Updates to Conditions of Approval

Five changed conditions: 16, 24(c), 42(d), 93, and 127.

Bold = additions.
~~Strikethrough~~ = deletions.

Condition of Approval No. 16
The Applicant shall provide ~~10%~~ **11%** of the **Project's total annual** energy ~~of the Proposed Hotel and Parking Garage~~ **consumption** through an on-site photovoltaic system. ~~This shall be provided to the extent reasonably feasible, as determined by the City's Community Development Department and Burbank Water and Power.~~

Condition of Approval No. 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:

c. The Project shall install solar panels on-site capable of generating ~~10%~~ **11%** of the ~~Proposed Hotel's actual~~ **Project's** annual energy consumption, as described in Condition 16.

Condition of Approval No. 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 10-12132 through 10-12139. 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:

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 ~~20~~ **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.

Condition of Approval No. 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 ~~25, 2028~~ **24, 2026** determined that

connection to the sewer system would be granted contingent on the following conditions being met:

[Subsections (a) through (e) remain unchanged.]

f. The Development is required to connect to the City's sanitary sewer system along the reaches marked as 'A' on the map included ~~ib~~ **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.

Condition of Approval No. 127

~~If the Applicant does not install an onsite substation, prior to the issuance of a building permit for the structure the Applicant shall execute a lease agreement with the City of Burbank - Burbank Water and Power ("BWP") which allows BWP to use and access an Applicant-funded solar-ready rooftop and/or upper levels of the parking structure for the installation and maintenance of solar panels to be installed and owned by BWP. At the conclusion of the lease, ownership of all solar panels and ancillary equipment shall be immediately transferred to the Applicant and BWP shall have no obligation to remove or restore the site to its original condition. The lease shall also include space on ground level to accommodate associated solar equipment such as switchgear and battery energy storage. The leased area(s) for solar panels, associated equipment and battery energy storage equipment must be sufficient in size for a system equivalent to at least 10% of the Applicant's total development demand (minimum of 550 kVA AC). The lease shall be for a 99-year period, with total rent equaling $1.00 per lease year to be paid in full upfront by Burbank Water and Power-Electric for a total of $99.00 for the life of the Lease. The Applicant shall coordinate with Burbank Water and Power - Electric and the Community Development Department to determine the extent of infrastructure that needs to be installed by the Applicant so that the building rooftops and upper levels of the parking structure are solar ready and designed to accommodate any future solar panels and battery storage equipment. All power generated from the photovoltaic system on the parking structure shall be owned by the City unless assigned by the City.~~

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.