qualified paleontologist may recommend that monitoring be reduced to periodic spot-checking or cease entirely. Monitoring shall not be required in artificial fill or for activities that do not reach 10 feet in depth.						
GEO-3: In the event of a fossil discovery by the paleontological monitor or construction personnel, all work in the immediate vicinity of the find shall cease. The qualified paleontologist shall evaluate the find before restarting construction activity in the area. If it is determined that the fossil(s) is (are) scientifically significant, the qualified paleontologist shall complete the following conditions to mitigate impacts to significant fossil resources: • Salvage of Fossils. The qualified paleontologist (or paleontological monitor) shall recover significant fossils following standard field procedures for collecting paleontological resources, as described by the Society of Vertebrate Paleontology standards. Typically, fossils can be safely salvaged quickly by a single paleontologist and not disrupt construction activity. In some cases, larger fossils (such as complete skeletons or large mammal fossils) require more extensive excavation and longer salvage periods. In this case the paleontologist shall have the authority to temporarily direct, divert or halt construction activity to ensure that the	If fossils are discovered during ground-disturbing activities	If fossils are significant, documentation of salvage and preparation and curation of recovered fossils	Qualified Vertebrate Paleontologist/ City of Burbank Community Development Department Planning Division			

Mitigation Measures	Implementation Timing	Monitoring/ Reporting Methods	Implementation Responsibility/ Monitoring Responsibility	Verification		
				Initials	Date	Remarks
fossil(s) can be removed in a safe and timely manner. • Preparation and Curation of Recovered Fossils. Once salvaged, significant fossils shall be identified to the lowest possible taxonomic level, prepared to a curation-ready condition, and curated in a scientific institution with a permanent paleontological collection (such as the University of California Museum of Paleontology), along with all pertinent field notes, photos, data, and maps. Fossils of undetermined significance at the time of collection may also warrant curation at the discretion of the qualified paleontologist.						
GREENHOUSE GAS EMISSIONS						
Mitigation Measures						
GHG-1: Prior to the issuance of building permits, the Project applicant shall provide documentation (e.g., building plans, site plans) to the City of Burbank Community Development Department to verify implementation of the design requirements specified in this mitigation measure. Prior to the issuance of the certificate of occupancy, the City shall verify implementation of these design requirements: • The Project applicant shall prepare a Transportation Management Plan with the help of certified Traffic Engineer which includes voluntary and mandatory trip reduction measures such as discouraging single-occupancy vehicle trips and	Prior to the issuance of building permits; prior to the issuance of the certificate of occupancy	Approval of Transportation Demand Management Plan/Verification of design requirements	Project Applicant/ City of Burbank Community Development Department Planning Division and Transportation Division			

Mitigation Measures	Implementation Timing	Monitoring/ Reporting Methods	Implementation Responsibility/ Monitoring Responsibility	Verification		
				Initials	Date	Remarks
encouraging alternative modes of transportation such as carpooling, taking transit, walking, and biking, implementing employee parking cash-outs, thereby reducing VMT and GHG emissions. The Transportation Management Plan shall grant all employees located within the Project site eligibility to participate. The Transportation Management Plan shall be reviewed and approved by the Transportation Planning Division. • The Project applicant shall join the Burbank Transportation Management Organization (TMO), which helps provide services to employees that encourages the use of public transit, carpooling, vanpooling, walking, and biking. • The Project applicant shall demonstrate to the Planning Division that new vehicles owned and operated by the Project operators that provide transport between the Hollywood Burbank Airport and the Project will be clean-fuel vehicles. • No wood-burning or gas-powered fireplaces shall be installed in the proposed development. • All major appliances provided/installed (e.g., dishwashers, refrigerators, clothes washers and dryers, and water heaters) shall be electric-powered EnergyStar-certified or of equivalent energy efficiency, where applicable.						

Mitigation Measures	Implementation Timing	Monitoring/ Reporting Methods	Implementation Responsibility/ Monitoring Responsibility	Verification		
				Initials	Date	Remarks
HAZARDS AND HAZARDOUS MATERIALS						
Mitigation Measures						
HAZ-1: Prior to the issuance of building permits, the Applicant shall include on the building plans an appropriate vapor intrusion mitigation system using a VOC-compatible vapor barrier that is incorporated into the design of new onsite structures, where there may be a potential for vapor intrusion risk to occupants. The elements of the vapor intrusion mitigation system shall include the design of an appropriate vapor barrier compatible with known VOCs, installation oversight to ensure compliance with VOC barrier manufacturers' warranty requirements, and subsequent post-installation VOC barrier integrity testing. The Applicant shall incorporate all requirements in the design of the Project as set forth by the applicable regulatory oversight agency for issuance of building permits, including the following measures: The proposed design of the vapor barrier shall be pre-approved by the applicable regulatory oversight agency (e.g., DTSC, the LARWQCB, or other appropriate local regulatory agency). The design of a physical vapor barrier beneath the structure(s) foundation shall prevent soil gas from seeping into breathing spaces inside the structure. The system shall include a passive or powered vapor mitigation system layer that draws soil gas out of the under-foundation base rock and directs that soil gas to a treatment system to prevent people from being exposed	Prior to the issuance of building permits	Review and approval of building plans *Following implementation*: Documentation of testing and vapor barrier installation; Submittal of Operations, Maintenance, and Monitoring (OMM) Plan	Project Applicant; Contractor/Regulatory Agency City of Burbank Community Development Department Building & Safety Division			

Mitigation Measures	Implementation Timing	Monitoring/ Reporting Methods	Implementation Responsibility/ Monitoring Responsibility	Verification		
				Initials	Date	Remarks
outdoors. Any contaminants found in shallow soil vapor shall be mitigated to levels that are protective of human health for the proposed commercial uses. Upon completion, the Project Applicant shall prepare a report documenting the testing results and installed vapor mitigation method and submit the report to the regulatory agency with jurisdiction. An Operations, Maintenance, and Monitoring (OMM) Plan shall be prepared and implemented to maintain the vapor barrier system and confirm that the vapor barrier system continues to be protective of human health. The OMM Plan shall include details of methods for monitoring the vapor barrier system, provide monitoring frequencies and maintenance procedures for the system components and provide for post construction indoor air quality monitoring. The OMM Plan shall be approved by the regulatory agency with jurisdiction.						
HAZ-2: Prior to the issuance of a grading permit, the Applicant shall submit a Soils Management Plan (SMP) to the City of Burbank Community Development Department Building & Safety Division that addresses the proper characterization and handling of potential VOC-impacted soils, and other contaminants of concern that may be present. The SMP shall require that, as grading, excavation, and trenching are performed, exposed soil shall be monitored for stained or discolored soil, wet or saturated soils, or odors. If impacted soil is encountered, the soil shall be analyzed to identify and characterize the impact and determine if soil remediation is required. Soil samples shall be analyzed by an appropriate State-certified	Prior to the issuance of grading permit	Approval of Soils Management Plan	Project Applicant; Contractor/ City of Burbank Community Development Department Building & Safety Division			

Mitigation Measures	Implementation Timing	Monitoring/ Reporting Methods	Implementation Responsibility/ Monitoring Responsibility	Verification		
				Initials	Date	Remarks
laboratory using appropriate methods based on the parameters to be analyzed. When a new area of contamination is identified, it shall be characterized to assess its lateral and vertical extent. The likely excavation of impacted soil shall be followed by segregated stockpiling or direct-loading, waste profiling, and offsite disposal or recycling, which shall be performed in accordance with applicable federal, State, and local regulations.						
NOISE						
Mitigation Measures						
NOI-1: The Project Applicant and/or Contractor shall implement the following noise-attenuating measures during construction of the proposed Project: • Construction contracts shall specify that all construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers. • A sign, legible at 50 feet from the property line shall also be posted at the Project construction site. All notices and signs shall be reviewed and approved by the City of Burbank Community Development Department's Planning Division, prior to mailing or posting and shall indicate the dates and duration of construction activities, as well as provide a contact name and a telephone number where residents can inquire about the construction process and register complaints.	Prior to the issuance of grading or building permit; On-going during construction	Approval of notices and signs; Proof of Noise Disturbance Coordinator; Verification during construction activities; Approval of construction haul routes	Project Applicant; Contractor/ City of Burbank Community Development Department Planning Division; City of Burbank Building Official; City of Burbank Public Works Department – Traffic Division			

Mitigation Measures	Implementation Timing	Monitoring/ Reporting Methods	Implementation Responsibility/ Monitoring Responsibility	Verification		
				Initials	Date	Remarks
• The project Applicant shall provide, to the satisfaction of the City of Burbank Community Development Department's Planning Division, a qualified "Noise Disturbance Coordinator." The Disturbance Coordinator shall be responsible for responding to any local complaints about construction noise. When a complaint is received, the Disturbance Coordinator shall notify the City within 24 hours of the complaint and determine the cause of the noise complaint (e.g., starting too early, malfunctioning muffler, etc.) and shall implement reasonable measures to resolve the complaint, as deemed acceptable by the Burbank Community Development Department's Planning Division. All signs posted at the construction site shall include the contact name and the telephone number for the Noise Disturbance Coordinator. • Prior to issuance of any Grading or Building Permit, the project Applicant shall demonstrate to the satisfaction of the City's Building Official that construction noise reduction methods shall be used where feasible. These reduction methods include shutting off idling equipment, installing temporary acoustic barriers around stationary construction noise sources, maximizing the distance between construction equipment staging areas and occupied residential areas, and electric air compressors and similar power tools. • Construction haul routes shall be reviewed and approved by the City's Building Official						

Mitigation Measures	Implementation Timing	Monitoring/ Reporting Methods	Implementation Responsibility/ Monitoring Responsibility	Verification		
				Initials	Date	Remarks
and City Traffic Engineer and shall be designed to avoid noise sensitive uses (e.g., residences, convalescent homes, etc.), to the extent feasible. • During construction, stationary construction equipment shall be placed such that emitted noise is directed away from sensitive noise receivers.						
NOI-2: The following measure shall be incorporated on all grading and building plans and specifications subject to approval of the City's Building and Safety Division prior to issuance of a grading permit: • Sonic pile drivers shall be used as an alternative to impact pile drivers to reduce groundborne vibration levels. Impact pile driver operations shall be prohibited.	Prior to the issuance of grading permit	Review and approval of grading and building plans	Project Applicant; Contractor/ City of Burbank Community Development Department Building and Safety Division			
TRIBAL CULTURAL RESOURCES						
Mitigation Measures						
Refer to Mitigation Measures CUL-1 and CUL-2.	--	--	--			
UTILITIES AND SERVICE SYSTEMS						
Mitigation Measures						
Refer to Mitigation Measure NOI-1.	--	--	--			