

Eff.:

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF BURBANK
APPROVING A SECOND AMENDMENT TO THE DEVELOPMENT
AGREEMENT RELATED TO PLANNED DEVELOPMENT NO. 96-1.
(PROJECT NO. 23-0001343)

City Attorney Synopsis

This Ordinance approves the Second Amendment to the Development Agreement for Planned Development No. 96-1 to extend the term of the Agreement for three years to March 19, 2027, update the legal description of the Project Site to reflect changes made by an internal lot line adjustment, and update information to reflect current parties under the Agreement. There are no other substantive changes to PD No. 96-1.

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. On March 18, 1997, the City Council of the City of Burbank (“City”) adopted Ordinance No. 3461, establishing Planned Development Zone No. 96-1 (“PD No. 96-1”) and approving a Development Agreement (the “Development Agreement”) for PD No. 96-1, which provided various land use approvals, permits and other entitlements relating to the development of a commercial project located at 2900 and 3000 W. Alameda Avenue, and 100 and 200 South California Street, in the City of Burbank (“Project”). The Project consists of 1,825,865 office equivalent gross square footage (“OE-GSF”) of media office and studio related buildings. OE-GSF is a calculation used in the City’s Media District to limit development based on traffic impacts. The permitted uses and development standards within PD No. 96-1 are those uses and standards permitted and established under the Development Agreement.

B. On December 17, 2013, the City Council adopted Ordinance No. 13-3,846, approving a First Amendment to the Development Agreement which extended the term to March 19, 2024, and made minor amendments to the Conditions of Approval.

C. On March 13, 2023, Worthe Real Estate Group (“Applicant”) on behalf of Catalina Media Development II, LLC and Catalina Media Development, LLC (collectively, the “Developer”) submitted an application for a Second Amendment to the Development Agreement (“Second Amendment”), to extend the expiration date by three (3) years from March 19, 2024 through March 19, 2027, update the Legal Description of the Project site to account for an internal lot line adjustment that took place in 2023, and make other minor non-substantive changes. There are no changes proposed to the previously approved types of land uses, square footages, or intensity of use associated with the Project.

D. The Planning Commission of the City of Burbank held a duly noticed public hearing on December 11, 2023, after which it recommended approval of the Second Amendment.

E. The Council at its regular meeting of January 30, 2024, held a duly noticed public hearing on the proposed Second Amendment to the Development Agreement related to PD No. 96-1.

F. The City Council has determined that the proposed Second Amendment remains consistent with the City's Burbank2035 General Plan and the Media District Specific Plan, and in particular, the goals and objectives outlined in the Staff Report dated January 30, 2024.

G. The City Council considered the report and recommendations of the City Planner, the action and recommendations of the Planning Commission, the previously certified Final Environmental Impact Report ("FEIR") for the Project as modified by the Supplemental Environmental Impact Report ("SEIR"), and the evidence presented at such hearing.

H. The City Council has reviewed the City Planner's environmental assessment and concurs that the Addendum dated January 11, 2024, satisfies the requirements of the California Environmental Quality Act ("CEQA") and sufficiently addresses the lack of any substantial evidence of new significant environmental impacts or any substantial increase in the severity of the significant environmental impacts identified in the FEIR dated February 1997 and SEIR dated October 2013.

THE COUNCIL OF THE CITY OF BURBANK ORDAINS AS FOLLOWS:

1. The findings above are true and correct, and incorporated herein.
2. The Addendum to the FEIR and SEIR for the Project satisfies the requirements of CEQA. Based on the analysis of the Second Amendment to the Development Agreement contained in the Addendum, (1) the proposed three-year extension to the term of the Development Agreement from 2024 through 2027 and (2) the changes to the circumstances under which the Project will continue to be developed, including but not limited to the internal lot line adjustment within the Project site, will not result in any new significant environmental effects or substantial increase in severity of the significant impacts identified in the previously certified FEIR as modified by the SEIR. The environmental baseline and other assumptions used in the FEIR as modified by the SEIR have not changed. No changes to the amount or type of allowed land uses or any other aspects of the approved Development Agreement are proposed. Additionally, no new information of substantial importance has been identified that indicates the Second Amendment to the Development Agreement would result in any new significant environmental impacts nor any substantial increase in the severity of the significant environmental impacts identified in the FEIR or SEIR. None of the conditions described in State CEQA Guidelines Section 15162 for preparation of subsequent environmental review are present. Therefore, the Addendum is the appropriate level of review for approving the Second Amendment to the Development Agreement.

3. The Second Amendment to Development Agreement related to PD No. 96-1, Project No. 23-0001343, in the form presented at this meeting and attached as Attachment 1, is hereby approved.

4. The City Manager is hereby authorized to execute and deliver the Second Amendment to the Development Agreement and all other documents necessary to effectuate the Second Amendment, with such non-substantive changes, insertions and omissions as shall be approved by the City Attorney, and the City Clerk is hereby authorized to attest to such execution.

5. 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.

6. 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 _____, 2024.

Nick Schultz
Mayor

Attest:

Approved as to Form:
Office of the City Attorney

Kimberley Clark, City Clerk

By:

Lisa Kurihara
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 _____, 2024, 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 _____, 2024 adoption.

Kimberley Clark, City Clerk

EXHIBIT A

RECORDING REQUESTED BY
AND WHEN RECORDED,
MAIL TO:

City Clerk
City of Burbank
P.O. Box
Burbank CA 91510

EXEMPT FROM FEES PURSUANT TO GOVERNMENT CODE
SECTION 6103

**SECOND AMENDMENT TO
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF BURBANK, CATALINA
MEDIA DEVELOPMENT, LLC,
AND CATALINA MEDIA DEVELOPMENT II, LLC**

**PLANNED DEVELOPMENT NO. 96-1
(2900 and 3000 West Alameda Avenue and
100 and 200 S California Street)**

**SECOND AMENDMENT TO
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF BURBANK
AND CATALINA MEDIA DEVELOPMENT, LLC AND CATALINA MEDIA
DEVELOPMENT II, LLC
(PLANNED DEVELOPMENT NO. 96-1)**

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (the “Second Amendment”) is entered into this ____ day of _____, 2024, by and between the CITY OF BURBANK, a municipal corporation organized and existing under the laws of the State of California (the “City”), CATALINA MEDIA DEVELOPMENT II, LLC (“CMD II”), a California limited liability company, and CATALINA MEDIA DEVELOPMENT, LLC (“CMD”), a California limited liability company. CMD II and CMD are collectively referred to herein as the “Developer”. The Developer and the City are from time to time hereinafter referred to individually as a “party” and collectively as the “parties.””

RECITALS

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

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

C. On March 18, 1997 the City approved a Development Agreement (the “Agreement”) with the National Broadcasting Company, Inc. (“NBC”), recorded on October 7, 1997 as Instrument No. 97 1553642 in the Los Angeles County Recorder’s Office, which provided various land use approvals, permits and other entitlements relating to the development of a commercial development project (“Project”). The approved Project consists of a 1,825,865 office equivalent gross square footage (“OEGSF”) of media office and studio related buildings. OEGSF is a calculation used in the City’s Media District to limit development based on traffic impacts. The various land use approvals, permits and other entitlements necessary for the development of the Project were collectively referred

to in the Agreement as the "Project Approvals" and include establishment of Planned Development Zone No. 96-1, approval of Tentative Tract Map 52223-01 and related conditions of approval.

D. The Developer purchased the Project site and related entitlements from NBC through two separate transactions on July 25, 2005, and August 22, 2007. On December 4, 2007, the City Council approved Resolution No. 27,586, consenting to the transfer of the entire Agreement to CMD II. Notwithstanding the foregoing, pursuant to Section 1.4 of the Agreement, partial assignments of the Agreement may take place without the City's consent. A partial assignment of rights under the Agreement was administratively transferred to CMD and as such, the Parties acknowledge that both CMD and CMD II are proper parties to this Second Amendment and shall be considered the "Developer" under the Agreement, the First Amendment, and this Second Amendment with respect to all rights, obligations, and duties therein.

E. Following a public hearing on December 10, 2013 and approval by the City Council on December 17, 2013 of a seven-year term extension to the Agreement, CMD II and the City entered into a First Amendment to the Development Agreement dated January 17, 2014 ("First Amendment"), in which the term of the Agreement was extended to March 19, 2024¹ and minor amendments to the Conditions of Approval for the Agreement were adopted.

F. In 2023, Developer completed an internal lot line adjustment for the Project Site. This change resulted in an update to the legal description of the Project site as well as the street addresses associated with the Project site, but did not expand, reduce, or otherwise change the exterior boundaries of the Project site or create new parcels within the Project site.

G. Now, Developer desires to extend the term of the Agreement for an additional three (3) years to March 19, 2027, as well as update the description of the Project site in accordance with the recent lot line adjustment.

H. On _____, 2024, following a duly noticed public hearing, the City Council took the following actions: (1) determined that the Addendum prepared for the Second Amendment was the appropriate level of review under the California Environmental Quality Act for extending the term of the Agreement and updating the Project site description, and (2) introduced Ordinance No. _____ which among other things, approves and authorizes the execution of this Second Amendment. On _____, 2024, the City Council adopted Ordinance No. _____.

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

AMENDMENT

1. Section 1.2 of the Agreement, as amended by the First Amendment, is amended and restated as follows:

¹ While a typo to the date of the Term extension exists in the First Amendment, the record of proceedings indicates that the correct date of the term expiration under the First Amendment is March 19, 2024.

“1.2 Term. The term of this Agreement shall commence on the date hereof and shall continue until March 19, 2027, unless said term is otherwise terminated, modified, or extended by circumstances set forth in this Agreement or by mutual consent of the parties hereto after the satisfaction of all applicable public hearing and related procedural requirements.”

2. Section 7.1 of the Agreement is amended by updating and replacing the Developer’s addresses for Notices as follows:

“To Developer:
CMD II: Catalina Media Development II, LLC
c/o Worthe Real Estate Group
100 Wilshire Blvd., Ste 2100
Santa Monica, CA 90401
Attn: Jeff Worthe
With a copy to: jeff@worthe.com; notices@worthe.com

CMD: Catalina Media Development, LLC
c/o Worthe Real Estate Group
100 Wilshire Blvd., Ste 2100
Santa Monica, CA 90401
Attn: Jeff Worthe
With a copy to: jeff@worthe.com; notices@worthe.com”

3. Exhibit “B” to the Agreement (“Legal Description of Project Site”), as restated in Exhibit “A-1” to the First Amendment, is hereby amended and replaced in its entirety as set forth in Exhibit A to this Second Amendment.

4. All other provisions of the Agreement and First Amendment not inconsistent with this Second Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment has been executed by the Parties hereto on the day and year first above written.

"CITY"

"DEVELOPER"

CITY OF BURBANK, a municipal corp.

CATALINA MEDIA DEVELOPMENT II, LLC,
a California limited liability company

By: _____

Justin Hess
City Manager

Name: _____

Title: _____

ATTEST:

CATALINA MEDIA DEVELOPMENT, LLC,
a California limited liability company

By: _____

Name: _____

Title: _____

Kimberley Clark, City Clerk

Approved as to Form
Office of the City Attorney

By: Lisa Kurihara
Sr. Assistant City Attorney

ACKNOWLEDGMENT

State of California } ss.
County of _____ }

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

OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: _____

Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name:

- ☐ Individual
- ☐ Corporate Officer—Title: _____
- ☐ Partner ☐ Limited ☐ General
- ☐ Attorney in Fact ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer is Representing: _____

ACKNOWLEDGMENT

State of California } ss.
County of _____ }

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

OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document:

Date: _____ Number of Pages: _____

Signer(s) Other than Named Above:

Capacity(ies) Claimed by Signer

Signer's Name:

- ☐ Individual
☐ Corporate Officer—Title: _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact ☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

EXHIBIT A
REVISED LEGAL DESCRIPTION OF THE PROJECT SITE
MAIN LOT – TBS LOT

ADJUSTED PARCEL 1
APN 2484-024-006

Lot 1 and a portion of Lot 4, Block 64, of Rancho Providencia and Scott Tract, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 43, Pages 47 through 59, of Miscellaneous Records, in the Office of the County Recorder said County, lying northerly and easterly of the following describe line:

Beginning at a point on the southwesterly line of Lot 2, of said Block 64, distant South 21°55'00" East 393.30 feet from the northwesterly line of said Lot 2, said northwesterly line being the southeasterly line of Olive Avenue, 70 feet wide, as shown on said Rancho Providencia and Scott Tract;

thence leaving said southwesterly line North 68°00'22" East 208.61 feet
thence South 63°19'19" East 280.75 feet
thence North 89°54'21" East 283.02 feet
thence North 68°02'09" East 340.00 feet;
thence South 21°57'36" East 402.24 feet to the southerly line of said Lot 4.

This legal description is delineated on the accompanying "Exhibit Map", is made a part hereof for reference purposes, and is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California.

ADJUSTED PARCEL 2
APN 2484-024-007

A portion of Lot 2 lying southeast of Olive Avenue and a portion of Lot 3, Block 64, of Rancho Providencia and Scott Tract, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 43, Pages 47 through 59, of Miscellaneous Records, in the Office of the County Recorder said County, lying northerly of the following describe line;

Beginning at a point on the southwesterly line of said Lot 2, distant South 21°55'00" East 393.30 feet from the northwesterly line of said Lot 2, said northwesterly line being the southeasterly line of Olive Avenue, 70 feet wide, as shown on said Rancho Providencia and Scott Tract;

thence leaving said southwesterly line North 68°00'22" East 208.61 feet

thence South 63°19'19" East 280.75 feet

thence North 89°54'21" East 283.02 feet

thence North 68°02'09" East 340.00 feet;

thence South 21°57'36" East 402.24 feet to the southerly line of Lot 4, of said Block 64, of Rancho Providencia and Scott Tract.

This legal description is delineated on the accompanying "Exhibit Map", is made a part hereof for reference purposes, and is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California.

MAIN LOT - SECOND CENTURY PROJECT

ADJUSTED PARCEL 3 APN 2484-024-008

A portion of Lot 2 lying southeast of Olive Avenue and a portion of Lot 3, Block 64, of Rancho Providencia and Scott Tract, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 43, Pages 47 through 59, of Miscellaneous Records, in the Office of the County Recorder said County, lying southerly and westerly of the following describe line;

Beginning at a point on the southwesterly line of said Lot 2, distant South 21°55'00" East 393.30 feet from the northwesterly line of said Lot 2, said northwesterly line being the southeasterly line of Olive Avenue, 70 feet wide, as shown on said Rancho Providencia and Scott Tract;

thence leaving said southwesterly line North 68°00'22" East 208.61 feet

thence South 63°19'19" East 280.75 feet

thence North 89°54'21" East 214.02 feet

thence South 9°51'21" East 403.14 feet to the northerly line of the Ventura Freeway, State Route 134, as described in deed recorded July 25, 1958 as Instrument No. 1857, of Official Records, in the Office of said County Recorder.

Excepting therefrom that portion of said Lot 3 lying southerly of the northerly line of the hereinabove described Ventura Freeway, State Route 134.

Together with that portion of California Street as shown on Tract No. 7553, in said City of Burbank, as per map recorded in Book 99, Pages 16 and 17 of Maps, in the Office of said County Recorder, vacated by Resolution No. 16970 of the Council of the City of Burbank, a certified copy of which recorded December 12, 1974 as Instrument No. 2739, of said Official Records.

This legal description is delineated on the accompanying "Exhibit Map", is made a part hereof for reference purposes, and is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California.

ADJUSTED PARCEL 4
APN 2484-024-009

A portion of Lot 3 and Lot 4, Block 64, of Rancho Providencia and Scott Tract, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 43, Pages 47 through 59, of Miscellaneous Records, in the Office of the County Recorder said County, lying southerly and westerly of the following describe line:

Beginning at a point on the southwesterly line of Lot 2, of said Block 64, distant South 21°55'00" East 393.30 feet from the northwesterly line of said Lot 2, said northwesterly line being the southeasterly line of Olive Avenue, 70 feet wide, as shown on said Rancho Providencia and Scott Tract;

thence leaving said southwesterly line North 68°00'22" East 208.61 feet;
thence South 63°19'19" East 280.75 feet;
thence North 89°54'21" East 214.02 feet to Point "A";
thence North 89°54'21" East 69.00 feet;
thence North 68°02'09" East 340.00 feet;
thence South 21°57'36" East 402.24 feet to the southerly line of said Lot 4.

And lying easterly of the following described line:

Beginning at the hereinabove described "Point A";
thence South 9°51'21" East 403.14 feet to the northerly line of the Ventura Freeway, State Route 134, as described in deed recorded July 25, 1958 as Instrument No. 1857, of Official Records, in the Office of said County Recorder.

Excepting therefrom that portion of said Lot 3 lying southerly of the northerly line of the hereinabove described Ventura Freeway, State Route 134.

Together with that portion of Warner Boulevard vacated by City of Burbank Resolution No. 22-29,213 as per deed recorded July 29, 2022 as Instrument No. 20220772646, of Official Records, in the Office of said County Recorder.

This legal description is delineated on the accompanying "Exhibit Map", is made a part hereof for reference purposes, and is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California.

CATALINA PARCEL

PARCEL 5

APN 2484-025-007

THE LAND REFERRED TO HEREIN BELOW IS SITUATUATED IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 1 OF TRACT NO 52223-1, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1364, PAGES 69 AND 70 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 6

APN 2484-025-008

THE LAND REFERRED TO HEREIN BELOW IS SITUATUATED IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS

LOT 2 OF TRACT NO 52223-1, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1364, PAGES 69 AND 70 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 7

APN 2484-025-009

THE LAND REFERRED TO HEREIN BELOW IS SITUATUATED IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS

LOT 3 OF TRACT NO 52223-1, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1364, PAGES 69 AND 70 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.