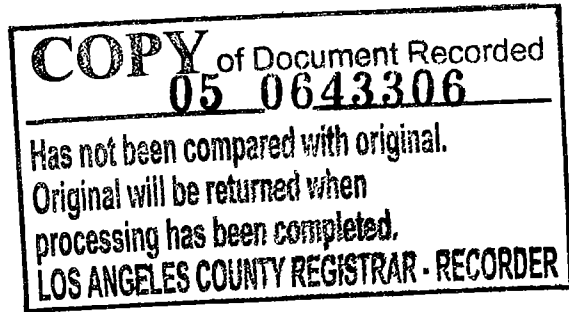


RECORDING REQUESTED BY

City Clerk
City of Burbank
P.O. Box 6459
Burbank, California 91510

MAR 21 2005



WHEN RECORDED MAIL TO

NAME City Clerk

MAILING City of Burbank
ADDRESS P.O. Box 6459

CITY, STATE Burbank, California
ZIP CODE 91510

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BURBANK
AND THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
RELATING TO THE BOB HOPE AIRPORT

RECORDING REQUESTED BY
AND WHEN RECORDED
MAIL TO:

City Clerk
City of Burbank
P. O. Box 6459
Burbank, CA 91510

WITH A CONFORMED COPY TO:

Burbank-Glendale-Pasadena
- Airport Authority
2627 Hollywood Way
Burbank, CA 91505

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE
EXEMPT FROM FEES PURSUANT TO GOV'T CODE SECTION 6103

**DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF BURBANK
AND THE BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY RELATING
TO THE BOB HOPE AIRPORT**

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**DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF BURBANK
AND THE
BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY RELATING
TO THE BOB HOPE AIRPORT**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into this 15th day of March, 2005, ("Date of Execution") by and between the CITY OF BURBANK, a municipal corporation organized and existing under the laws of the State of California (the "City") and the BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, a California joint powers agency organized and existing pursuant to Government Code Section 6500 et. seq. ("the Authority"), and is acknowledged by THE BANK OF NEW YORK TRUST COMPANY, N.A., as Trustee ("the Trustee") pursuant to the Amended, Restated, Superseding and Combined Escrow and Trust Agreement dated March 15, 2005. The Authority and the City are from time to time hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. The purpose of this Agreement is to provide greater certainty and predictability in relations between the City and the Authority for many years and to provide for a mutually acceptable balance between the type and extent of projects that will meet the Authority's expected needs during the term of this Agreement and the desire of the Parties to avoid Authority actions and development that may, or could be perceived to, adversely affect the City, its residents and property owners in the vicinity of the Bob Hope Airport (formerly known as the Burbank-Glendale-Pasadena Airport) (the "Airport"). The balance between these interests and goals is provided in this Agreement by a list of permitted uses and projects and by a list of projects that will not be constructed during the term of the Agreement. These lists are also designed with the view that relations between the City and the Authority will be improved, and the likelihood of long-term relief from the impacts most offensive to the City will likewise be improved, if the City and the Authority can work together and cooperatively on achieving their respective goals. Furthermore, with greater certainty and predictability, the Parties will be able to focus their efforts on finding long-term solutions to unresolved issues of mutual interest to the Parties, such as seeking nighttime noise relief.

B. The Authority owns, operates and is the sponsor of the Airport. A majority of the Airport is located within the jurisdictional boundaries of the City; the balance of the Airport lies within the City of Los Angeles.

C. The Authority was formed in 1977 and currently operates the Airport pursuant to the "Amended and Restated Joint Exercise of Powers Agreement Among the Cities of Burbank, Glendale and Pasadena Creating an Agency to be Known as the Burbank-Glendale-Pasadena Airport Authority" entered into on September 15, 1991. Section 3 of that Joint Powers Agreement sets forth certain powers and duties of the

March, 2005

Authority, which include the powers “to acquire, operate, repair, maintain, improve and administer the Airport Facility, including without limitation, the acquisition, development, operation, repair, maintenance, improvement, renovation, construction, reconfiguration and administration of the properties and facilities thereof, and, in addition thereto, has all other powers enumerated in the [Joint Exercise of Powers Act, Government Code Section 6500 et. seq.] and California Government Code Section 6546.1, as the same now exists or may hereinafter be amended.”

D. The Authority has a legal or equitable interest in that certain real property, located in the City of Burbank as depicted on the map at Exhibit 1 attached hereto, and legally described in Exhibit 2 attached hereto (the “Property”).

E. In response to City concerns regarding various potential development projects at the Airport, the City adopted an Interim Development Control Ordinance (City Ordinance No. 3601) in August 2002, which according to its terms, temporarily restricted development of the Property. The City previously declared its intent to adopt new zoning to enforce its land use policies that could have affected the Property.

F. The Authority has prepared plans for projects that it believes are necessary or appropriate for the operation of the Airport and that it would like to pursue over the course of the next several years. These projects include the acquisition and use of the A-1 North Property for passenger vehicle parking; the completion of Taxiway D and the relocation of Parking Lot A. While the Authority does not have plans for other specific projects, and therefore such projects are not reasonably foreseeable at this time, the Authority contemplates that, over the next several years, additional projects may be necessary or appropriate for the continued safe and efficient operation of the Airport.

G. Considering operational, financial and other factors, the Authority does not believe that it is currently necessary or appropriate to pursue, and does not intend for the Term of this Agreement to pursue, certain other projects, including in particular the construction of a new passenger terminal, expansion of the existing passenger terminal, and expansion of the area dedicated to general aviation. In light of its own planning projections and recognizing that uncontrolled Airport development could create impacts of concern to the City and could engender undesirable conflict and further disputes between the Authority and the City, the Authority has offered to limit the extent of Airport development during the Term of this Agreement.

H. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Section 65864 et seq. (the “Development Agreement Statute”), which authorizes the City to enter into an agreement with any person or entity having a legal or equitable interest in real property to establish certain development rights regarding the development of such property.

I. Pursuant to Government Code Section 65865, the City has adopted rules and regulations establishing procedures and requirements for consideration of

development agreements. Such rules and regulations are codified at Section 31-1997 et seq. of the Burbank Municipal Code (the "Development Agreement Ordinance"). This Agreement has been processed, considered and executed in accordance with the Development Agreement Ordinance.

J. The City has also adopted Sections 31-19118 et seq. of the Burbank Municipal Code (the "Planned Development Ordinance"), establishing the procedures and requirements for the consideration of, and establishment of, a planned development. The Planned Development Ordinance requires that the approval of a planned development be subject to a 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.

K. It is the intent of the Authority to use and develop the Property in accordance with the terms of this Agreement, the Project Approvals (as defined herein) and the Existing Development Regulations (as defined herein). The A-1 North Property and a portion of the Adjacent Property will be developed as two separate planned developments under the Planned Development Ordinance, which developments may consist of those uses set forth in the "Conditions of Approval," which are defined below, and which are attached hereto as Exhibits 3 and 4. As required by the Planned Development Ordinance, the plans for use of the A-1 North Property and a portion of the Adjacent Property are set forth fully in the project reports ("Project Reports") and site plans ("Site Plans"), which are on file at the office of the City Planner. The Project Reports, the Site Plans and the Conditions of Approval collectively describe and govern the projects to be developed on the A-1 North Property and a portion of the Adjacent Property.

L. Simultaneously with or prior to the approval of this Agreement by the City, the Authority will have secured various land use, regulatory, statutory and other approvals, permits and other entitlements some of which are Project Approvals or Ancillary Approvals (as defined herein) but all of which relate in some manner to the accomplishment of the purposes of this Agreement as set forth in these Recitals, including without limitation the following:

(1) CEQA Compliance. At a duly noticed public hearing on October 27, 2004, the Authority Commission considered the information in the Mitigated Negative Declaration prior to taking action on its project approvals, found the Mitigated Negative Declaration to have been prepared in compliance with CEQA and in its independent judgment adopted the Mitigated Negative Declaration, adopted findings with respect to the environmental impacts of development on the Property, and imposed certain mitigation measures on its project approvals, which mitigation measures are incorporated herein by reference. At a duly noticed public hearing on January 18, 2005, and continued to January 25, 2005, the City Council considered the information in the

Mitigated Negative Declaration adopted by the Authority prior to taking action on the Project Approvals, and adopted findings with respect to the environmental impacts of development on the Property over which the City has jurisdiction.

(2) Public Utilities Code Section 21661.6(a) Approval (A-1 North).

On January 25, 2005, following duly noticed public hearings convened pursuant to procedures adopted by the City, the City Council granted approval to the Authority under Public Utilities Code § 21661.6(a) to purchase and to use the A-1 North Property and the Street Realignment Parcel according to an approved plan.

(3) Public Utilities Code Section 21661.6(e) Approval (Adjacent).

On January 25, 2005, following duly noticed public hearings convened pursuant to procedures adopted by the City, the City Council granted approval to the Authority under Public Utilities Code § 21661.6(e) to modify the plan to use the Adjacent Property.

(4) Planned Development Zoning. On February 1, 2005, following duly noticed public hearings and Planning Board review and recommendation, the City Council approved the Planned Development zone changes for the A-1 North Property, which includes the Street Realignment Parcel, and a portion of the Adjacent Property (collectively "PD Zoning"). The PD Zoning is consistent with the General Plan. A copy of Ordinance No. 3660 and Ordinance No. 3661 are attached hereto as Exhibits 5A and 5B and incorporated herein by this reference.

(5) Conditions of Approval. Certain Project Approvals were issued subject to "Conditions of Approval," which, for the purposes of this Agreement, shall also be considered included in any reference to the Project Approvals. The Conditions of Approval are attached hereto as Exhibits 3 and 4.

(6) Title Transfer Agreement Amendments. Title to and use of portions of the Property known as the Trust Property and Adjacent Property are subject to several agreements executed by the Parties in November 1999 and amended subsequently ("Title Transfer Agreements"). The Title Transfer Agreements have been amended to conform to this Agreement and to reflect the Parties current agreement with respect to, inter alia, title to and sale of the Trust Property. The following agreements have been amended:

(a) Escrow Agreement. On January 25, 2005, the City Council approved an amendment to and combined into a single agreement the Amended, Restated and Superceding Escrow Agreement By and Between the City of Burbank and the Burbank-Glendale-Pasadena Airport Authority dated November 16, 1999 and the Amended, Restated and Superceding Trust Agreement By and Between the City of Burbank, the Burbank-Glendale-Pasadena Airport Authority and Security Trust Company dated November 16, 1999.

(b) Trust Property Easement. On January 25, 2005, the City Council approved an amendment to the Grant of Easements, Declaration of Use Restrictions and Agreement for Trust Property By and Between the City of Burbank, the Burbank-Glendale-Pasadena Airport Authority and Security Trust Company dated November 23, 1999.

(c) Adjacent Property Easement. On January 25, 2005, the City Council approved an amendment of the Grant of Easements, Declaration of Use Restrictions and Agreement for Adjacent Property By and Between the City of Burbank and the Burbank-Glendale-Pasadena Airport Authority dated November 23, 1999.

(7) TEFRA Approval. On January 25, 2005, the City Council conducted the hearing and made findings required by the Tax Equity and Fiscal Responsibility Act (26 U.S. Code Section 147 (f)).

(8) Part 77 Ordinance. On February 1, 2005, the City Council adopted Ordinance No. 3663 establishing height limitations and procedural requirements for certain projects within the vicinity of the Airport.

(9) Sound Attenuation Ordinance. On February 1, 2005, the City Council adopted Ordinance No. 3662, adopting amendments to the City's Building Code to establish sound attenuation requirements on construction of structures in the vicinity of the Airport.

M. The City finds, and the City and the Authority mutually agree, that the terms and provisions of this Agreement are consistent with the General Plan and the Golden State Redevelopment Plan, as amended. Specifically, the permitted and planned use and development of the Property provide for orderly and controlled use and development consistent with the goals, policies, and other provisions of the General Plan and the Golden State Redevelopment Plan, as amended.

N. On December 6, 2004, following a duly noticed public hearing, the Planning Board adopted Resolution No. 2964, recommending that the City Council approve this Agreement.

O. On January 25, 2005, after a duly noticed public hearing, the City Council: (1) considered the Mitigated Negative Declaration; (2) made appropriate findings that the provisions of this Agreement are consistent with the General Plan; and (3) introduced Ordinance No. 3659 approving and authorizing the execution of this Agreement. On February 1, 2005, the City Council adopted Ordinance No. 3659. A copy of Ordinance No. 3659 is attached hereto as Exhibit 6.

P. For the reasons recited herein, the Authority and the City have determined that the use and development of the Property, including the use and development of the A-1 North Property and a portion of the Adjacent Property as Planned Developments, is

the type of development for which this Agreement is appropriate. The City and Authority have also determined that this Agreement contains a mutually acceptable balance between the type and extent of projects that will meet the Authority's expected needs during the Term of this Agreement and avoidance of Authority actions and development that may, or could be perceived to, adversely affect the City, its residents and property owners in the vicinity of the Airport. As a consequence, this Agreement will provide for the orderly and controlled use and development of the Property, promote a more desirable and functional community environment, provide for employment-generating uses, eliminate uncertainties in the types and use and development of the Airport, and provide other public benefits to the City and its residents as contemplated by the Planned Development Ordinance and the Development Agreement Statute.

Q. In exchange for these benefits, together with the public benefits that will result from the use and development of the Property pursuant to this Agreement, the Authority desires to receive the assurance that it may proceed to develop the Property in accordance with the Existing Development Regulations (as defined herein) of the City, subject to the terms, conditions, and exceptions contained herein.

R. The Parties agree that this Agreement will promote and encourage the appropriate use and development of the Property by providing the Authority with greater degree of certainty and predictability in the operation and development of the Airport, and that the consideration to be received by the City pursuant to this Agreement and the rights granted to Authority hereunder constitute sufficient consideration to support the covenants and agreements of the City and the Authority. By entering into this Agreement, the City intends to vest in the Authority the rights set forth herein.

S. The City is considering, concurrently with this Agreement, an ordinance in substantially the form of Exhibit 7, which makes the guidelines and reporting requirements set forth in 14 C.F.R. Part 77 (known as the Federal Aviation Administration Part 77 Regulations) applicable to new construction near the Airport, as defined in the ordinance.

T. The City is considering, concurrently with this Agreement, an ordinance in substantially the form of Exhibit 8, a revision to the City's Building Code to require new single-family homes located within specified noise contours to be sound attenuated.

U. Over the course of the last decade, the City and the Authority have disagreed about the extent to which the City's Zoning Ordinance or the City's other land use regulations and regulatory restrictions apply to the Property but the Parties agree that it is in their mutual interest to hold in abeyance any such disagreements (or potential legal claims and positions based upon such disagreements) for the Term of this Agreement. Nothing contained herein is intended to constitute an acceptance of the other Party's legal claims or position on such matters, or to waive or estop a Party from asserting those claims or positions in connection with matters outside this Agreement or with respect to matters not covered by this Agreement during the Term of this Agreement or asserting those claims or positions after the termination of this Agreement.

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

AGREEMENT

ARTICLE I DEFINITIONS

Section 1.1 “A-1 North Property” shall mean the property identified on the map and described in the legal description of that area attached hereto as Exhibits 9 and 10 respectively.

Section 1.2 “Adjacent Property” shall mean the property identified on the map and described in the legal description of that area attached hereto as Exhibits 11 and 12 respectively.

Section 1.3 “Adverse Law or Decision” shall have that meaning set forth in Section 5.2.

Section 1.4 “Agreement” shall mean this Development Agreement.

Section 1.5 “Airport Land Use Working Group” shall have that meaning set forth in Section 4.2.

Section 1.6 “Airport” shall mean the Bob Hope Airport.

Section 1.7 “Airport Zone” shall have that meaning set forth in Section 3.2.

Section 1.8 “Ancillary Approvals” shall mean the following approvals and actions by the City which are necessary for the accomplishment of the Parties’ intent as set forth in the Recitals hereto but which are not Project Approvals for purposes of this Agreement:

(a) The Amended and Restated Grant of Easements, Declaration of Use Restrictions and Agreement for Trust Property;

(b) The Amended and Restated Grant of Easements, Declaration of Use Restrictions and Agreement for Adjacent Property;

(c) The Land Title Trust Agreement;

(d) City action holding the TEFRA (Tax Equity and Fiscal Responsibility Act, 26 U.S.C. Section 147 (f)) hearing and making findings and determinations pursuant thereto;

(e) Ordinance No. 3663 (Part 77 Ordinance, attached hereto as Exhibit 7); and

(f) Ordinance No. 3662 (Sound Attenuation Ordinance, attached hereto as Exhibit 8).

Section 1.9 “Authority” shall mean the Burbank-Glendale-Pasadena Airport Authority, a California joint powers agency.

Section 1.10 “Authority Staff Representative” shall have that meaning set forth in Section 8.1.

Section 1.11 “BRL” shall have that meaning set forth in Section 3.8.

Section 1.12 “CEQA” shall mean collectively the California Environmental Quality Act found at Public Resources Code Section 21000 et seq., and the Guidelines for California Environmental Quality Act found at California Code of Regulations, Title 14, Chapter 3, Section 15000 et seq.

Section 1.13 “Change in Circumstances” shall have that meaning set forth in Section 5.1.

Section 1.14 “City” shall mean the City of Burbank, a municipal corporation, organized and existing under the laws of the State of California.

Section 1.15 “City Council” shall mean the City Council of the City of Burbank, or its designee.

Section 1.16 “City General Plan” or “General Plan” shall mean the applicable General Plan of the City of Burbank.

Section 1.17 “City Staff Representative” shall have that meaning set forth in Section 8.1.

Section 1.18 “Conflicting New Law” shall have that meaning set forth in Section 3.4.

Section 1.19 “Date of Execution” shall have that meaning set forth in Section 11.14.

Section 1.20 “Development Agreement Statute” shall mean Government Code Section 65864 et seq.

Section 1.21 “Development Agreement Ordinance” shall mean Burbank Municipal Code Section 31-1997 et seq.

Section 1.22 “Director” shall mean the Director of the Community Development Department of the City of Burbank, or his or her designee.

Section 1.23 “Effective Date” shall have that meaning set forth in Section 2.2.

Section 1.24 “Existing Development Regulations” shall mean (i) the ordinances, resolutions, rules, regulations, and official policies of the City governing the permitted and conditionally permitted uses of the Property, the density and intensity of use of the Property, the rate and timing of development including permit and approval processing procedures, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to the development of the Property, and (ii) all other land use regulations applicable to the Property that are contained in the Project Approvals, the Existing Development Regulations not inconsistent with the Project Approvals, and this Agreement, which were in full force and effect as of the Effective Date.

Section 1.25 “Future Land Use Options” shall have that meaning set forth in Section 4.2.

Section 1.26 “Legal Action” shall mean any action in law or equity.

Section 1.27 “Legal Rights” shall mean all rights and remedies in law and equity.

Section 1.28 “Minor Projects” shall have that meaning set forth in Section 3.3.

Section 1.29 “Mitigated Negative Declaration” shall have that general meaning set forth in CEQA, and that specific meaning set forth in Recital L of this Agreement.

Section 1.30 “Mortgagee” shall have that meaning set forth in Section 10.2.

Section 1.31 “Municipal Code” shall mean the City of Burbank Municipal Code and Charter as they exist on the Effective Date, and expressly including any amendments to the municipal code as contemplated under the terms of this Agreement.

Section 1.32 “New Law” shall mean any City laws, ordinances, rules, regulations, and official policies, regardless of the manner in which they are enacted and regardless of whether enacted by a legislative body or other means, that are applicable to development of the Property and that become operative or effective subsequent to the Effective Date.

Section 1.33 “Noise Working Group” shall have that meaning set forth in Section 4.2.

Section 1.34 “Notice” shall have that meaning set forth in Section 9.1.

Section 1.35 “Notice of Adverse Law or Decision” shall have that meaning set forth in Section 5.2.

Section 1.36 “Notice of Compliance” shall have that meaning set forth in Section 7.2.

Section 1.37 “Notice of Intent to Proceed” shall have that meaning set forth in Section 5.2.

Section 1.38 “Notice of Noncompliance” shall have that meaning set forth in Section 5.2.

Section 1.39 “Operating Memorandum” shall have that meaning set forth in Section 5.1(b).

Section 1.40 “Panel” shall have that meaning set forth in Section 8.1.

Section 1.41 “Parties” shall mean the Authority and the City.

Section 1.42 “PD Zoning” shall have that meaning set forth in Recital L of this Agreement.

Section 1.43 “Planning Board” shall mean the Planning Board of the City of Burbank.

Section 1.44 “Processing Fees” shall have that meaning set forth in Section 3.5.

Section 1.45 “Project Approvals” shall mean City Council approval of the following:

(a) Resolution No. 26,893 and Resolution No. 26,894 (Public Utilities Code Section 21661.6 Approvals, attached hereto as Exhibits 13 and 14);

(b) Ordinances attached hereto as Exhibits 5A and 5B approving a change of zone from M-2 Industrial Zone to Planned Development (PD) for the A-1 North Property which includes the Street Realignment Parcel, as shown on the map and described in the legal description attached hereto as Exhibits 9, 10, 17A, and 17B and a portion of the Adjacent Property as shown on the map and described in the legal description attached hereto as Exhibits 18 and 19, including any special conditions of approval as may be imposed as part of those ordinances;

(c) Mitigation measures, if any, imposed pursuant to CEQA in connection with Project Approvals;

(d) This Agreement.

Section 1.46 “Property” shall mean and include all of the following: (a) the real property owned in fee simple by the Authority including, but not limited to the property depicted on the Revalidated Airport Layout Plan approved by the Federal Aviation Administration on August 25, 2004. This property includes the airfield, hangars, passenger terminal, Parking Lot B and Parking Lot C, the Adjacent Property and property owned by the Authority for safety zones; (b) the portion of the A-1 North Property to be acquired by the Authority as described in Exhibit 9; (c) the Street Realignment Parcel as described in Exhibit 17B, should the Authority acquire such property pursuant to Section 4.1; and (d) Trust Property. A map depicting the Property is attached hereto as Exhibit 1.

Section 1.47 “Standard Fees” shall have that meaning set forth in Section 3.5.

Section 1.48 “Stipulated Parking Area” shall mean that portion of the Trust Property which the Authority has been permitted to use for temporary overflow parking, as agreed to and set forth in the Stipulated Order dated July 9, 1997 in Los Angeles Superior Court Case No. EC 022341.

Section 1.49 “Street Realignment Parcel” shall have that meaning set forth in Section 4.1.

Section 1.50 “Street Realignment Project” shall have that meaning set forth in Section 4.1.

Section 1.51 “Subsequent Applications” shall mean applications for any other ministerial or discretionary land use approvals, entitlements and permits for the development of the Property and desired by the Authority subsequent to the Effective Date. The Subsequent Applications may include without limitation amendment of any of the Project Approvals.

Section 1.52 “Term” shall have the meaning set forth in Section 2.3 of this Agreement.

Section 1.53 “Trust Property” shall mean the property identified on the map and described in the legal description of that area attached hereto as Exhibits 15 and 16.

Section 1.54 “Usable and Operational” with respect to the A-1 North Property shall mean the point in time after the Authority (a) acquires any portion of the A-1 North Property and (b) makes any portion of the A-1 North Property open and available for use by the general public for public airport parking, whether through valet parking services, self parking or a combination of both valet and self parking services. The Authority shall provide immediate Notice to the City pursuant to Article IX as soon as the A-1 North Property, or any portion thereof, becomes Usable and Operational.

ARTICLE II GENERAL PROVISIONS

Section 2.1 Benefits of Agreement; Consideration. In considering the benefits to the City and the Authority of providing certainty to each Party as to the rights, duties, limitations and obligations of the other Party with respect to the use and development of the Property during the Term of this Agreement, and in consideration of the mutual benefits to be derived from this Agreement, as more fully set forth in the Recitals of this Agreement, the City and the Authority have agreed to enter into this Agreement.

Section 2.2 Effective Date. This Agreement shall become effective, and the obligations of the Parties shall be effective, on the effective date of the Ordinance that approves this Agreement ("Effective Date"). The effective date of the Ordinance that approves this Agreement is specified in Section 8 of the City's Charter, which date shall be the thirty-first (31st) day following the publication of the City Attorney's synopsis of the Ordinance. When the Ordinance that approves this Agreement has taken effect, the City Clerk shall manually insert that date in the following blank space prior to recordation of the Agreement: (Effective Date is March 15, 2005)

Section 2.3 Term. This Agreement shall have a term (the "Term") that commences on the Effective Date and extends to the earlier of the following dates:

(a) The date that the Authority provides Notice to the City, as specified in Article IX, that the Authority's contractual right to acquire the A-1 North Property has expired or was terminated without the Authority closing escrow and taking fee title to any portion of the A-1 North Property; or

(b) Seven years from the date that the Authority has provided Notice to the City, as specified in Article IX, that the Authority has acquired fee title to any portion of the A-1 North Property. The Authority shall provide Notice to the City within five (5) days of recording of such title in the Office of the Los Angeles County Recorder.

Section 2.4 Binding Effect of Agreement; Covenants Run with the Land. From and after the Effective Date, all of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and their respective successors (by merger, reorganization, consolidation or otherwise), lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective successors and assigns. All of the provisions of this Agreement shall constitute covenants running with the land.

Section 2.5 Ownership of Property. The City and the Authority acknowledge and agree that the Authority has a legal or equitable interest in the Property and is qualified to enter into, and be a party to this Agreement, under the Development Agreement Statute. The Trustee acknowledges the Authority's decision to enter into this

Agreement with respect to the Trustee's interests in the Trust Property and acknowledges the provisions of this Agreement applicable to use of the Trust Property.

ARTICLE III. DEVELOPMENT OF PROPERTY

Section 3.1 Vested Right to Develop; Applicable Land Use Regulations.

Except as limited by Section 3.5 below, the Authority shall have the vested right as of the Effective Date to develop the Property in accordance with, and to the extent of, the Project Approvals, the Existing Development Regulations and this Agreement. Except as otherwise provided under the terms of this Agreement, the ordinances, resolutions, rules, regulations, and official policies of the City governing the permitted uses of the Property, the density and intensity of use of the buildings, and the design, improvement and construction standards and specifications applicable to the development of the Property, shall be those contained in the Project Approvals and the Existing Development Regulations. In the event of a conflict between the Existing Development Regulations, the Project Approvals and this Agreement, the terms of the Project Approvals shall prevail over the Existing Development Regulations, and the terms of this Agreement shall prevail over both the Project Approvals and the Existing Development Regulations. Nothing in this Agreement shall be construed to alter the City's existing authority, if any, as of the Effective Date, to regulate airside improvements or to subject such airside improvements to local ordinances, rules, or regulations. Airside improvements include, but are not limited to, airfield infrastructure projects such as runway and taxiway construction, installation of navigation lighting, navigation aids, signs and other activities on the airfield that are subject to approval by the Federal Aviation Administration ("FAA").

Section 3.2 Clarification of Airport Zone Regulations. In the interest of avoiding future disputes concerning permitted uses within the Airport Zone set forth in the Burbank Municipal Code (the "Airport Zone"), the City and the Authority desire to document the City's interpretation of the permitted uses in that zone. For the purposes of this Agreement only, the City interprets Municipal Code Sections 31-502 and 31-902 to permit the following uses as permitted and not conditional uses within the Airport Zone and shall not alter this interpretation during the remaining Term of this Agreement in a manner that would further restrict such uses beyond that set forth in this Agreement.

The following uses are included within the definitions of permitted uses in the Airport Zone:

- (a) Aircraft fabrication, testing and servicing, specifically including the following:
 - (1) aircraft modification, and
 - (2) aircraft engine and engine run-up testing.

(b) Aircraft landing fields for aircraft and helicopters, and runways, and control towers etc., specifically including the following:

- (1) aircraft hangars,
- (2) aircraft ramps,
- (3) aircraft taxiways,
- (4) aircraft fueling facilities,
- (5) aircraft ground service equipment maintenance facilities,
- (6) air cargo facilities and ancillary uses, and
- (7) emergency response facilities, such as fire and police facilities.

(c) Air passenger facilities and accessory uses, specifically including the following:

- (1) incidental commercial uses normally and traditionally associated with passenger terminals (including, for example, airline ticket counters, airline office space, airline use of corridor space, and concessions for gifts, news, food and beverages, rental cars, and flowers),
- (2) airport-related vehicle parking,
- (3) car rental facilities and incidental uses (including, for example, car wash, marshalling and maintenance facilities), and
- (4) general aviation facilities and incidental commercial uses normally and traditionally associated with general aviation services (including, for example, passenger and pilot lounges, and offices).

(d) Personal wireless telecommunications services facilities, pursuant to Municipal Code Section 31-1118.

Section 3.3 Development Review Requirements and Procedures for Projects. The following requirements and procedures shall apply to processing Subsequent Applications with respect to the Property:

(a) Development Review Process. Pursuant to Municipal Code Section 31-1914(7), minor projects that are determined by the Director to be highly consistent with adopted plans and in compliance with the Code are exempt from Development Review. Municipal Code Section 31-1909(e) provides that the Director

may establish alternative processing requirements for such projects. For the purposes of this Agreement only, "Minor Projects" that are exempt from Development Review shall be interpreted to include:

- (1) Interior remodeling or exterior refacing of an existing structure, provided that the remodeling or refacing does not include a change in the primary use or a change in general mix of uses conducted in the structure;
- (2) Demolition work, when such demolition work is not done in preparation for a Subsequent Application subject to Development Review;
- (3) New structures or additions to or detached accessory structures for any existing structure which do not exceed three hundred (300) square feet of gross floor area;
- (4) Non-enclosed structures including awnings, screens, canopies, and free-standing porticos and porte cocheres;
- (5) Above ground and underground utility systems and mechanical equipment;
- (6) Establishment or reconfiguration of parking lots permitted by this Agreement including resurfacing or restriping of spaces; and ancillary equipment, structures not exceeding 300 square feet of gross floor area, and signage to service such parking lots;
- (7) Enclosure and reconfiguration of non-enclosed covered spaces existing prior to the Effective Date, so long as such enclosure and reconfiguration does not increase the area of the space previously covered;
- (8) Airside improvements, including, but not limited to, airfield infrastructure projects such as runway and taxiway construction, installation of navigation lighting, nav aids, signs and other activities on the airfield that are subject to approval by the FAA; and,
- (9) Replacement of an existing structure designed for aircraft storage, provided the replacement structure is neither higher nor larger than the original height and footprint of the original structure; and provided the replacement structure does not include a change in the primary use or a change in general mix of uses conducted in the original structure.

(b) The listing provided in paragraph (a) above is not intended to be all-inclusive of projects that may be deemed exempt from Development Review. For projects other than those listed above, the Director shall reasonably determine in his or her sole discretion whether a Subsequent Application is exempt from Development Review pursuant to Municipal Code Section 31-1914.

(c) In the event that Development Review is required for any given activity, such Development Review Approval shall be valid for one year pursuant to Municipal Code Section 31-1913.

Section 3.4 Conflicting Enactments. Except as provided in Section 3.5 (Reservation of Authority) below, any New Law or change in or to the Existing Development Regulations that would, absent this Agreement, otherwise be applicable to the Property and which would conflict in any way with or be more restrictive than the Existing Development Regulations ("Conflicting New Law"), regardless of the manner in which such laws are enacted and regardless of whether enacted by a legislative body or other means, shall not be applied by the City to the Property. Conflicting New Law shall include, but is not limited to, (i) any New Law that limits, reduces or otherwise changes the use, density, intensity or timing of the development of the Property, (ii) imposes new development impact fees, (iii) imposes new discretionary review processes or procedures which do not presently apply to the Property, (iv) alters existing discretionary review processes or procedures not otherwise applicable to the Property in such a manner that they would apply to Property, or (v) increases the number of required parking spaces or affects the number of parking spaces permitted by this Agreement. The Authority, in its sole discretion, may give the City written notice of its election to have any Conflicting New Law applied to the Property, in which case such Conflicting New Laws shall be deemed to be an Existing Development Regulation.

Section 3.5 Reservation of Authority. Notwithstanding any other provision of this Agreement, the following New Laws shall apply to the use and development of the Property:

(a) Uniform Codes. Uniform building, electrical, mechanical, fire and similar codes based upon uniform codes adopted in, or incorporated by reference into the Municipal Code, as may be enacted or amended thereafter and as in effect on a citywide basis.

(b) Application Processing Fees. Application processing fees and charges imposed by the City on a citywide basis to cover the estimated reasonable cost to the City of processing applications under the Existing Development Regulations that are adopted and imposed pursuant to law, including without limitation, Government Code Sections 66005, 66013, 66014 and 66016 (or their successor section(s)), (the "Processing Fees"), provided that the fees imposed are those in effect on a citywide basis and not solely applicable to the Authority at the time an application is submitted for a Project Approval.

(c) Utility Fees. The Authority shall pay to the City standard and non-discriminatory utility fees and other related utility rates, including but not limited to, hook-up charges and aid-in-construction fees, in accordance with the applicable electrical or water rates and rules in effect at the time of application for service (the "Standard Fees"). Notwithstanding the preceding sentence, the City shall afford the Authority the

opportunity to negotiate preferential utility rates comparable to those charged to similarly situated large users in the City.

(d) Federal, State, County, and Multi-Jurisdictional Laws and Regulations. Federal, state, county and multi-jurisdictional laws and regulations which the City is required to enforce against the Property or the Authority; provided that if the applicable federal, state, county, or multi-jurisdictional law or regulation prevent or preclude compliance with one or more of the provisions of this Agreement or are inconsistent with any of the Project Approvals or Ancillary Approvals, such provisions of the Agreement shall be modified or suspended as provided in Section 5.2 as may be necessary to comply with such federal, state, county, or multi-jurisdictional laws or regulations.

(e) M-2 Zone Parking Amendments. Amendments to the Burbank Zoning Ordinance to require a conditional use permit for new parking uses or new parking structures in the M-2 zone.

(f) Citywide Public Health and Safety Regulations. Citywide public health and safety regulations that may be in conflict with the Project Approvals or the Existing Development Regulations but which are necessary to protect the public from an immediate threat to the public health and safety that arises after the execution of this Agreement; provided that the threat to the public health and safety does not arise from either development at the Airport consistent with the terms of this Agreement or operations of the Airport that are typical of operations at commercial airports. In the event the City adopts a citywide public health and safety regulation that may be in conflict with the Project Approvals or the Existing Development Regulations and which the Authority believes will have an adverse effect on the Authority and its rights and benefits from this Agreement, then, upon request of the Authority, representatives of the City and Authority shall meet to discuss the effects of the regulation on the Authority and the applicability of the regulations to the Authority under this Agreement. If the parties are in agreement regarding the applicability of the regulation to the Authority and the Property, that determination shall be specified in an Operating Memorandum pursuant to Section 5.1. By discussing the applicability of the regulations, neither party waives any remedies under this Agreement.

(g) Valet Parking Citywide Ordinance. Citywide regulation of valet parking operators that use City streets as part of the valet parking operation provided that such regulation, on its face or through its implementation, does not unreasonably interfere with the Authority's ability to utilize any parking area permitted by this Agreement. The term "unreasonably interfere with" includes, without limitation, any requirement that would preclude use of the most direct route between the valet parking drop-off/pick-up area and the valet storage area. Any valet parking activity conducted solely on Authority owned property shall not be subject to any New Law regulating valet parking.

Section 3.6 Subsequent Applications. Subsequent Applications shall be administered in the following manner:

(a) Consistent Applications. Upon submittal of a Subsequent Application by the Authority, the Director shall determine whether the Application is consistent or inconsistent with this Agreement and the Existing Development Regulations. If the Director finds that the Subsequent Application is consistent, the Director shall process the Subsequent Application pursuant to the Existing Development Regulations, as such Existing Development Regulations have been interpreted by this Agreement.

(b) Inconsistent Applications. Any submittal by the Authority of a Subsequent Application that is either: (1) inconsistent with this Agreement or the Existing Development Regulations, or (2) not permitted by this Agreement, shall be considered an application for amendment of this Agreement pursuant to Section 5.1. The City may approve or deny the application in its sole discretion. If approved, the application shall be reflected in an amendment to this Agreement. Disputes regarding a Director's determination of inconsistency pursuant to Sections 3.6 (a) and (b), shall be subject to the provisions Article VIII of this Agreement.

(c) Changes to Plans; Appeals. This subsection shall apply to any change to the approved Site Plan for a Planned Development. If the Director determines that a proposed revision to an approved Site Plan is in substantial conformance with the provisions of the Planned Development, the general intent of the approved Site Plan, and consistent with this Agreement, the revised plan shall be approved by the Director without submittal to the Planning Board for review and approval. The decision of the Director shall be final unless appealed by any interested party to the Planning Board within ten (10) days from the date of such decision. If the Director determines that the proposed revision is not in substantial conformance with the approved Planned Development or Site Plan or that the proposed revision is inconsistent with this Agreement, then the revised plan shall be submitted to the Planning Board for review and action pursuant to this Subsection. Notwithstanding the foregoing, the Director shall have the discretion to refer consideration of the revised plan to the Planning Board as a report and recommendation item. If the Planning Board determines that the proposed revision is in substantial conformance with the provisions of the Planned Development and the general intent of the approved Site Plan, the revised plan shall be approved by the Planning Board. The decision of the Planning Board shall be final unless appealed by any interested party to the City Council within ten (10) days from the date of such decision. Notice of any Director, Planning Board, or City Council decision pursuant to this Subsection shall be provided by publication in a newspaper of general circulation at least ten days prior to the date the decision is effective.

(d) Cooperation. It is the express intent of the Authority and the City to cooperate and diligently work to implement any Subsequent Applications determined by the Director to be consistent with this Agreement pursuant to paragraph (a) above.

(e) Authority Obligations. The Authority shall provide the City, in a timely manner, all documents, applications, plans, payments of appropriate processing

fees, if any, and any other information reasonably necessary for the City to carry out its obligations hereunder, and shall cause Authority's staff and consultants to submit, in a timely manner, all required documents and materials therefor.

(f) City obligations. The City shall promptly commence and diligently complete all steps necessary to act on any Subsequent Application, including without limitation:

(1) Notice and holding of any public hearing as may be required by this Agreement or the Existing Development Regulations; and,

(2) Approval of any Subsequent Application to the extent that it complies with this Agreement and the Existing Development Regulations.

(g) City Denial of Subsequent Application. The City may deny a Subsequent Application only if the Subsequent Application fails to comply with this Agreement and the Existing Development Regulations, and City specifies in writing the basis of its decision.

(h) Permits and Approvals from Agencies Other than the City. To the extent that permits are required by governmental agencies other than the City for uses or activities to be undertaken by the Authority pursuant to this Agreement, the Authority shall apply for such other permits, grants, agreements, entitlements, or other approvals as may be required by other agencies having jurisdiction over, or in connection with the development of, or provision of services to, the Property. If the Authority should so request, the City shall make a good faith effort to cooperate with the Authority in such applications, approvals and entitlements so long as such cooperation is at nominal or no cost to the City.

Section 3.7 No New Terminal.

(a) The Authority has no plans to, and does not intend to, construct a new or relocated passenger terminal building for ten years from the Effective Date. As evidence of the Authority's intentions specified in this section, the Authority agrees not to do any of the following: (1) construct a new or relocated passenger terminal building; (2) commence public review or publicly announce the intention to prepare any environmental document related to a plan or plans for a new or relocated passenger terminal building; (3) submit applications for funding or permits for a new or relocated passenger terminal building to any local, state or federal agency; or (4) take any action that, pursuant to law, establishes a deadline for the City to take any public action or position on a plan or plans for a new or relocated passenger terminal building. Nothing herein shall preclude the Parties from discussing proposals or plans with each other's staffs, other government agencies' staffs, or the Airport Land Use Working Group pursuant to Section 4.2(c).

(b) Commitment Survives Termination. The Authority's commitments set forth in this Section 3.7 shall survive expiration of the Term of this Agreement unless the Authority complies with the provisions of Section 5.2(c).

Section 3.8 Additional Commitments on Development. Notwithstanding the uses that would otherwise be permitted on the Property by the Existing Development Regulations and by this Agreement, and in addition to the commitments contained in Section 3.7, the Authority shall not, and shall not allow others to, construct or engage in, any of the following uses, activities, operations or structures, on the Property during the Term of the Agreement:

(a) Existing Passenger Terminal Building. Except as otherwise provided in this Section, the Authority shall not expand the square footage of the existing passenger terminal building beyond its existing footprint. This prohibition shall not preclude the following alterations provided that any such alterations do not increase the square footage permitted for occupancy: (i) the enclosure of the baggage claim facility in Terminal A, which square footage is already considered to be part of the existing terminal; (ii) the internal reconfiguration or reallocation of uses within the terminal (except that no office space or security related equipment rooms approved as part of the 2001 Terminal Security Enhancement Project shall be converted to alternative uses); (iii) the re-facing or remodeling of the exterior of the structure or the addition of mechanical equipment or devices adjacent to the structure or on the roof of the structure; (iv) reconstruction as a result of force majeure as set forth in Section 11.6(c); or (v) in recognition of federal authority to mandate certain improvements, (1) any improvements explicitly mandated by the Transportation Security Administration ("TSA") (resulting from federal law, TSA regulation or explicit written directive from TSA officials) for equipment, materials or services required for transportation security purposes; and (2) improvements that are necessary to meet a federal or state mandate that cannot be accommodated within the existing footprint of the terminal building. Any alterations excepted from this prohibition under subsection (v)(1) or (v)(2) of this Section that change the building footprint shall be subject to the City's development review process, and all other improvements constructed pursuant to subsections (i), (ii), (iii), and (iv) shall be exempt from the City's development review process.

(b) Number of Passenger Gates. The Authority shall not increase the number of commercial airline passenger gates above the fourteen (14) gates that currently exist at the passenger terminal building.

(c) Remote Aircraft Parking Positions. The Authority shall not create, construct, or allow use of any aircraft parking positions at which the enplaning or deplaning of scheduled commercial airline passengers is allowed, beyond the fourteen (14) gates that currently exist at the passenger terminal building.

(d) Airport's General Aviation Area. The Authority shall not increase the cumulative gross square footage of Airport property allocated to general aviation uses beyond the area shown on Exhibit 20.

(e) New Buildings within the Existing Building Restriction Line.

Except as provided in this Section, the Authority shall not construct any structures on the airside of the Building Restriction Line ("BRL") as shown on the Authority's Airport Layout Plan approved by the FAA on August 25, 2004. This restriction shall not apply to (i) structures constructed in the quadrant bounded by the north side of Terminal A portion of the passenger terminal on the north, the west side of Terminal B portion of the passenger terminal on the west, Hollywood Way on the east and Empire Avenue on the south or to any other structure, so long as such structures are deemed by the FAA not to be a hazard to air navigation, or (ii) structures approved as part of the Project Approvals for use of the Adjacent Property as provided herein.

(f) Vehicle Parking Locations. Notwithstanding any vehicle parking

uses that may otherwise be allowed on the Property by the Existing Development Regulations, and subject to the limitations and phasing requirements set forth below, commercial air passenger vehicle parking shall be allowed only in the following areas: (1) on those portions of the Property where parking is currently located (as shown on Exhibit 21); (2) on that portion of the Property that is located in the Southwest Quadrant of the Airport, which is defined to mean that portion of the Property south of Runway 826 and west of Runway 1533 ("Southwest Quadrant"); (3) in the Stipulated Parking Area for the period provided in Section 3.8(g)(1); (4) on that portion of the Adjacent Property designated for parking by the Project Approvals; and (5) on any other property not currently owned by the Authority if such use is subsequently approved by the City pursuant to Public Utilities Code Section 21661.6.

(g) Phasing of Public Vehicle Parking Uses.

(1) Parking in the Stipulated Parking Area. The Authority shall cease use of that portion of the Stipulated Parking Area which lies within the Trust Property commencing from the date that both of the following have occurred: (1) the Effective Date; and (2) the A-1 North Property is Usable and Operational.

(2) Parking in the Southwest Quadrant. It is not reasonably foreseeable that the Authority will need to use property in the Southwest Quadrant for public vehicle parking. In any event, the Authority shall not use any portion of the Southwest Quadrant for public vehicle parking for four years after the Authority notifies the City that the A-1 North Property is Usable and Operational.

(3) Employee Parking. Employee parking shall not be subject to the phasing requirements of this Section 3.8(g) or to the limitations on locations set forth in Section 3.8(f).

(h) Limitations on Uses Allowed on Adjacent Property and Trust Property. In addition to any other commitments specified in this Section 3.8, based upon the Authority's reasonably foreseeable needs, the Authority agrees to limit any uses, activity and structures on the Adjacent Property and Trust Property as follows:

(1) Adjacent Property Uses. Uses on the Adjacent Property will be limited to those uses (a) authorized by the Grant of Easements, Declaration of Use Restrictions and Agreement dated November 23, 1999 and recorded as Document No. 99-2219083 or (b) approved pursuant to the Project Approvals and Ancillary Approvals. Any new uses on the Adjacent Property will be permitted only if all of the following occur: (a) the City reviews and approves an application for such use pursuant to Public Utilities Code Section 21661.6; (b) the City and the Authority enter into amendments to the Grant of Easements, Declaration of Use Restrictions and Agreement, to this Agreement and to the Project Approvals and Ancillary Approvals providing for the particular use, and (c) the use is approved by the City in accordance with City approval processes applicable at the time of application by the Authority.

(2) Trust Property Uses. The land uses and activities that are authorized on the Trust Property shall be those uses and activities as specified in the Amended, Restated, Superceding and Combined Escrow and Trust Agreement and the Amended and Restated Grant of Easements, Declaration of Use Restrictions and Agreement for Trust Property and subject to the limitations and restrictions contained herein including, without limitation, in Section 3.7 and 3.8(g)(1) herein.

ARTICLE IV. OTHER OBLIGATIONS

Section 4.1 Street Realignment Project; Authority Financial Participation.

(a) Street Realignment Project. The Parties acknowledge that the realignment of the intersection of Avenue A and Hollywood Way to align more closely with the projection of Thornton Avenue is an appropriate street and public safety improvement ("Street Realignment Project"). The Parties further acknowledge that in order to accomplish the Street Realignment Project, it will be necessary to acquire property adjacent to the A-1 North Property, more particularly described in Exhibit 17B ("Street Realignment Parcel"). The Authority agrees to use good faith efforts to acquire the Street Realignment Parcel. Upon the Authority's acquisition of the Street Realignment Parcel, the City will cause the construction of the Street Realignment Project in accordance with this Section.

(b) Purchase Price and Cost of Improvements. The Authority agrees to pay for one-hundred percent (100%) of the costs to acquire the Street Realignment Parcel. The City and the Authority each agree to pay fifty percent (50%) of the improvement related costs of the Street Realignment Project. The Authority's payment of these costs represents its share of the cost of the improvements located on the Authority's property. The Authority shall pay City its fifty percent (50%) of these improvement related costs before City awards the bid for the Street Realignment Project. The Authority shall deposit said sum in cash with the City within seven (7) business days of demand by the City. The Authority shall, from time to time, contribute any requested

unanticipated costs necessary to complete the Street Realignment Project, within seven (7) business days to City, subject to the provisions of Section 4.1(c).

(c) Ownership of Street Realignment Parcel; Construction. The Authority shall be entitled to retain all portions of the Street Alignment Parcel beyond the westerly edge of the Hollywood Way right-of-way, as shown on Exhibit 17B, which property shall be retained as the property of the Authority and not as a publicly dedicated street, and the Authority shall convey to the City, free of charge and in a form reasonably acceptable to the City, an easement for streets and other improvements, when requested by the City, that portion shown on Exhibit 17B that is inside the Hollywood Way right-of-way that is required to accomplish the Street Realignment Project. The City shall act as the construction manager to assure that the necessary improvements occur on the Street Realignment Project, but Authority shall look to the contractor for any indemnification, insurance, or other normal protections during construction. The City shall not solicit bids for the Street Realignment Project until the Authority has approved the contract documents, including but not limited to the plans and specifications. City shall work with Authority to include all reasonable protections to Authority through the bid specifications and contracts for the project. Authority and City shall cooperate in the accomplishment of the Street Realignment Project and each party shall be required to consent to each change order once any one or more change orders result in the initial contract cost increasing by more than 10% over the initial project cost. After reaching this 10% cost increase threshold, each change order shall be approved by both the City and the Authority.

Section 4.2 Cooperation.

(a) Noise Working Group. The Parties recognize that the Executive Director of the Authority and the City Manager of the City have recently established an informal "Noise Working Group" consisting of three staff members selected by the City Manager and three staff members selected by the Executive Director of the Authority. The Parties understand that the City Manager and the Executive Director have directed the Noise Working Group to develop objectives, process, timing, and measures to address how to achieve nighttime noise relief and how or whether to continue the Part 161 Study and to consider changes to the aviation easement that is required to be executed for a homeowner to participate in the Authority's sound insulation program in order to advise on whether it is appropriate to make the easement more consistent with easements used by other airports in California. The Authority has agreed to be responsible for funding for technical, engineering reports and engineering services (e.g. noise studies and analysis) for the Noise Working Group but shall not be responsible for payment for City staff or City consultant fees and costs. The Noise Working Group shall report as necessary to the City Manager and Executive Director. The Parties further recognize that the Noise Working Group has no authority to make decisions on behalf of the Parties.

(b) Noise Variance Reporting. The Authority has the obligation to prepare and submit certain noise monitoring reports and variance applications related to airport noise to the California Department of Transportation Aeronautics Division ("Cal

Trans”) pursuant Public Utilities Code Section 21669 and Title 21 California Code of Regulations Section 5000 et seq. The Authority and the City agree to cooperate by meeting and conferring in good faith to discuss the proposed report with the Noise Working Group and endeavoring to secure consensus from that Group regarding the substance, tone and intent of such report or application. The Authority agrees to provide the Noise Working Group with a copy of the draft report or application at least thirty (30) days prior to the date such report or application is legally required to be filed with Cal Trans and the City agrees to provide its comments, if any, to the report not later than twenty (20) days after receipt from the Authority of the draft report or application. However, the Authority retains the unilateral right to file applications for variances, variance quarterly reports, and any report to an administrative law judge or Cal Trans as may be required by any existing variance, statute or regulation. By agreeing to cooperate with the Authority, the City is not waiving any right to challenge any variance applications or other report, or to request a hearing, should the Authority unilaterally decide to file a variance application or other report. Such challenge is not subject to Article VIII.

(c) Airport Land Use Working Group.

(1) The Parties recognize that the Executive Director of the Authority and the City Manager of the City have recently established an informal “Airport Land Use Working Group” that will begin its work no more than five years after the Effective Date. The Airport Land Use Working Group is comprised of three City staff members who have been selected by the City Manager, and three Authority staff members who have been selected by the Executive Director of the Authority. The Parties understand that the City Manager and the Executive Director have directed the Airport Land Use Working Group to evaluate the success of this Agreement in achieving each Party’s goals, including the environmental benefits that are intended to result from the projects and mitigation measures identified herein, and, taking into account the then existing circumstances, discussing options for proceeding at the expiration of the Term of the Agreement and consideration of future use of the Trust Property upon sale by the Trustee. The Parties further recognize that the Airport Land Use Working Group has no authority to make decisions on behalf of the Parties.

(2) In the fifth year after the Effective Date, the City Manager and the Executive Director may request that the Airport Land Use Working Group explore options for proceeding past the expiration of this Agreement, which may include extensions or modifications of this Agreement, returning to the pre-Agreement status quo, adoption of master plans, specific plans, comprehensive plans, or rezoning for all or a portion of the Property (hereafter referred to as “Future Land Use Options”). Should either Party wish to pursue any Future Land Use Options not previously considered by the Airport Land Use Working Group, each Party shall request that the City Manager and the Executive Director discuss any such Future Land Use Options with the Airport Land Use Working Group prior to commencing a public review of any such action. Regardless of whether the Airport Land Use Working Group discusses such Future Land Use Options, the Parties commit to discuss and seek to find mutually agreeable approaches to

any such Options for at least one year period before either Party publicly pursues any such Future Land Use Options unless the Parties reach consensus earlier, in which event no further discussions are required. Unless otherwise agreed to by the City Manager and Executive Director, the City shall not publicly pursue such Future Land Use Option until the first day of the seventh year of this Agreement.

Section 4.3 Covenant of Cooperation. No Party shall do anything which shall have the effect of materially harming or injuring the right of the other Party to receive the benefits provided for in this Agreement. Each Party shall refrain from doing anything which would render its performance under this Agreement impossible. Each Party shall do everything which this Agreement contemplates that such Party shall do in order to accomplish the objectives and purposes of this Agreement. The Parties shall cooperate and deal with each other in good faith, and shall assist each other in the performance of the provisions of this Agreement.

Section 4.4 City Planning of Airport Property.

(a) As material consideration and an inducement to the Authority to enter into this Agreement, the City agrees not to “Plan for a New Terminal.” As used in this Section “Plan for a New Terminal” means any of the following actions if undertaken during the Term of this Agreement: (1) publicly announce preparation of a master plan, specific plan, comprehensive plan or rezoning that provides specific development standards or other specific requirements that affect the location or development of a new or relocated passenger terminal building; (2) commence public review or publicly announce the intention to prepare any environmental document related to a master plan, specific plan, comprehensive plan or rezoning that provides specific development standards or other specific requirements that affect the location or development of a new or relocated passenger terminal building; or (3) take any action that, pursuant to law, or as a requirement of any other approval, establishes a requirement for the Authority to take any public action or public position on a plan or plans for a new or relocated passenger terminal building. For purpose of this section, a “plan or rezoning that provides specific development standards or other specific requirements that affect the location or development of a new or relocated passenger terminal building” shall include, without limitation, (A) development standards governing the construction of a new or relocated passenger terminal building and (B) parking standards and locations required to be constructed in conjunction with a new or relocated passenger terminal building. As used in this section, “Plan for a New Terminal” shall not include, without limitation, (x) a zoning requirement that conditions certain development on preparation of a specific plan provided that the zoning does not require the specific plan to include discussion of a new or relocated passenger terminal building; (y) a zoning requirement that requires a use permit or other discretionary entitlement prior to the construction of a new or relocated passenger terminal building; and; (z) general plan amendments that do not directly or indirectly amend goals and policies that specifically mention new, replacement or relocated air passenger terminals.

(b) Following expiration of the Term but during such time as the Authority's commitments set forth in Section 3.7 remain in effect, should the City Plan for a New Terminal, the Authority shall immediately be discharged of the commitments set forth in Section 3.7 subsections (a)(2)-(a)(4).

(c) The City may publicly announce Future Land Use Options as defined in Section 4.2, in the seventh year of the Term, subject to paragraph (a) above. Nothing herein shall preclude the Parties from informally discussing master plans, specific plans, comprehensive plans or rezoning proposals with each other's staffs, other government agencies' staffs, or the Airport Land Use Working Group pursuant to Section 4.2(c) of this Agreement and nothing herein shall be interpreted as agreement or assent by either Party to any plan for relocation of a passenger terminal building or any specific regulation or category of regulation.

Section 4.5 No Effort to Change in State or Federal Law. Neither the City nor the Authority shall pursue or support any change in state zoning or land use laws applicable to the Airport including without limitation Public Utilities Code Section 21661.6, and California Government Code Section 6546.1. Neither the City nor the Authority shall pursue or support any change in federal law applicable to the Airport, except that the Parties shall retain the right to petition for or support changes in federal law that are unrelated to and do not undermine or conflict with the intent or provisions of this Agreement.

Section 4.6 Transient Parking Tax. The City does not intend to, and does not presently have the authority to, initiate any increase in the transient parking tax rate above the voter- approved rate cap of twelve percent (12%). During the Term of this Agreement, the City shall not seek or support voter approval for an increase in the currently approved ceiling on the transient parking tax.

Section 4.7 Electrification of Ground Support Equipment. The Authority is committed to continue its aggressive program to enable air carriers to electrify their ground service equipment. The Authority shall report annually to the City on its progress. As a demonstration of its commitment and as an incentive to speed the conversion to battery operated ground support equipment, the Authority shall install battery charging units at the aircraft parking positions, which will be available to all air carriers operating at the Airport. Installation of the battery charging units will occur over time, but will commence with installation of approximately thirty (30) such units for use by Southwest Airlines within six (6) months of the Effective Date.

Section 4.8 Good Faith Administration of Resolutions and Ordinances. The Authority adopted Resolution No. 396 on November 15, 2004, establishing a heavy duty vehicle emission reduction and procurement policy for the Airport ("Clean Air Resolution."). The City is considering adopting Ordinance No. 3663 ("Part 77 Ordinance") and No. 3662 ("Sound Attenuation Ordinance") at the time it approves this Development Agreement. The Authority shall administer the Clean Air Resolution in good faith. The City shall administer the Part 77 Ordinance and Sound Attenuation

Ordinance in good faith. If either Party deems it appropriate to consider any changes to the Clean Air Resolution, Part 77 Ordinance or Sound Attenuation Ordinance, each Party shall give Notice no less than sixty (60) days before any public Commission or City Council meeting to consider such action.

ARTICLE V.
AMENDMENT; CANCELLATION; TERMINATION

Section 5.1 Amendment or Cancellation of Agreement; Operating Memoranda.

(a) Generally. Except as expressly stated to the contrary herein, this Agreement may be amended or cancelled in whole or in part by mutual consent of the Parties or their successors in interest, in accordance with the Development Agreement Statute.

(b) Operating Memoranda. The Parties acknowledge that implementation of this Agreement will require a close degree of cooperation between the City and the Authority. During the implementation of this Agreement, the Parties may find that clarifications are appropriate with respect to the details of performance of the City and the Authority. If and when, from time to time, the City and the Authority agree that such clarifications are necessary and appropriate, they shall effectuate such clarifications through an Operating Memorandum approved by the Director and the Authority Executive Director, which after execution shall be attached hereto for reference. No such Operating Memorandum shall constitute an amendment to this Agreement. The Director and the Authority Executive Director shall be authorized to make a determination whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such a character as to necessitate an amendment hereof pursuant to paragraph (a) of this Section.

(c) Amendments Necessitated by Change in Circumstances. For purposes of this Agreement, a Change in Circumstances shall mean a fire, flood, earthquake or other acts of God, acts of the public enemy, terrorist acts, riots or insurrections or any other catastrophe resulting in a physical impact on the Airport facilities or the Property that is outside the control of either Party. If as a result of a Change in Circumstances, compliance with one or more terms of this Agreement is practically infeasible or impossible, will preclude the Authority from operating the Airport and using the Property as permitted by this Agreement, or will preclude the Authority from receiving federal or state funding, the Parties commit to negotiate in good faith for purposes of amending the Agreement to address any such Change in Circumstances while preserving the intent of the Agreement to the maximum extent possible. Notwithstanding the foregoing, in the event of a Change in Circumstances that results in the existing passenger terminal being destroyed or substantially damaged such that it is inoperable or inaccessible to members of the traveling public, the Authority shall have the authority to construct a temporary replacement passenger terminal pursuant to the requirements and limitations contained in Section 11.4 (Force Majeure).

Section 5.2 Termination; Removal of Terms.

(a) Automatic Termination. Unless terminated earlier pursuant to the terms of this Agreement, this Agreement shall automatically terminate and be of no further force and effect upon the expiration of the Term. Termination of this Agreement shall not, by itself, affect any right or duty arising from entitlements or approvals set forth in the Project Approvals or Ancillary Approvals.

(b) Termination Pursuant to Development Agreement Ordinance. In the event of a material default by the Authority and only after the procedures specified in Section 8.1 have been completed, the City may give notice of its intent to terminate this Agreement pursuant to the Development Agreement Ordinance, in which event the matter shall be scheduled for consideration and review by the City Council in the manner set forth in the Development Agreement Ordinance and any existing local procedures established by the City. Upon the completion of those procedures, this Agreement shall be considered terminated immediately, and notice of such termination shall be provided to the other Party as provided in Article IX.

(c) Limited Right to Removal of Specific Provisions in the Event of an Adverse Law or Decision. Notwithstanding Section 5.2(b), the Parties shall each have a unilateral right, but not obligation, to remove those provisions of the Agreement that are affected by an "Adverse Law or Decision," so long as the Parties comply with the requirements of this Section 5.2(c).

(1) Adverse Law or Decision Defined. For purposes of this Section, "Adverse Law or Decision" shall mean any of the following events that would or could render compliance with this Agreement or any provision hereof illegal or impossible or would or could result in the Authority being held to be ineligible to receive federal or state grant funding or to impose, collect or use a passenger facility charge: (i) a new statutory or regulatory enactment; (ii) an interpretation of existing law by a court that is final and binding on the Authority; (iii) a final determination or a new interpretation of statute or regulation by a state agency; (iv) a final determination or a new interpretation of statute or regulation by a federal agency; (v) a non-stayed preliminary injunction order by a court or a final judgment by a court against the Authority or the City; (vi) a written formal notification by the FAA to the Authority that implementation or continued compliance with any term of this Agreement will prevent the Authority from receiving funding whether under a new or existing grant application or a new or existing passenger facility charge authorization; or (vii) a final determination by the FAA pursuant to 14 C.F.R. Part 16 or an order of the FAA (for purposes of 49 U.S.C. Section 46110) which determines that the Authority's implementation or continued compliance with any term of this Agreement violates any federal law (including without limitation law applicable to levy of passenger facility charges) or any of the Authority's grant assurances.

(2) Meet and Confer. If the Authority receives written notification of an Adverse Law or Decision (or, in the case of a new law, such law becomes effective), it shall provide Notice to the City of such Adverse Law or Decision

(hereinafter “Authority’s Initial Notice of Adverse Law or Decision”). Such Initial Notice shall specify the specific sections of this Agreement which the Authority believes to be potentially affected by such Adverse Law or Decision and which could be subject to a Notice of Removal pursuant to Section 5.2(c)(3). The City shall, within 10 days of receipt of Authority’s Initial Notice of Adverse Law or Decision, provide the Authority with its own Notice of those specific sections of the Agreement, if any, that it would elect to remove from the Agreement should the Authority elect to remove specific provisions from the Agreement pursuant to an Adverse Law or Decision (“City’s Initial Notice of Potential Removal”). For no less than 30 days following transmission of the City’s Initial Notice of Potential Removal, the Parties shall meet and confer to discuss in good faith: (i) the specific effect that such Adverse Law or Decision has or could have on the ability of the Parties to perform pursuant to this Agreement; and (ii) whether amendments to this Agreement could confer substantially the same benefits to the Parties and yet conform to such Adverse Law or Decision. In the event the Adverse Law or Decision could preclude the Parties from performing the entire Agreement or could have the effect of terminating the Agreement in its entirety, then the Parties shall meet and confer for purposes of developing an alternative agreement to accomplish as closely as possible the purposes of this Agreement. In any discussions, the Parties shall not be obligated to disclose sensitive security information (as such term is defined in 49 C.F.R. Section 1520) if such disclosure would violate federal law or regulations of the TSA or other applicable federal agencies.

(3) Removal of Specific Provisions. After compliance with the requirements of Section 5.2(c)(2), if the Authority determines that this Agreement cannot be modified in response to the Adverse Law or Decision, the Authority may, in its sole discretion, provide the City with notice of its intent to remove specific provisions of this Agreement which could be affected by the Adverse Law or Decision (hereinafter “Notice of Removal”). The Notice of Removal shall state with particularity the provisions of this Agreement that the Authority intends to remove from the Agreement. Within 10 days of the City’s receipt of such Notice of Removal, the Parties shall simultaneously exchange Notices of Additional Terms for Removal setting forth those sections of the Agreement, if any, that each Party, in its sole discretion, believes should be removed from the Agreement as a result of the Notice of Removal. The Parties’ obligations to comply with the provisions identified in the Authority’s Notice of Removal shall cease beginning 30 days after the Authority’s issuance of its Notice of Removal. The provisions of the Agreement set forth in Notice of Additional Terms for Removal shall not be removed from the Agreement except as provided in Section 5.2(c)(4)

(4) Authority’s Obligations after Notice of Removal. Following expiration of the 30-day time period specified in Section 5.2(c)(3), if the Authority decides at any time to pursue a project or a use or activity that would not be permitted by this Agreement but for the removal of provisions of this Agreement pursuant to Section 5.2(c)(3), the Authority shall provide a Notice to the City (hereinafter “Notice of Intent to Proceed”) and shall comply with this Section 5.2(c)(4). Thirty days after the Authority has provided its Notice of Intent to Proceed, the provisions set forth in the Notice of Additional Terms for Removal shall be removed from the Agreement. Beginning no sooner than 90 days following the City’s receipt of a Notice of Intent to

Proceed, the Authority shall issue a Notice of Preparation of an Environmental Impact Report ("EIR") for the project, with a minimum public comment period for any draft EIR of at least 180 days prior to any action certifying the Final EIR, notwithstanding any law, regulation or rule that could be interpreted to allow lesser documentation or an lesser time period. Unless the Authority issues a Notice of Intent to Proceed, nothing contained in this Section shall obligate the Authority to prepare an EIR for (i) the implementation of improvements described in the Project Approvals; or (ii) any other project in the Airport Zone that is listed in this Agreement as a permitted use, unless otherwise required by CEQA and provided such use or action is not otherwise prohibited by this Agreement. The Authority shall present the project requiring the EIR for consideration by the Authority Commission and the City Council as part of a Specific Plan for that project. The Specific Plan shall be processed pursuant to Cal. Gov't Code section 65450 et seq and the Burbank Municipal Code. Further, nothing in this Section shall limit the Authority's right to proceed with projects authorized by this Agreement or to proceed with permitted uses and development allowed by the Existing Development Regulations and the Project Approvals.

(5) Effect of Notice of Intent to Proceed Section 5.2(c)(4) and this Section 5.2(c)(5) shall not be subject to removal pursuant to Section 5.2(c)(3). The Authority's vested rights to develop and use the A-1 North Property as specified in the Project Approvals and the provisions of Section 5.2(c)(4) shall be applicable for seven years from the Execution Date regardless of any removal or termination of this Agreement.

ARTICLE VI THIRD PARTY CHALLENGE

Section 6.1 Cooperation in the Event of Legal Challenge. If a third party (except a federal agency, such as the FAA), including without limitation any individual, organization, corporation or association, challenges or contests the legality of this Agreement, the authority of either of the Parties to enter into this Agreement, or any action taken to comply with this Agreement, in any judicial, administrative, or similar forum, the Parties shall, except as expressly provided in this Agreement, take the following actions:

(a) Defend vigorously this Agreement, the authority of either of the Parties to enter into this Agreement, or any action taken to comply with this Agreement, and oppose and defend against any attempt to prevent either of the Parties from performing any of the requirements contained in this Agreement.

(b) Except as provided in Section 5.2(c), prosecute fully such defense or opposition set forth above and, if the judicial, administrative or other action or proceeding is not dismissed voluntarily, obtain a final order or decision from the judicial, administrative, or other decision maker.

(c) Each of the Parties shall support any request by the other of the Parties to intervene or participate in any such judicial, administrative or other action or proceeding. Each of the Parties promptly shall provide the other of the Parties with a copy of any correspondence, complaint, filings, pleadings, court orders or other non-privileged writing concerning an administrative or judicial proceeding or action described herein.

(d) Each of the Parties shall be responsible for its expenses incurred in defending against any third-party challenge.

ARTICLE VII REVIEW FOR COMPLIANCE

Section 7.1 Annual Review.

(a) On or before the first anniversary of the Effective Date, and on or before each anniversary date during the Term of this Agreement thereafter, the City shall independently review the good faith compliance by the Authority with the terms of this Agreement. The Authority shall provide annually, on written request by the City, a written report indicating (i) whether the Authority is complying in good faith with the terms of the Agreement, and (ii) a summary of projects and mitigation planned, undertaken or completed as authorized or required by the Agreement. The City's review of the Authority's compliance shall be conducted by the Director and shall be limited in scope to compliance with the terms of this Agreement pursuant to Government Code Section 65865.1, provided that, if the City Council imposes a mitigation monitoring or reporting program pursuant to CEQA which is to be completed simultaneously with the annual review of this Agreement, then the scope of the annual review may include the status of implementation of ongoing mitigation measures that are the Authority's responsibility pursuant to the Mitigated Negative Declaration.

(b) At the conclusion of this review, the Director shall in writing make findings and determinations, on the basis of substantial evidence in the record, if the Authority has not complied in good faith with the terms and conditions of this Agreement. If the Director finds and determines that the Authority has not complied with such terms and conditions, then the City may send notice of apparent default pursuant to Section 8.1 and take other actions provided in Article VIII.

(c) The City shall deliver to the Authority a copy of all public staff reports and public documents to be used or relied upon in conducting the review and, to the extent practical, related exhibits concerning the Authority's performance hereunder, at least twenty (20) days prior to any such periodic review.

(d) In the event that the City fails to either (1) conduct the annual review or (2) notify the Authority in writing (following the time during which the review is to be conducted) of the determination as to the Authority's 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 Authority'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 Authority's compliance with this Agreement pursuant to the preceding paragraph, the City, upon request of the Authority, shall provide the Authority with a written Notice of Compliance, pursuant to Section 7.2.

Section 7.2 Notice of Compliance.

(a) Within thirty (30) days following any written request that the Authority may make from time to time, the City shall execute and deliver to the Authority a "Notice of Compliance," in recordable form, duly executed and acknowledged by the City, that certifies:

(1) That this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modification;

(2) That there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default.

(b) The failure of the City to deliver such a Notice of Compliance within such time shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the Authority and that there are no uncured defaults in the performance of the Authority, except as may be represented by the Authority. Each Party shall have the right, at its sole discretion, to record the Notice of Compliance.

ARTICLE VIII. DEFAULT; DISPUTE RESOLUTION; REMEDIES DEFAULT

Section 8.1 Default.

(a) Notice of Default. In the event of a failure by either Party substantially to perform any material term or provision of this Agreement, the non-defaulting Party shall have those rights and remedies provided herein, provided that the non-defaulting Party has first provided to the defaulting Party a written notice of default in the manner required by Article IX identifying with specificity the nature of the alleged default and the manner in which the default may satisfactorily be cured.

(b) Cure of Default. Upon the receipt of the notice of default, the alleged defaulting Party shall promptly commence to cure, correct, or remedy the identified default at the earliest reasonable time after receipt of the notice of default and shall complete the cure, correction or remedy of such default not later than twenty (20) days after receipt of notice thereof; provided, however, if the breach of this Agreement is not reasonably susceptible of being cured within such twenty (20) day period, then a default shall exist only if the cure of such breach is not commenced within the twenty (20) day period or thereafter is not diligently prosecuted to completion. To facilitate a resolution of the alleged default, the City Manager or his or her representative ("City Staff Representative") and the Authority Executive Director or his or her representative ("Authority Staff Representative") shall meet within ten (10) business days after receipt of the notice of default to attempt to find an appropriate cure for the default and to otherwise resolve the Parties' dispute.

(c) Dispute Resolution Procedures. In the event that a default is not cured, or the cure has not commenced within the twenty (20) days specified in Section 8.1(b), either Party must submit the alleged default and any differences arising from the alleged default to an informal dispute resolution panel (the "Panel") consisting of one retired judge appointed by each Party and a third member agreed upon by both Parties who shall be a professional with at least ten years' experience in land use and airport planning. The Panel shall be selected within ten (10) days after either Party notifies the other Party that the dispute over the default has not been cured. In the event the Parties are unable to agree on the third member, then the two appointed members shall select the third member within seven (7) days after expiration of the ten (10) day period. The Panel shall meet and hold an informal hearing on the dispute within ten (10) days of appointment. Each Party shall be entitled to submit a written statement of its position regarding the dispute to the Panel at or before the hearing, and each Party shall be entitled to make an oral presentation to the Panel during the hearing, which presentation shall not exceed thirty (30) minutes in length. The Panel may establish rules of procedure for the administration of this process. Not later than twenty (20) days after the Panel's first meeting on the alleged default and dispute, the Panel shall make a determination whether a default has or has not occurred and propose a resolution of the Parties' dispute. The Panel shall have no power to impose any resolution or specific action and its decisions shall not be binding on the Parties. The Parties shall review the Panel's proposed resolution and a City staff representative shall meet with an Authority staff representative at least one time within ten (10) days after issuance of the Panel's determination and proposed resolution to seek to resolve their differences over the alleged default. If the Parties are unable to resolve their differences after such meeting or if one Party fails to cooperate or participate in the dispute resolution process, the Parties may proceed to invoke any other remedies at law or in equity or as set forth in Section 8.2 below.

(d) No Legal Proceedings During Alternative Dispute Resolution. In order to ensure that the alternative dispute resolution procedures of this Section are used before a court challenge over a dispute arises, the Parties shall proceed in accordance with this Section and neither Party may proceed with any other remedies at law, equity or as specifically contemplated under this Agreement until the process set forth in this

Section has been completed. During any period that a default has been alleged and the procedures in this Section are being complied with, the curing Party 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. Notwithstanding the preceding provisions of this paragraph, nothing contained herein is intended to abrogate either Party's ability to seek extraordinary relief from the courts to compel or enjoin another Party's action when irreparable harm will be caused by the delay in completing the alternative dispute resolution procedures of this Section, or when other grounds for extraordinary relief are satisfied, as provided in Code of Civil Procedure Section 526 or other applicable provisions of law.

(e) Traditional Remedies. Upon completion of the procedures contained in paragraphs (a) – (c) of this Section 8.1, or upon the mutual written waiver of the procedures of this Section, either Party may institute legal proceedings to seek relief for the default of the other Party.

Section 8.2 Remedies for Defaults.

(a) Legal Remedies. In the event of an uncured default by a Party, the non-defaulting Party, at its option, and only after the procedures and steps specified in Section 8.1 have been completed or mutually waived in writing by both Parties, may institute Legal Action to cure, correct, or remedy such default, enjoin any threatened or attempted violation, or to seek specific performance or other relief to enforce the terms of this Agreement. Neither party shall be entitled to monetary damages for breach of this Agreement or consequential damages incurred that are the result of that breach.

(b) Remedies Available to Prevailing Party in Litigation. The Parties agree that in the event that litigation is commenced by one Party against the other Party over an alleged default of this Agreement, after the procedures specified in Section 8.1 have been satisfied, that the prevailing Party shall have the following remedies, in addition to any other remedies available at law or equity:

(1) If the City is the defaulting Party and the Authority is the prevailing Party in both the determination of the Panel pursuant to Section 8.1 and the succeeding litigation, then notwithstanding the original Term of this Agreement (Section 2.3), the provisions of this Agreement, except for Section 3.7 (No New Terminal) and 3.8 (Additional Commitments on Development) shall automatically be extended beyond the existing Term of this Agreement for an amount of time equivalent to the time between the commencement of litigation, defined herein as the date the action has been both filed and served, and the date that judgment has been entered in the case.

(2) If the Authority is the defaulting Party and the City is the prevailing party in both the determination of the Panel pursuant to Section 8.1 and the succeeding the litigation, then notwithstanding the original Term of the Agreement (Section 2.3), the provisions of this Agreement, except for Sections 3.1 through 3.4 (Vested Rights and related provisions) and 3.6 (Subsequent Applications), shall

automatically be extended beyond the existing Term of this Agreement for an amount of time equivalent to the time between the commencement of litigation, defined herein as the date the action has been both filed and served, and the date that judgment has been entered in the case.

(c) Challenge Involving Adverse Law or Decision. The propriety or legal validity of an Adverse Law or Decision shall not be subject to dispute in any legal action between the City and the Authority concerning this Agreement.

Section 8.3 Remedies to Challenge Termination. In the event this Agreement is terminated pursuant to the provisions of Section 5.2(b), the other Party may institute legal action in law or in equity to enjoin or invalidate such termination, to enforce the provisions of this Agreement, or to seek alternative relief at law or equity as provided for in Section 11.13. In no event shall the prevailing party in litigation to challenge such termination be entitled to monetary damages for the termination or consequential damages incurred that are the result of the termination.

Section 8.4 Administrative Remedies. Nothing in this Article shall preclude the City from seeking administrative remedies available for violation of the Existing Development Regulations, Project Approvals or any law applicable to the Authority pursuant to this Agreement.

ARTICLE IX. NOTICES

Section 9.1 Method of Notice.

(a) Any notice or communication (hereafter, a "Notice") required hereunder by the City or the Authority must be in writing, and may be given either personally, 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 personally delivered, a Notice shall be deemed to have been given when delivered to the Party to whom it is addressed. A courtesy copy of the Notice may be sent by facsimile transmission and/or e-mail. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address in substitution of the address to which such Notice or communication shall be given.

(b) Notices shall be given to the Parties at their addresses set forth below:

If to City to:

City of Burbank

275 East Olive Avenue
Burbank, California 91502
Attention: Community Development Director
Email: sgeorgino@ci.burbank.ca.us
Facsimile: (818) 238-5177

With copies to:

Dennis A. Barlow, Esq.
City Attorney
City of Burbank
275 East Olive Avenue
Burbank, California 91502
Email: dbarlow@ci.burbank.ca.us
Facsimile: (818) 238-5724

Peter J. Kirsch, Esq.
Kaplan Kirsch & Rockwell, LLP
1675 Broadway Suite 2300
Denver, Colorado 80202
Email: pkirsch@kaplankirsch.com
Facsimile: (303) 825-7005

If to Authority, to:

Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, California 91505
Attn. Dios Marrero
Email: dmarrero@bur.org
Facsimile: (818) 848-1173

With copies to:

Laurence S. Wiener, Esq.
Richards, Watson & Gershon
355 South Grand Avenue, Suite 4000
Los Angeles, California 90071
Email: lwiener@rwglaw.com
Facsimile: (213) 626-0078

If to Trustee:

Deborah Young, Vice President, Corporate Trust Administration
The Bank of New York Trust Company, N.A.
700 South Flower Street, Suite 500

Los Angeles, California 90017-4104
Email: dyoung@bankofny.com
Facsimile: (213) 630-6215

ARTICLE X ASSIGNMENT

Section 10.1 Authority's Rights.

(a) Except as otherwise provided below, the Authority may not assign or delegate any of its rights, duties or obligations under this Agreement ("Assignment") without the prior consent of the City, which consent may be given or withheld in the sole and absolute discretion of the City. In the event of the City's approval of a requested Assignment, the Authority shall be released of all of its obligations and liabilities under this Agreement with respect to the Property so conveyed as of the date the City approves the Assignment.

(b) The Authority may designate in a lease agreement any tenant as its agent for the purpose of acting on behalf of the Authority with respect to the rights under this Agreement without the prior consent of the City, in which event (i) the City shall acknowledge such agency relationship for the purposes of this Agreement, and (ii) the Authority shall not be relieved of any of its obligations under this Agreement with respect to the leased Property.

(c) All or any of Trust Property may be sold or transferred by the Trustee pursuant to the written instruction of the Authority without the prior consent of the City, and in such event the Trust Property so conveyed shall no longer constitute a portion of the Property. The City, the Trustee and the Authority shall promptly execute and record all documents and instruments as are necessary to terminate the provisions of this Agreement with respect to such transferred Trust Property.

(d) The Parties agree that in the event that the City, in its sole and absolute discretion, approves an Assignment pursuant to Section 10.1(a) in connection with a sale or transfer in fee of a portion of the Property, the Authority may request that any rights assigned in connection with such conveyance may be allocated to one or more purchasers or transferees. As part of the requested Assignment, the Authority may request that any rights assigned in connection with such conveyance be allocated to one or more purchasers or transferees. If the requested Assignment is approved, the parties will cooperate to appropriately document the Assignment.

Section 10.2 Mortgagee Protection. The Parties hereto agree that this Agreement shall not prevent or limit Authority, or Authority's lessees, or assignees from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. City acknowledges that the lender(s) providing such financing may require a

Notice of Compliance pursuant to Section 7.2 and agrees that, upon request, any mortgagee of a mortgage or a beneficiary of a deed of trust ("Mortgagee") of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage or deed of trust on the Property made in good faith and for value.

(b) If City timely receives a request from a Mortgagee requesting a copy of any notice of default given to the Authority under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten days of sending the notice of default to the Authority. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(c) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement; provided, however, in no event shall such Mortgagee be liable for any defaults or monetary obligations of the Authority arising prior to acquisition of title to the Property by such Mortgagee, except that any such Mortgagee or its successors or assigns shall not be entitled to a building permit or occupancy certificate until all delinquent and current fees and other monetary obligations due under this Agreement for the Property, or portion thereof, acquired by such Mortgagee have been paid to City.

ARTICLE XI MISCELLANEOUS

Section 11.1 No Agency, Joint Venture or Partnership. It is specifically understood and agreed by and between the Parties that the Authority shall have full power and exclusive control over the Property, except the Trust Property, subject only to the obligations of the Authority under this Agreement. This Agreement does not create or form an agency relationship, joint venture or partnership between the City and the Authority, and the Parties 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 Authority.

Section 11.2 Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties and no other person or entity shall be deemed to have any privity of contract under this Agreement nor any right to rely on this Agreement to any extent for any purpose whatsoever, nor have any right of action of any kind from this Agreement nor be deemed to be a third party beneficiary under this Agreement.

Section 11.3 Nonliability of City and Authority Officers, Employees and Consultants. No official, officer, employee, agent, representative, consultant or

independent contractor of the City or the Authority, acting in his or her official capacity, shall be personally liable to the City or the Authority, or any successor or assign, for any loss, costs, damage, claim, liability, or judgment, arising out of or in connection with this Agreement, or for any act or omission on the part of the City or the Authority.

Section 11.4 Indemnity.

(a) Except as otherwise provided in Article VI, the Authority shall indemnify, defend and hold the City, its officers, employees, representatives, agents, and contractors (collectively "Authority's Indemnities"), free and harmless from and against any and all claims, causes of action, demands, damages, liens, liabilities, losses, costs and expenses to which Authority's Indemnities may become exposed or which Authority's Indemnities may incur in connection with the Authority's exercise of its rights and performance of its obligations hereunder, including but not limited to, the study, design, engineering, construction, completion, failure or conveyance of public improvements under the ownership or exclusive control of the Authority. Notwithstanding the foregoing, it is the intent of the Parties that the Authority shall not indemnify Authority's Indemnities under this paragraph for losses that result from the negligence or willful misconduct of the City.

(b) Except as otherwise provided in Article VI, the City shall indemnify, defend and hold the Authority, its officers, employees, representatives, agents, and contractors (collectively "City's Indemnities"), free and harmless from and against any and all claims, causes of action, demands, damages, liens, liabilities, losses, costs and expenses to which City's Indemnities may become exposed or which City's Indemnities may incur in connection with the City's exercise of its rights and performance of its obligations hereunder, including but not limited to, the study, design, engineering, construction, completion, failure or conveyance of public improvements under the ownership or exclusive control of the City. Notwithstanding the foregoing, it is the intent of the Parties that the City shall not indemnify City's Indemnities under this paragraph for losses that result from the negligence or willful misconduct of the Authority.

Section 11.5 No Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought and referring expressly to this Section 11.5. No delay or omission by either Party in exercising any right or power accruing upon non-compliance or failure to perform by the other Party under any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof, except as expressly provided herein. No waiver by either Party of any of the covenants or conditions to be performed by the other Party shall be construed or deemed a waiver of any succeeding breach or nonperformance of the same or other covenants and conditions hereof.

Section 11.6 Force Majeure and Acts of God.

(a) Neither Party shall be deemed to be in default where delays or failures to perform are due to force majeure. For purposes of this Agreement, the term force majeure shall mean the following: strikes, lockouts or labor disputes, acts of God, acts of enemies or hostile governmental action, civil commotion, insurrection, revolution, sabotage, fire or other casualty, a taking of a whole or a portion of the Property by condemnation or eminent domain, or any material delay in the issuance of approvals by the City, the state or the federal government that is in no way attributable to any act or omission of one of the Parties and not related to any financial liability on the part of the Parties. Any Party intending to rely upon force majeure to forgive performance shall give Notice (pursuant to section 9.1 of this Agreement) and full particulars of such force majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on.

(b) If as a result force majeure, as defined in this Section, compliance with one or more terms of Agreement is practically infeasible or impossible, or will preclude the Authority from receiving federal or state funding, the Parties commit to negotiate for purposes of amending the Agreement to address any such force majeure while preserving the intent of the Agreement to the maximum extent possible.

(c) In the event the existing passenger terminal is destroyed or so substantially damaged that it is not habitable as a result of force majeure, as defined in this section, nothing contained herein shall preclude the Authority from:

(i) reconstructing the existing passenger terminal within its existing footprint or substantially within the existing footprint and no larger than the existing footprint; (ii) constructing an emergency temporary passenger terminal building, buildings or structures; or (iii) using another existing building, buildings or structures as an emergency temporary passenger terminal. Any reconstructed or temporary terminal building shall be constructed in accordance with the applicable law in effect at the time. The emergency temporary building or structure or the temporary use of an existing building or structure shall be permitted only for such that period of time that is required to rebuild, repair or restore the existing passenger terminal to usable condition and shall, in no event, provide for a larger footprint or more aircraft gates or parking positions than the existing passenger terminal.

Section 11.7 Severability. If any clause, sentence, paragraph, section, article, 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 clauses, sentences, paragraph, sections, articles, terms, provisions, covenants and conditions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect.

Section 11.8 Further Assurances; 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 11.9 Time is of the Essence. Time is of the essence with respect to this Agreement, the Project Approvals, the Subsequent Project Approvals, and the rights and limitations contained herein and with respect to each and every term and provision hereof, it being understood that the Parties have specifically negotiated the dates for the completion of each obligation and the termination of each restriction herein.

Section 11.10 Construction. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might apply. As used in this Agreement, and as the context may require, the singular includes the plural and vice versa, the masculine gender includes the feminine and vice versa, "shall" is mandatory, "may" is permissive.

Section 11.11 Captions and References. The captions of sections of this Agreement are solely for the convenience of reference, and shall be disregarded in the construction and interpretation of this Agreement. Unless otherwise indicated reference herein to an "Article," "paragraph," "Section," "Subsection" or "Exhibit" are to the Articles, paragraphs, Sections, Subsections and Exhibits of this Agreement.

Section 11.12 Recitals and Exhibits Incorporated; Entire Agreement. The Recitals to this Agreement and all the exhibits attached to this Agreement are, by this reference, incorporated into this Agreement and made a part hereof. This Agreement, consisting of forty-five (45) pages, and including twenty-one (21) exhibits, all of which are attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and this Agreement supercedes all previous negotiations, discussions and agreements between the Parties, and parole evidence of any prior or other agreement shall not be permitted to contradict or vary the terms hereof. Notwithstanding the foregoing, the Parties acknowledge that there are other agreements, contracts, stipulations, easements, and ordinances that affect the Airport, property owned beneficially by the Authority, and more generally the relationship between the City and the Authority, including but not limited to, the "Amended and Restated Joint Exercise of Powers Agreement Among the Cities of Burbank, Glendale and Pasadena Creating an Agency To Be Known as the Burbank-Glendale-Pasadena Airport Authority," which are not amended or superceded by this Agreement.

Section 11.13 Governing Law; Litigation Matters.

(a) Any action at law or in equity brought by any Party hereto for the purpose of enforcing, construing, or interpreting the validity of this Agreement or any provision hereof shall be brought in the Superior Court of the State of California in and for the County of Los Angeles. Service of process on the City or the Authority shall be made in accordance with California law. In the event of a challenge involving an Adverse Law or Decision, section 8.2(c) controls. In the event of any other challenge,

the law of the State of California shall govern the interpretation and enforcement of this Agreement in any action solely between the Parties. In the event of any action between the Parties hereto seeking enforcement of any of the terms of this Agreement or otherwise arising out of this Agreement, the prevailing party in such litigation shall be awarded, in addition to such relief to which such party is entitled, its reasonable attorney's fees, expert witness fees, and litigation costs and expenses, to the extent permitted by law.

(b) As to any other issues not identified in subdivision (a), the Parties reserve their respective rights to contest whether federal law or state law governs a specific issue.

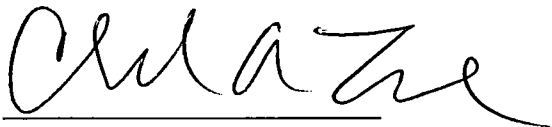
Section 11.14 Instructions to City Clerk Regarding "Date of Execution" and "Effective Date". The City Clerk shall insert or cause to be inserted the date in the introductory paragraph of this Agreement before the words "Date of Execution" which is the date on which the last of the two Parties executed this Agreement. The City Clerk shall insert or cause to be inserted the "Effective Date" in accordance with and as specified in Section 2.2.

Section 11.15 Recordation of Agreement. No later than ten (10) days after the Effective Date, the City Clerk shall record at the Authority'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 as of the "Date of Execution".

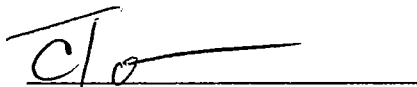
"AUTHORITY"

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY



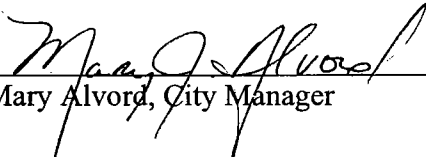
Charles A. Lombardo
President of the Board of Airport Commissioners

ATTEST:


Secretary to the Board

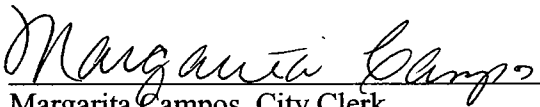
"CITY"

CITY OF BURBANK



Mary Alvord, City Manager

ATTEST:



Margarita Campos, City Clerk



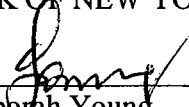
APPROVED AS TO FORM FOR CITY
Dennis A. Barlow, City Attorney



By: Mary F. Riley
Senior Assistant City Attorney

ACKNOWLEDGED BY:

"TRUSTEE"
THE BANK OF NEW YORK TRUST COMPANY, N.A., as Trustee



By: Deborah Young
Vice President, Corporate Trust Administration

STATE OF CALIFORNIA

)

) SS.

COUNTY OF LOS ANGELES

)

WITNESS my hand and official seal.

Sheryl K Friedman

Notary Public in and for said State
(SEAL)



STATE OF CALIFORNIA

)

) SS

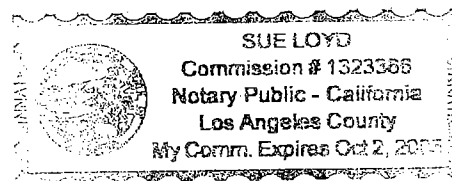
COUNTY OF LOS ANGELES

)

WITNESS my hand and official seal.

Aue Loyd

Sue Loyd, Notary Public in and for said State
(SEAL)



ACKNOWLEDGMENT FOR TRUSTEE

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

On MARCH 15, 2005, before me, SHERYL K. FRIEDMAN, a Notary Public in and for said state, personally appeared DEBORAH YOUNG, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Sheryl K Friedman
Notary Public in and for said State
(SEAL)



Exhibit Index

Exhibit #	Exhibit Title	Reference in Agreement
1	Map of the Property	Recital D; §1.49
2	Legal Description of the Property	Recital D
3	Conditions of Approval – A-1 North Planned Development Zone	Recital K, Recital L(5)
4	Conditions of Approval – Lot A Planned Development Zone	Recital K, Recital L(5)
5A 5B	Ordinances Related to Planned Development zone changes.	Recital L(4); §1.45(b)
6	Ordinance No. 3659 - Approving the Development Agreement	Recital O
7	Ordinance No. 3663 - Part 77 Regulations	Recital S; §1.8(a)
8	Ordinance No. 3662 - Noise Attenuation Ordinance	Recital T; §1.8(a)
9	A-1 North Property map	§1.1
10	A-1 North Property legal description	§1.1; 1.45(b); 1.49
11	Adjacent Property map	§1.1a
12	Adjacent Property legal description	§1.1a
13	Resolution No. 26,893 re: PUC §21661.6 approval for A-1 Property	§1.8(a); §1.45(a)
14	Resolution No. 26,894 re: PUC §21661.6 approval for Lot A	§1.8(a); §1.45(a)
15	Trust Property map	§1.26; §1.52
16	Trust Property legal description	§1.52
17A	Map of Street Realignment Parcel	
17B	Legal Description of Street Realignment Parcel	§1.45(b); §4.1(a); §4.1(c)
18	Map of a portion of Adjacent Property	§1.45(b)
19	Legal Description of the portion of Adjacent Property subject to the Lot A Planned Development Zone	§1.45(b)
20	General Aviation Areas Exhibit	§3.8(d)
21	Current Parking Location	§3.8(f)

EXHIBIT 1
Map of the Property

March, 2005

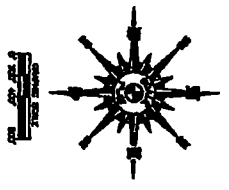
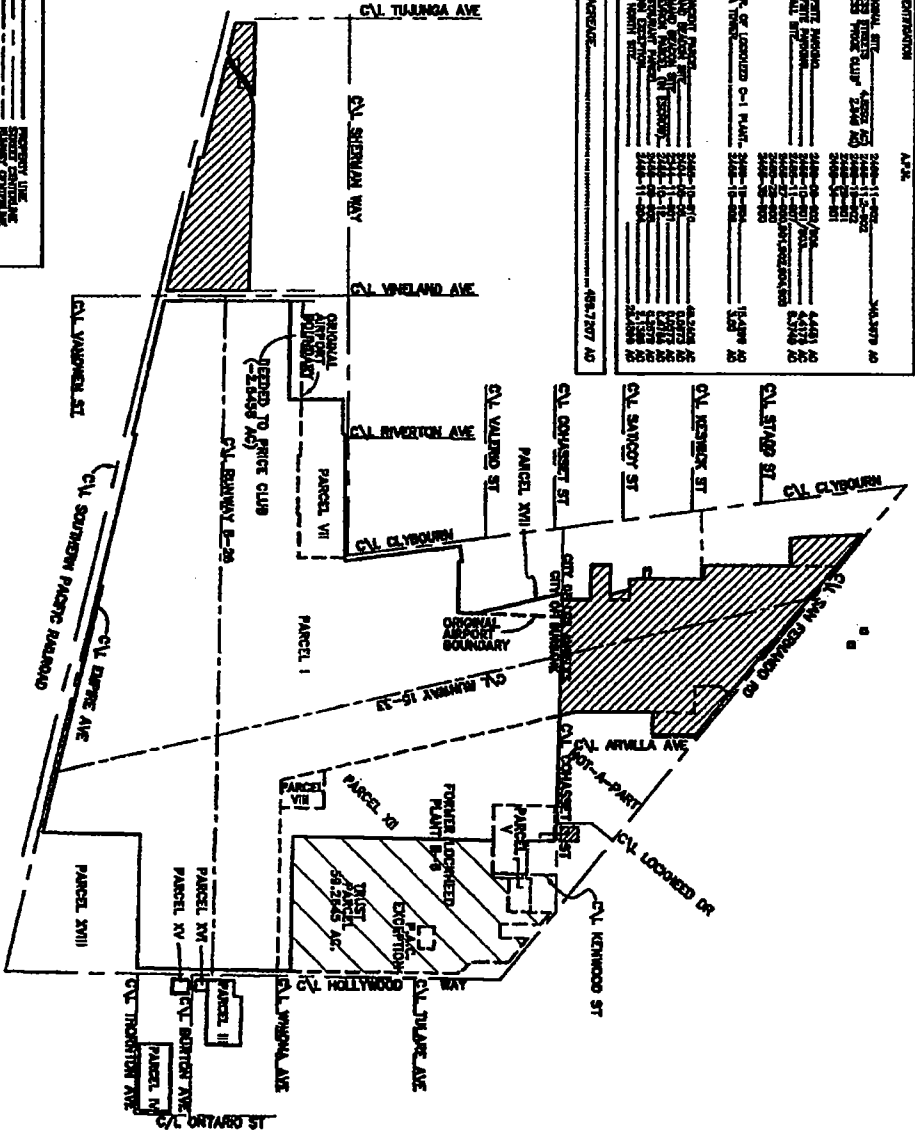
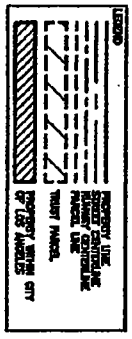


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100	LESS TRUCK CLUB	2,400.00	100.00

BOB HOPE AIRPORT
Surveying & Mapping, Inc.

1313 FOOTHILL BLVD, SUITE 2
LA CANADA, CALIFORNIA 91701
(916) 770-0701 (916) 770-2315

NO.	DATE	DESCRIPTION
1	07-26-04	DATE
2	04-18-08	REV
3	04-18-08	REV
4	11-02-01	REV
5	12-05-01	REV
6	08-13-04	REV



BOUNDARY
OF
BOB HOPE AIRPORT
BURBANK, CALIFORNIA

EXHIBIT 2
Legal Description of the Property

Note: The legal description of the “Property” also includes the property legally described in Exhibits 10 (A-1 North), 16 (Trust Property) and 17B (Street Realignment)

PARCEL I

WITHIN THE CITY OF BURBANK

THAT CERTAIN PARCEL OF LAND IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND BEING MORE PARTICULARLY THOSE PORTIONS OF LOTS 3, 4, 5 AND THE SOUTHEAST $\frac{1}{4}$ OF SECTION 4, TOWNSHIP 1 NORTH RANGE 14 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF; ALL OF LOTS 10 TO 22 INCLUSIVE AND THAT PORTION OF LOT 23 AND ALSO PORTIONS OF THE ALLEY, TULARE AVENUE AND CLYBOURN AVENUE (ALL NOW VACATED) AS SHOWN ON THE MAP OF TRACT NO. 10629 RECORDED IN BOOK 165 PAGES 34 AND 35 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; A PORTION OF LOT A OF TRACT NO. 3008 AS SHOWN ON MAP RECORDED IN BOOK 34 PAGE 71 OF SAID MAPS; ALL OF LOT 1 OF TRACT NO. 7619 AS SHOWN ON MAP RECORDED IN BOOK 78 PAGES 70 AND 71 OF SAID MAPS; ALL OF LOT 1 OF TRACT NO. 8428 AS SHOWN ON MAP RECORDED IN BOOK 117 PAGES 6 AND 7 OF SAID MAPS; AND THOSE PORTIONS OF LOTS 59 AND 60 AND LOTS 77 AND 78 AND VINELAND AVENUE (50.00 FEET WIDE) AS SHOWN ON THE MAP OF PROPERTY OF THE LANKERSHIM RANCH LAND AND WATER CO., RECORDED IN BOOK 31 PAGE 39 ET SEQ., OF MISCELLANEOUS RECORDS IN SAID OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF SOUTHERN PACIFIC RAILROAD, COAST LINE, RIGHT OF WAY (100.00 FEET WIDE) AS DESCRIBED IN THE DEED TO THE SOUTHERN PACIFIC RAILROAD COMPANY RECORDED IN BOOK 1550 PAGE 290 OF DEEDS IN THE OFFICE OF SAID COUNTY RECORDER WITH THE WESTERLY LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 4; THENCE NORTH $01^{\circ}01'48''$ EAST ALONG SAID WESTERLY LINE 987.44 FEET TO THE NORTHERLY LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 4; THENCE SOUTH $89^{\circ}03'05''$ EAST ALONG SAID NORTHERLY LINE 1281.87 FEET TO A POINT IN THE WESTERLY LINE OF HOLLYWOOD WAY (100.00 FEET WIDE); THENCE NORTH $01^{\circ}00'12''$ EAST 1331.28

FEET ALONG SAID HOLLYWOOD WAY TO THE NORTHERLY LINE OF THE SOUTHEAST ¼ OF SAID SECTION 4; THENCE NORTH 89°01'33" WEST ALONG SAID NORTHERLY LINE TO AND ALONG THE SOUTHERLY LINE OF SAID LOT A OF TRACT NO. 3008 A DISTANCE OF 1819.55 FEET TO A POINT; THENCE NORTH 12°54'21" WEST 2312.22 FEET TO THE NORTHERLY LINE OF SAID SECTION 4; THENCE ALONG SAID NORTHERLY LINE, NORTH 88°56'56" WEST 951.26 FEET TO THE EASTERLY LINE OF THE WESTERLY 495.00 FEET OF SAID LOT 4 OF SECTION 4; THENCE SOUTH 02°19'04" WEST ALONG SAID EASTERLY LINE 988.49 FEET TO THE NORTHEASTERLY CORNER OF THE SOUTHERLY 352.00 FEET OF SAID WESTERLY 495.00 FEET OF LOT 4; THENCE NORTH 89°10'44" WEST ALONG THE NORTHERLY LINE OF SAID SOUTHERLY 352.00 FEET A DISTANCE OF 495.17 FEET TO THE WESTERLY LINE OF SAID LOT 4 OF SECTION 4; THENCE NORTH 02°19'04" EAST ALONG SAID WESTERLY LINE OF LOT 4 OF SECTION 4 A DISTANCE OF 30.00 FEET TO THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 10 OF TRACT NO. 10629; THENCE SOUTH 82°52'28" WEST ALONG SAID PROLONGATION TO AND ALONG SAID NORTHERLY LINE OF LOT 10, A DISTANCE OF 143.75 FEET TO THE EASTERLY LINE OF CLYBOURN AVENUE AS SHOWN ON SAID MAP OF TRACT NO. 10629; THENCE SOUTH 07°07'32" EAST ALONG SAID CLYBOURN AVENUE 1111.95 FEET TO THE SOUTHERLY LINE OF SHERMAN WAY, 50.00 FEET WIDE, AS SHOWN ON SAID MAP OF TRACT NO. 10629; THENCE SOUTH 89°58'02" EAST ALONG SAID SOUTHERLY LINE 35.17 FEET; THENCE SOUTH 0°01'58" WEST 457.71 FEET; THENCE NORTH 89°03'06" WEST 417.69 FEET; THENCE SOUTH 0°02'24" WEST 16.80 FEET; THENCE NORTH 89°57'37" WEST 552.02 FEET; THENCE NORTH 0°02'24" EAST 25.56 FEET; THENCE NORTH 89°03'06" WEST 1470.56 FEET TO THE EASTERLY LINE OF VINELAND AVENUE, 100.00 FEET WIDE; THENCE SOUTH 0°02'00" WEST ALONG SAID EASTERLY LINE 1322.01 FEET TO THE NORTHEASTERLY LINE OF THE SOUTHERN PACIFIC RAILROAD, COAST LINE, RIGHT OF WAY; THENCE ALONG THE GENERAL NORTHEASTERLY BOUNDARY OF THE SOUTHERN PACIFIC RAILROAD, COAST LINE, RIGHT OF WAY THE FOLLOWING COURSES:

SOUTH 76°35'32" EAST 1305.41 FEET, NORTH 0°02'00" EAST 30.84 FEET, SOUTH 76°35'32" EAST 1491.33 FEET, SOUTH 07°07'37" EAST 32.03 FEET AND SOUTH 76°35'32" EAST 2416.87 FEET TO THE POINT OF BEGINNING.

RESERVING AN EASEMENT FOR STREET PURPOSES OVER THE EXISTING EMPIRE AVENUE, 60.00 FEET WIDE LYING NORTHERLY OF THE LAST DESCRIBED COURSE.

PARCEL III
WITHIN THE CITY OF BURBANK

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, EXCEPT THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH ALONG THE WESTERLY LINE THEREOF, 75.00 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SOUTH HALF, A DISTANCE OF 200.00 FEET; THENCE NORTH PARALLEL WITH THE SAID WESTERLY LINE, 75.00 FEET TO THE NORTHERLY LINE OF SAID SOUTH HALF; THENCE WEST ALONG SAID NORTHERLY LINE 200.00 FEET TO THE POINT OF BEGINNING.

PARCEL IV
WITHIN THE CITY OF BURBANK

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

SUBJECT TO ANY EASEMENTS FOR PUBLIC STREET OR HIGHWAY PURPOSES CURRENTLY OF RECORD.

PARCEL V
WITHIN THE CITY OF BURBANK

LOTS 4, 5, 9 AND 10, THE NORTH HALF OF LOT 6, LOT 3 EXCEPT THEREFROM THE NORTH 40.00 FEET THEREOF, AND THAT PORTION OF KENWOOD STREET ADJACENT TO SAID LOTS 9 AND 10 VACATED BY RESOLUTION NO. 13,870 OF THE CITY COUNCIL OF THE CITY OF BURBANK AND RECORDED IN BOOK D-2665, PAGE 527, OFFICIAL RECORDS OF LOS ANGELES COUNTY, ALL OF TRACT NO. 6093, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 67, PAGE 77 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THE EAST 300.00 FEET OF THE NORTH 613.00 FEET OF LOT 3 IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN IN SAID CITY, COUNTY AND STATE, EXCEPT THE NORTH 25.90 FEET THEREOF, AND THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4, BOUNDED EASTERLY BY THE WESTERLY LINE OF SAID TRACT NO. 6093, BOUNDED SOUTHERLY BY THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF THE NORTHERLY HALF OF LOT 6 OF SAID TRACT NO. 6093, BOUNDED WESTERLY BY THE WESTERLY LINE

OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4 AND BOUNDED NORTHERLY BY THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF THE NORTHERLY 40.00 FEET OF LOT 3 OF SAID TRACT NO. 6093. SUBJECT TO AN EASEMENT FOR PUBLIC ALLEY OVER THE EASTERLY 30.00 FEET OF THE EASTERLY 330 FEET OF THE SOUTHERLY 238.10 FEET OF THE NORTHERLY 264.00 FEET OF LOT 3 IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS GRANTED IN DEEDS RECORDED ON JULY 18, 1966 AS INSTRUMENT NOS. 1433 AND 1434 OF OFFICIAL RECORDS IN THE OFFICE OF SAID COUNTY RECORDER.

PARCEL VII
WITHIN THE CITY OF BURBANK

THOSE PORTIONS OF LOTS 59 AND 60 OF LANKERSHIM RANCH LAND AND WATER COMPANY IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS SHOWN ON MAP RECORDED IN BOOK 31 PAGES 31 ET SEQ. OF MISCELLANEOUS RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE IN PARCEL 1 OF THE LAND DESCRIBED IN THE DEED TO THE CITY OF BURBANK RECORDED AS INSTRUMENT NO. 78-704351 OFFICIAL RECORDS ON JUNE 29, 1978 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS HAVING A BEARING AND LENGTH OF "SOUTH 00°01'58" WEST 457.71 FEET,"; THENCE SOUTH 00°01'58" WEST 457.71 FEET; THENCE NORTH 89°03'06" WEST 417.69 FEET; THENCE SOUTH 00°02'24" WEST 16.80 FEET; THENCE NORTH 89°57'37" WEST 552.02 FEET; THENCE NORTH 00°02'24" EAST 25.56 FEET; THENCE NORTH 89°03'06" WEST 530.66 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF THE LAND

DESCRIBED IN THE DEED TO THE REDEVELOPMENT AGENCY OF THE CITY OF BURBANK RECORDED AS INSTRUMENT NO. 84-459023 OFFICIAL RECORDS ON APRIL 17, 1984 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 00°02'00" EAST 408.73 FEET TO THE NORTHEAST CORNER OF THE LAND DESCRIBED IN SAID DEED TO THE REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, SAID NORTHEAST CORNER ALSO BEING A POINT IN THE SOUTHERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE CITY OF LOS ANGELES RECORDED ON JULY 11, 1967 AS INSTRUMENT NO. 3492 IN BOOK D-3699 PAGE 596 OF OFFICIAL RECORDS IN THE OFFICE OF SAID COUNTY RECORDER; THENCE EASTERLY ALONG SAID SOUTHERLY LINE TO THE WESTERLY LINE OF SAID LOT 59; THENCE NORTHERLY ALONG SAID WESTERLY LINE TO THE NORTHERLY LINE OF SAID LOT 59; THENCE EASTERLY ALONG SAID NORTHERLY LINE TO THE TRUE POINT OF BEGINNING.

PARCEL VIII
WITHIN THE CITY OF BURBANK

THAT PORTION OF LOT "A" OF TRACT NO. 3008, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 34 PAGE 71 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINES OF HOLLYWOOD WAY, (100.00 FEET WIDE) AND WINONA AVENUE, (80.00 FEET WIDE); THENCE NORTH 89°01'33" WEST 1610.28 FEET ALONG THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT "A", BEING THE CENTERLINE OF WINONA AVENUE, VACATED BY THE CITY OF BURBANK, BY RESOLUTION NO. 1965 ON JUNE 18, 1941 AND NO. 1032 ON MARCH 26, 1929 AND FURTHER BEING THAT CERTAIN COURSE IN THE BOUNDARY OF THE PROPERTY CONVEYED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, FORMERLY KNOWN AS THE HOLLYWOOD-BURBANK AIRPORT AUTHORITY BY DEED RECORDED AS

DOCUMENT NO. 78-704352 ON JUNE 29, 1978, IN THE OFFICE OF SAID COUNTY RECORDER, DESCRIBED IN SAID DEED AS BEING THE NORTHERLY LINE OF THE SOUTHEAST ONE-QUARTER, SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°01'33" WEST 259.27 FEET TO THE WESTERLY TERMINUS OF SAID CERTAIN COURSE; THENCE CONTINUING ALONG THE BOUNDARY OF SAID AIRPORT AUTHORITY, NORTH 12°54'21" WEST 432.61 FEET; THENCE PARALLEL WITH THE FIRST DESCRIBED COURSE IN SAID AIRPORT AUTHORITY BOUNDARY, SOUTH 89°01'33" EAST 363.05 FEET TO A LINE DRAWN AT RIGHT ANGLES TO SAID FIRST DESCRIBED COURSE THAT PASSES THROUGH SAID TRUE POINT OF BEGINNING; THENCE ALONG SAID LINE SOUTH 00°58'27" WEST 419.98 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL XII
WITHIN THE CITY OF BURBANK

PARCEL "D" AND THAT PORTION OF PARCEL "A" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS A WHOLE AS FOLLOWS:

LOT "A" OF TRACT NO. 3008, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 34 PAGE 71 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. TOGETHER WITH THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN SAID CITY, COUNTY AND STATE, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

EXCEPTING THE EASTERLY 50 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4.

ALSO EXCEPTING THAT PORTION OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, LYING NORTHERLY OF A LINE PARALLEL WITH AND DISTANT NORTHERLY 920.08 FEET MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF THE EAST-WEST RUNWAY OF THE BURBANK- GLENDALE-PASADENA AIRPORT, SAID CENTERLINE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF HOLLYWOOD WAY (100.00 FEET WIDE) WITH THE CENTERLINE OF WINONA AVENUE, BEING THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4; THENCE ALONG SAID CENTERLINE OF HOLLYWOOD WAY, SOUTH 1°00'12" WEST 621.13 FEET TO ITS INTERSECTION WITH THE EASTERLY PROLONGATION OF THE CENTERLINE OF SAID RUNWAY; THENCE ALONG SAID PROLONGATION AND SAID CENTERLINE, NORTH 89°03'06" WEST TO THE WESTERLY LINE OF SAID AIRPORT.

EXCEPT THEREFROM THAT PORTION OF SAID LOT "A" OF TRACT NO. 3008, LYING WESTERLY OF THAT CERTAIN EASTERLY BOUNDARY LINE OF THE LAND DESCRIBED IN PARCEL 1 OF THE DEED TO THE CITY OF BURBANK, RECORDED ON JUNE 29, 1978 AS INSTRUMENT NO. 78-704351, IN SAID OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SHOWN AS HAVING A BEARING AND LENGTH OF NORTH 12°54'21" WEST 2897.71 FEET.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LOT "A" OF TRACT NO. 3008, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINES OF HOLLYWOOD WAY (100.00 FEET WIDE) AND WINONA AVENUE (80.00 FEET WIDE); THENCE NORTH

89°01'33" WEST 1610.28 FEET ALONG THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT "A", BEING THE CENTERLINE OF WINONA AVENUE, VACATED BY THE CITY OF BURBANK, BY RESOLUTION NO. 1965 ON JUNE 18, 1941 AND NO. 1032 ON MARCH 26, 1929 AND FURTHER BEING THAT CERTAIN COURSE IN THE BOUNDARY OF THE PROPERTY CONVEYED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, FORMERLY KNOWN AS THE HOLLYWOOD-BURBANK AIRPORT AUTHORITY BY DEED RECORDED AS DOCUMENT NO. 78-704352 ON JUNE 29, 1978, IN THE OFFICE OF SAID COUNTY RECORDER, DESCRIBED IN SAID DEED AS BEING THE NORTHERLY LINE OF THE SOUTHEAST ONE-QUARTER, SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°01'33" WEST 259.27 FEET TO THE WESTERLY TERMINUS OF SAID CERTAIN COURSE; THENCE CONTINUING ALONG THE BOUNDARY OF SAID AIRPORT AUTHORITY, NORTH 12°54'21" WEST 432.61 FEET; THENCE PARALLEL WITH THE FIRST DESCRIBED COURSE IN SAID AIRPORT AUTHORITY BOUNDARY, SOUTH 89°01'33" EAST 363.05 FEET TO A LINE DRAWN AT RIGHT ANGLES TO SAID FIRST DESCRIBED COURSE THAT PASSES THROUGH SAID TRUE POINT OF BEGINNING; THENCE ALONG SAID LINE SOUTH 00°58'27" WEST 419.98 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 27.2532 ACRES, MORE OR LESS.

PARCEL XIII

WITHIN THE CITY OF BURBANK

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF LOT 133 OF TRACT NO. 25529 AS SHOWN ON MAP RECORDED IN BOOK 676 PAGE 2 TO 7 INCLUSIVE OF MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY DISTANT THEREON NORTH 89°05'30" WEST 34.9 FEET FROM THE NORTHEAST CORNER OF SAID LOT 133; THENCE NORTH 0°54'30" EAST 44.4 FEET; THENCE SOUTH 59°27'55" EAST 87.87 FEET; THENCE SOUTH 89°49'21" EAST 61.32 FEET; THENCE NORTH 87°29'17" EAST 186.26 FEET; THENCE NORTH 89°12'21" EAST 381.61 FEET; THENCE SOUTH 29°37'15" EAST 201.61 FEET; THENCE SOUTH 30°07'24" EAST 188.41 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 89°49'46" EAST 39.78 FEET; THENCE SOUTH 0°10'14" EAST 50.00 FEET; THENCE SOUTH 89°49'46" WEST 50.00 FEET; THENCE NORTH 0°10'14" WEST 50.00 FEET; THENCE NORTH 89°49'46" EAST 10.22 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

PARCEL XIV
WITHIN THE CITY OF BURBANK

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID SECTION 20, DISTANT THEREIN NORTH 0°47'47" EAST 1511.02 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION; THENCE AT RIGHT ANGLES NORTH 89°12'13" WEST 50 FEET; THENCE PARALLEL WITH SAID SECTION LINE, NORTH 0°47'47" SECONDS EAST 50 FEET; THENCE AT RIGHT ANGLES SOUTH 89°12'13" EAST 50 FEET TO A POINT IN SAID EAST LINE OF SECTION 20; THENCE SOUTH 0°47'47" WEST ALONG SAID SECTION LINE 50 FEET TO THE POINT OF BEGINNING.

PARCEL XV
WITHIN THE CITY OF BURBANK

LOT 12 OF TRACT NO. 22336, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP FILED IN BOOK 598 PAGES 23 AND 24 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

CONTAINING 20,751 SQ. FT. (0.4764 ACRES), MORE OR LESS.

PARCEL XVI
WITHIN THE CITY OF BURBANK

LOT 1 OF TRACT NO. 22336, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP FILED IN BOOK 598 PAGES 23 AND 24 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

CONTAINING 11,233 SQ. FT. (0.2579 ACRES), MORE OR LESS.

PARCEL XVII
WITHIN THE CITY OF BURBANK

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 4; THENCE ALONG THE NORTHERLY LINE OF SAID SECTION, SOUTH 88°56'56" EAST 270.67 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 12°54'21" EAST 854.57 FEET TO THE EASTERLY LINE OF THE WESTERLY 495.00 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 4; THENCE ALONG SAID EASTERLY LINE, NORTH

2°19'04" EAST 829.53 FEET TO THE NORTHERLY LINE OF SAID SECTION; THENCE
NORTH 88°56'56" WEST 224.45 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL XVIII

WITHIN THE CITY OF BURBANK

THE PROPERTY LEGALLY DESCRIBED IN EXHIBIT 10 TO THE DEVELOPMENT
AGREEMENT (A-1 NORTH).

PARCEL XIX

WITHIN THE CITY OF BURBANK

THE PROPERTY LEGALLY DESCRIBED IN EXHIBIT 16 TO THE DEVELOPMENT
AGREEMENT (TRUST PROPERTY).

PARCEL XX

WITHIN THE CITY OF BURBANK

THE PROPERTY LEGALLY DESCRIBED IN EXHIBIT 17B TO THE DEVELOPMENT
AGREEMENT (STREET REALIGNMENT PARCEL).

EXHIBIT 3
**Conditions of Approval – A-1 North Planned Development
Zone**

March, 2005

EXHIBIT C

CONDITIONS OF APPROVAL PROJECT NO. 2004-169, PLANNED DEVELOPMENT WITH DEVELOPMENT REVIEW

**A-1 North Property, 2555 N. Hollywood Way
Burbank-Glendale-Pasadena Airport Authority, Applicant**

Conditions Establishing Use and Development Standards

1. Project No. 2004-169, a planned development with development review, authorizes the construction and operation of a relocated Airport access road and a surface airport parking and vehicle storage facility for use by airport passengers, and for the storage of new and rental vehicles. The property subject to this planned development shall be used only for the relocated access road and for a surface parking/vehicle storage facility and shall not be used in whole or in part for any other use, including but not limited to other airport related uses.
2. Development of the subject property and operations on the site shall remain in substantial conformance with the application forms and plans (stamped as Exhibits 6-1 and 6-2) submitted by the applicant, approved and/or modified by the City Council, and placed on file in the office of the Planning Division, except as modified by the conditions herein, or by subsequent modifications determined by the Community Development Director, Planning Board, or City Council to be in substantial conformance with these conditions of approval pursuant to the procedure set forth in Section 3.6(c) of the development agreement.
3. Pursuant to the plans submitted by the applicant, this planned development shall contain four "zones" numbered 1 through 4 as shown on Sheet 2 of Exhibit G-2. The applicant shall have the flexibility to vary the type of parking uses within each of the four zones as necessary and appropriate for Airport operations. A single zone may contain more than one type of parking use authorized for that zone at the same time. The permitted parking/storage uses within each of the zones shall be as follows:
 - a) Zone 1: valet parking and related valet building facilities
 - b) Zone 2: valet parking, passenger self-parking, rental car storage, and/or new car storage
 - c) Zone 3: valet parking, passenger self-parking, rental car storage, and/or new car storage
 - d) Zone 4: valet parking, passenger self-parking, rental car storage, and/or new car storage

The land area of the planned development not assigned to a particular zone on the submitted plans shall be authorized only for use as part of the Airport access

road. This includes the strip of land separating Zone 1 from Zones 2, 3, and 4 and the strip of land at the southwest corner of the intersection of Hollywood Way, Thornton Avenue, and the Airport access road.

4. This planned development authorizes the construction and/or maintenance of the following buildings:

- a) Car wash building: 2,300 square feet (existing, south end of Zone 1)
- b) Valet building: not to exceed 3,200 square feet (north end of Zone 1)
- c) Column-supported awning: not to exceed 3,000 square feet (north end of Zone 1)
- d) Porte cochere: not to exceed 5,000 square feet (north end of Zone 1)
- e) Parking attendant fee collections booths
- f) Bus shelters for persons waiting to board the shuttle bus to the terminal

No building within the planned development shall exceed a height of 25 feet. With the exception of parking attendant booths and bus shelters, no buildings shall be permitted in Zones 2, 3, and 4. The only buildings permitted in Zone 1 shall be those listed in this condition of approval. This planned development does not authorize the erection of any buildings other than those shown on the submitted plans and identified herein.

5. The number of parking spaces in the planned development shall not exceed 2,940. This total number of spaces shall be inclusive of all valet, self-park, new car storage, and rental car storage spaces. At no time shall the number of actual vehicles parked within the planned development exceed the number of approved parking spaces.
6. All parking spaces shall be located on grade on a paved surface. No above grade, semi-subterranean, or subterranean parking structures shall be permitted. A subterranean underpass shall be permitted beneath the north-south portion of the Airport access road to provide access between Zones 1 and 2. No vehicle parking or storage shall occur in the underpass.
7. Except as specifically exempted by the conditions herein, all improvements shall comply with the development standards applicable to the M-2 General Industrial zone consistent with the requirements of the development agreement; and specifically Sections 3.1, 3.4, and 3.5 of the agreement, including but not limited to building setbacks and height, parking layout and design, landscaping, and setbacks.
8. A landscaped setback with a minimum depth of five feet shall be provided along the Empire Avenue and Hollywood Way street frontages and along the edges of the Airport access road. Any fencing shall be provided behind the required landscaped setback such that the landscaping is visible from the streets and access road. The submitted landscape plan shall be modified so as to provide

the required landscaped setback at the corner of Hollywood Way and Empire Avenue.

9. The security fence around the property shall not be chain link material, and shall be wrought iron or similar decorative material. Barbed wire shall not be utilized on the fence.
10. The applicant shall be permitted to utilize different parking design and landscape standards depending upon the type of parking pursuant to conditions 11 and 12. Each zone may contain more than one type of parking at the same time, and therefore may utilize different parking and landscape standards at the same time.
11. Those areas of the planned development that are utilized for self-parking shall comply with the following standards:
 - a) Parking space and aisle design: All parking spaces shall be full size with a width of no less than nine feet and depth no less than 18 feet. All drive aisles, backup distances, and other parking lot design features shall conform to the standards of the Burbank Municipal Code in effect as of the effective date of this planned development.
 - b) Landscaping: Parking areas shall conform to the landscape standards of the Burbank Municipal Code in effect as of the effective date of this planned development, except that only 38 percent (in lieu of 40 percent) of the parking area shall be shaded by trees within 15 years of planting. The submitted landscape plan shall be modified to reflect the requirement that at least 10 percent of the parking lot area be landscaped.
12. Those areas of the planned development that are utilized exclusively for valet parking or vehicle storage shall comply with the following standards. However, if the area used for valet parking or vehicle storage is shared with self-parking or otherwise accessible by self-parking drivers, the entire area shall comply with the standards for self-parking areas pursuant to condition 11.
 - a) Parking space and aisle design: Parking spaces, drive aisles, and backup distances need not conform to code standards and may be designed as needed to meet the valet and/or vehicle storage needs.
 - b) Landscaping: Parking areas shall conform to the landscape standards of the Burbank Municipal Code in effect as of the effective date of this planned development, except that only 22 percent (in lieu of 40 percent) of the parking area shall be shaded by trees within 15 years of planting.
 - c) Additional Off-Site Landscaping. To satisfy the spirit and intent of the BMC landscape standards, the Authority shall: (1) submit an illustrative landscape plan solely for the purpose of determining the number of trees, of the type and species selected by the Authority, which are necessary to comply fully with the BMC landscape standards; (2) determine the difference between the number of trees required to comply with the BMC

landscape standards and the number of trees required to comply with Condition 12(b); and (3) develop a landscape plan to provide for the planting of the incremental difference in the number of trees, of the same type and species as shown on the illustrative landscape plan, on other property subject to the Development Agreement. The landscaping plan pursuant to subsection (3) of this provision shall be submitted to the City in accordance with Condition #19.

13. If the applicant removes trees after planting for the purpose of converting a self-park area to a valet parking area or vehicle storage area, any subsequent trees planted in that area for the purpose of replacing removed trees and/or to convert the area back to a self-park area shall be of advanced maturity so as to account for the growing time lost due to the initial tree removal to the satisfaction of the Park, Recreation, and Community Services Director.

Conditions to be Satisfied Prior to Issuance of Grading or Building Permits

14. The applicant shall obtain a grading permit (if required) and site development permit from the Community Development Department Building Division prior to commencing work on the parking facility, and shall obtain any other permits required for construction of the facility and buildings. Such permits shall be processed as consistent Subsequent Applications pursuant to Section 3.6 of the development agreement.
15. The architectural design of all buildings shall allow for an unobstructed view of all ground level doors and windows. Landscaping or other barriers around buildings shall not obscure visibility of doors and windows to the satisfaction of the Chief of Police.
16. The applicant shall submit to Burbank Water and Power and the Public Works department plans for the project site showing all existing electric, water, sewer, storm drain, and other below ground and above ground utility facilities in relation to the proposed site improvements. In the event any of the utility facilities would be relocated or altered in conjunction with the project, the applicant shall provide plans showing the proposed changes.
17. The applicant shall submit a hydrology study and hydrology/hydraulic calculations and site drainage plans to the satisfaction of the Public Works Director.
18. The applicant shall cause the preparation of a pavement study to establish pre-construction roadway conditions and to analyze and recommend pavement improvements along Hollywood Way from Empire Avenue to Winona Avenue. If any pavement improvements or repairs are identified in the study as resulting from construction of the subject project, the applicant shall be responsible for the cost of any pavement repairs or improvements that its construction activities caused.

Conditions to be Satisfied During Construction and Prior to Issuance of Certificate of Occupancy or Final Inspection Approval

19. The applicant shall submit to the City landscape and irrigation plans prepared by a licensed landscape architect. The plans shall be reviewed and approved by the Park, Recreation, and Community Services Department prior to the installation of any landscaping.
20. The applicant shall install an irrigation bubbler system for street trees along the west side of the Hollywood Way frontage of the subject property to the satisfaction of the Park, Recreation, and Community Services Director.
21. The applicant shall protect in place all street trees on Hollywood Way and Empire Avenue. The applicant shall install new street trees along the west side of the Hollywood Way frontage of the subject property if deemed necessary by, and to the satisfaction of, the Park, Recreation, and Community Services Director.
22. The applicant shall install lighting devices throughout the parking lot such that the entire lot is illuminated at all times with light having an intensity of at least two foot-candles at ground level. All lighting devices shall have vandal resistant covers to the satisfaction of the Chief of Police. Modifications to this lighting requirement may be approved if the applicant demonstrates that compliance with this condition would violate an airport development or operations requirement dictated by the Federal Aviation Administration or other federal or state agency.
23. The applicant shall install and maintain secure fencing with locking gates and appropriate lighting during construction to the satisfaction of the Chief of Police.
24. During construction, the applicant shall provide the Police Department with emergency contact information for the Airport Authority and its contractors to address any problems encountered outside of construction hours.
25. All exterior building doors, other than primary entry doors, shall be self-closing and self-locking to prevent trespassing.
26. The applicant shall install signs showing the street address or addresses of the parking facility and the buildings therein. The signs shall be prominently visible from Hollywood Way and Empire Avenue and shall include numbers no less than six inches tall. Such address signs shall be installed and displayed to the satisfaction of the Chief of Police and the Fire Chief. The applicant shall also provide address numbers and any other identifying information on the roofs of the buildings on the property so as to be visible from police helicopters to the satisfaction of the Chief of Police.

27. The applicant shall provide to the Police Department a site map of the parking facility upon completion of construction to the satisfaction of the Chief of Police.
28. The applicant shall be responsible for the cost of relocating and undergrounding any overhead electrical lines that would be in conflict with the proposed improvements. The applicant shall be responsible for providing an alternative electrical source to replace existing facilities that are to be relocated or removed.
29. The applicant shall be responsible for the cost of all on-site and off-site relocation or replacement of utilities or other infrastructure that is necessary as a result of the proposed improvements, including but not limited to the relocation or replacement of power poles, power lines, underground vaults, street lights, traffic signal poles, water lines, sewer lines, catch basins, and equipment or fixtures related thereto.
30. The applicant shall be responsible for the installation of all necessary electrical substructure that would be relocated or altered as a result of the proposed project including but not limited to electrical ducts, pull boxes, switch pads, and on-site transformer pads.
31. Payment for work identified herein for which the applicant is responsible for the cost shall be made to the appropriate City department or other utility agency in a time and manner deemed appropriate by the department director or agency representative. The applicant shall be responsible for paying Burbank Water and Power Aid-in-Construction fees to cover the cost of on- and off-site improvements that result from the project pursuant to City of Burbank Rules and Regulations. The Authority and the City shall share the costs of all street improvements, utility relocation, and other work related to the realignment of the Airport access road work at the intersection of Hollywood Way and Thornton Avenue pursuant to Section 4.1 of the development agreement.
32. On-site drainage shall not flow across a public sidewalk or parkway; it shall be conveyed by underground drains to the gutter through the curb face. If an underground system is to be connected to an existing Los Angeles County Public Works storm drain system/catch basin, a Los Angeles County Storm Drain Connection permit shall be required. The applicant shall comply with all requirements of the National Pollutant Discharge Elimination System (NPDES) and Standard Urban Stormwater Mitigation Plan (SUSMP).
33. The applicant shall protect in place all survey monuments, or shall re-establish the monuments to the satisfaction of the Public Works Director.
34. The applicant shall remove all unused driveways and shall reconstruct them with curb, gutter, and sidewalk to the satisfaction of the Public Works Director. This shall include, but is not limited to, the abandoned driveways along Empire Avenue.

35. The applicant shall replace all broken, uneven, or substandard sidewalk, driveway, pedestrian ramps, pavement, curb, and gutter fronting the subject property on the west side of Hollywood Way to the satisfaction of the Public Works Director. All work in the City right-of-way shall comply with Burbank Standard Plans and shall be approved by the Public Works Director.
36. The applicant shall cause the installation of directional arrows on the pavement throughout the parking lot at every access aisle or driveway intersection and appropriate striping to identify traffic lanes around the parking attendant booths. All work shall be done to the satisfaction of the Public Works Director.
37. The applicant shall cause the installation of all on-site directional and warning signs deemed necessary and appropriate by the Public Works Director, including but not limited to "Stop," "Right Lane Must Turn Right," "Road Narrows," "Do Not Enter," and "Authorized Vehicles Only" signs at appropriate locations.
38. The applicant shall cause to be recorded all utility and other easements required for the subject property to the satisfaction of the City of Burbank, including but not limited to utility easements for above ground and underground electrical service, water service, and sewer service. Any existing easements on the project site shall be maintained unless the utility facilities therein are relocated, in which case a new easement shall be recorded.
39. The applicant shall provide evidence to the City that there has been recorded a 16-foot dedication along the southern edge of the property for the purpose of widening Empire Avenue that was previously anticipated on a Parcel Map application submitted by the property owner.

Conditions to be Satisfied on an Ongoing Basis

40. Vehicle ingress and egress from non-signalized intersections shall not disrupt the normal traffic flow on public rights-of-way. The Chief of Police and the Public Works Director shall have the authority to place, or cause the applicant to place, signs or physical barriers preventing certain vehicular ingress and egress movements at non-signalized intersections, should it be determined that such movements are disrupting the traffic flow on a public right-of-way.
41. The Public Works Director shall have the discretion to prohibit parking along Hollywood Way and Empire Avenue fronting and adjacent to the subject property as deemed necessary for traffic circulation or visibility purposes.
42. The applicant shall comply with all mitigation measures identified in the Mitigated Negative Declaration adopted by the Burbank-Glendale-Pasadena Airport Authority on October 27, 2004.

43. The applicant shall comply with any and all terms and commitments identified in the final development agreement executed by the City of Burbank and the Burbank-Glendale-Pasadena Airport Authority in conjunction with this Project No. 2004-169, a planned development with development review, as may be applicable to the development and use of the subject property.
44. The applicant shall comply with all federal, state, and local laws. Violation or conviction of any of those laws in connection with the use will be cause for termination of this planned development subject to the dispute resolution provisions of the development agreement.
45. These conditions of approval shall be listed on the title or specifications page of all plans submitted to the Building Division.
46. The applicant acknowledges all of the conditions imposed and accepts this planned development and development agreement subject to those conditions and with full awareness of all applicable provisions of the Burbank Municipal Code.

EXHIBIT 4
Conditions of Approval – Lot A Planned Development Zone

March, 2005

EXHIBIT C

CONDITIONS OF APPROVAL PROJECT NO. 2004-170, PLANNED DEVELOPMENT

**Adjacent Property/Parking Lot A, 2729 N. Hollywood Way
Burbank-Glendale-Pasadena Airport Authority, Applicant**

Conditions Establishing Use and Development Standards

1. Project No. 2004-170, a planned development, authorizes the construction and operation of a surface airport parking facility for use by airport passengers and employees. The property subject to this planned development shall be used only as a surface parking facility and shall not be used in whole or in part for any other use, including but not limited to other airport related uses. The surface parking facility within this planned development shall be utilized as a portion of Airport Parking Lot A only and shall not be utilized for other parking purposes or separately from the balance of Lot A as depicted on the submitted plans.
2. Development of the subject property and operations on the site shall remain in substantial conformance with the application forms and plans (stamped as Exhibits 5-1 and 5-2) submitted by the applicant, approved and/or modified by the City Council, and placed on file in the office of the Planning Division, except as modified by the conditions herein, or by subsequent modifications determined by the Community Development Director, Planning Board, or City Council to be in substantial conformance with these conditions of approval pursuant to the procedure set forth in Section 3.6(c) of the development agreement.
3. This planned development does not authorize the erection of any buildings other than fee collection booths for use by parking attendants and bus shelters for use by airport passengers and employees waiting for shuttle buses as shown on the submitted plans.
4. The plans submitted by the applicant indicate that 363 passenger parking spaces would be located within the planned development zone. Pursuant to a substantial conformance finding under Section 3.6(c) of the development agreement, this number may be modified. However, the number of spaces within the planned development zone shall be maintained such that the whole of the parking facility of which this planned development is a part contains no more than 1,592 parking spaces for Airport passengers and 581 parking spaces for Airport employees. All vehicles parked in the facility shall be parked in marked parking spaces at all times such that the number of actual vehicles parked at the facility does not exceed the number of approved parking spaces.
5. All parking spaces shall be located on grade on a paved surface. No above grade, semi-subterranean, or subterranean parking structures shall be permitted.

6. Except as specifically exempted by the conditions herein, the parking facility and all improvements therein shall comply with the development standards applicable to the M-2 General Industrial zone consistent with the requirements of the development agreement, and specifically Sections 3.1, 3.4, and 3.5 of the agreement, including but not limited to parking layout and design, landscaping, and setbacks.
7. The parking area within the planned development zone may provide a tree canopy that would provide a lesser amount of shaded parking lot area than the 40 percent required by the Burbank Municipal Code. However, no less than 37 percent of the parking lot area within the planned development zone shall be shaded by trees within 15 years as shown on the submitted plans. The planned development zone may provide less than 40 percent shaded area pursuant to this condition only if the entire parking facility taken as a whole satisfies the 40 percent requirement.

Conditions to be Satisfied Prior to Issuance of Grading or Building Permits

8. The applicant shall obtain a grading permit (if required) and site development permit from the Community Development Department Building Division prior to commencing work on the parking facility, and shall obtain any other permits required for construction of the facility. Such permits shall be processed as consistent Subsequent Applications pursuant to Section 3.6 of the development agreement.
9. The dedicated entrance road to the employee parking area shall be modified from the design shown on the submitted plans so as to provide a more perpendicular intersection with passenger cross-traffic or another alternative design to avoid the crossing of traffic in opposing directions to the satisfaction of the Public Works Director.
10. The curb returns at the parking lot entrance driveway shall have a 24-foot radius.
11. The architectural design of all buildings shall allow for an unobstructed view of all ground level doors and windows. Landscaping or other barriers around buildings shall not obscure visibility of doors and windows to the satisfaction of the Chief of Police.
12. The applicant shall submit to Burbank Water and Power and the Public Works department plans for the project site showing all existing electric, water, sewer, storm drain, and other below ground and above ground utility facilities in relation to the proposed site improvements. In the event any of the utility facilities would be relocated or altered in conjunction with the project, the applicant shall provide plans showing the proposed changes.

13. The applicant shall submit a hydrology study and hydrology/hydraulic calculations and site drainage plans to the satisfaction of the Public Works Director.
14. The applicant shall cause the preparation of a pavement study to establish pre-construction roadway conditions and to analyze and recommend pavement improvements along Hollywood Way from Empire Avenue to Winona Avenue. If any pavement improvements or repairs are identified in the study as resulting from construction of the subject project, the applicant shall be responsible for the cost of any pavement repairs or improvements that its construction activities caused.

Conditions to be Satisfied During Construction and Prior to Issuance of Certificate of Occupancy or Final Inspection Approval

15. The applicant shall submit to the City landscape and irrigation plans prepared by a licensed landscape architect. The plans shall be reviewed and approved by the Park, Recreation, and Community Services Department prior to the installation of any landscaping.
16. The applicant shall install an irrigation bubbler system for street trees along the west side of the Hollywood Way frontage of the subject property to the satisfaction of the Park, Recreation, and Community Services Director.
17. The applicant shall protect in place all street trees on Hollywood Way. The applicant shall install new street trees along the west side of the Hollywood Way frontage of the subject property if deemed necessary by, and to the satisfaction of, the Park, Recreation, and Community Services Director.
18. The applicant shall install lighting devices throughout the parking lot such that the entire lot is illuminated at all times with light having an intensity of at least two foot-candles at ground level. All lighting devices shall have vandal resistant covers to the satisfaction of the Chief of Police. Modifications to this lighting requirement may be approved if the applicant demonstrates that compliance with this condition would violate an airport development or operations requirement dictated by the Federal Aviation Administration or other federal or state agency.
19. The applicant shall install and maintain secure fencing with locking gates and appropriate lighting during construction to the satisfaction of the Chief of Police.
20. During construction, the applicant shall provide the Police Department with emergency contact information for the Airport Authority and its contractors to address any problems encountered outside of construction hours.
21. The applicant shall install a sign showing the address of the parking facility. The sign shall be prominently visible from Hollywood Way and shall include numbers no less than six inches tall. Such address sign shall be installed and displayed to the

satisfaction of the Chief of Police and the Fire Chief. The applicant shall also provide address numbers and any other identifying information on the roof of the parking attendant booths so as to be visible from police helicopters to the satisfaction of the Chief of Police.

22. The applicant shall provide to the Police Department a site map of the parking facility upon completion of construction to the satisfaction of the Chief of Police.
23. The applicant shall be responsible for the cost of relocating and undergrounding any overhead electrical lines that would be in conflict with the proposed improvements. The applicant shall be responsible for providing an alternative electrical source to replace existing facilities that are to be relocated or removed.
24. The applicant shall be responsible for the cost of all on-site and off-site relocation or replacement of utilities or other infrastructure that is necessary due to the relocation of Lot A or improvements to the Lot A entrance driveway including but not limited to the relocation or replacement of power poles, power lines, underground vaults, street lights, traffic signal poles, water lines, sewer lines, catch basins, and equipment or fixtures related thereto.
25. The applicant shall be responsible for the installation of all necessary electrical substructure that would be relocated or altered as a result of the proposed project including but not limited to electrical ducts, pull boxes, switch pads, and on-site transformer pads.
26. Payment for work identified herein for which the applicant is responsible for the cost shall be made to the appropriate City department or other utility agency in a time and manner deemed appropriate by the department director or agency representative. The applicant shall be responsible for paying Burbank Water and Power Aid-in-Construction fees to cover the cost of on- and off-site improvements that result from the project pursuant to City of Burbank Rules and Regulations.
27. On-site drainage shall not flow across a public sidewalk or parkway; it shall be conveyed by underground drains to the gutter through the curb face. If an underground system is to be connected to an existing Los Angeles County Public Works storm drain system/catch basin, a Los Angeles County Storm Drain Connection permit shall be required. The applicant shall comply with all requirements of the National Pollutant Discharge Elimination System (NPDES) and Standard Urban Stormwater Mitigation Plan (SUSMP).
28. The applicant shall protect in place all survey monuments, or shall re-establish the monuments to the satisfaction of the Public Works Director.
29. The applicant shall remove all unused driveways and shall reconstruct them with curb, gutter, and sidewalk to the satisfaction of the Public Works Director.

30. The applicant shall replace all broken, uneven, or substandard sidewalk, driveway, pedestrian ramps, pavement, curb, and gutter fronting the subject property on the west side of Hollywood Way to the satisfaction of the Public Works Director. All work in the City right-of-way shall comply with Burbank Standard Plans and shall be approved by the Public Works Director.
31. The applicant shall repair, reconstruct, or replace the bricks around the tree wells along the west side of Hollywood Way fronting the subject property. Any new street trees installed by the applicant shall be provided with a matching brick treatment.
32. The applicant shall reconstruct the pedestrian curb ramps at the intersection of Winona Avenue and Hollywood Way on the west side of the intersection per City of Burbank Standards. Centerline ties at the intersection shall be protected or re-established.
33. The applicant shall re-stripe Winona Avenue as it approaches the intersection with Hollywood Way to provide a dedicated center left-turn lane onto southbound Hollywood Way in addition to the two existing through lanes in each direction. The travel lanes on Winona Avenue shall align with the ingress and egress lanes in the entrance driveway to the parking facility. Such work shall be completed to the satisfaction of the Public Works Director. The applicant shall be responsible for the cost of all re-striping, curb painting, and sign posting required.
34. The applicant shall cause the installation of directional arrows on the pavement throughout the parking lot at every access aisle or driveway intersection and appropriate striping to identify traffic lanes around the parking attendant booths. All work shall be done to the satisfaction of the Public Works Director.
35. The applicant shall cause the installation of all on-site directional and warning signs deemed necessary and appropriate by the Public Works Director, including but limited to "Stop," "Right Lane Must Turn Right," "Road Narrows," "Do Not Enter," and "Authorized Vehicles Only" signs at appropriate locations.
36. All existing utility and other easements on the subject property shall be maintained unless the utility facilities therein are relocated or the easements are otherwise deemed by the City of Burbank to be no longer necessary. The applicant shall cause to be recorded any easements required for new or relocated utility infrastructure that is owned by the City of Burbank on the subject property as deemed necessary by the Public Works Director or by the Burbank Water and Power General Manager.
37. Vehicle ingress and egress shall not disrupt the normal traffic flow on public rights-of-way. The Chief of Police and the Public Works Director shall have the authority to place, or cause the applicant to place, signs or physical barriers preventing certain vehicular ingress and egress movements, should it be

determined that such movements are disrupting the traffic flow on a public right-of-way.

Conditions to be Satisfied on an Ongoing Basis

38. The Public Works Director shall have the discretion to prohibit parking along Hollywood Way fronting and adjacent to the subject property as deemed necessary for traffic circulation or visibility purposes.
39. The applicant shall be responsible for its fair share of the cost of upgrading the signal at the intersection of Hollywood Way and Winona Avenue to provide protective-permissive left turn phasing for northbound and southbound traffic. Should the Public Works Director determine at any time that a signal upgrade to provide such left turn phasing at that intersection is required or appropriate, the applicant shall cause a traffic study to be prepared to determine the applicant's fair share of the cost of the signal improvements based upon the percentage of vehicles traveling through the intersection that do so to access Parking Lot A.
40. The applicant shall comply with all mitigation measures identified in the Mitigated Negative Declaration adopted by the Burbank-Glendale-Pasadena Airport Authority on October 27, 2004.
41. The applicant shall comply with any and all terms and commitments identified in the final development agreement executed by the City of Burbank and the Burbank-Glendale-Pasadena Airport Authority in conjunction with this Project No. 2004-170, a planned development, as may be applicable to the development and use of the subject property.
42. The applicant shall comply with all federal, state, and local laws. Violation or conviction of any of those laws in connection with the use will be cause for termination of this planned development subject to the dispute resolution provisions of the development agreement.
43. These conditions of approval shall be listed on the title or specifications page of all plans submitted to the Building Division.
44. The applicant acknowledges all of the conditions imposed and accepts this planned development and development agreement subject to those conditions and with full awareness of all applicable provisions of the Burbank Municipal Code.

EXHIBIT 5A & 5B
Ordinances Related to Planned Development zone changes.

March, 2005

AN ORDINANCE OF THE COUNCIL OF THE CITY OF
BURBANK APPROVING A PLANNED DEVELOPMENT
FOR PROJECT NO. 2004-169 (BURBANK-GLENDALE-
PASADENA AIRPORT AUTHORITY, APPLICANT) (A-1
North Property).

City Attorney Synopsis

This Ordinance changes the Zone Map of the City of Burbank for the property generally located at 2555 N. Hollywood Way, Burbank, California, commonly known as the A-1 North Property and used as *Star Park*, together with the relocated Airport access road, from the M-2 Zone to the Planned Development Zone. This rezoning limits the use of the property to Airport-related parking and Airport access road purposes only. This project is part of the Bob Hope Airport Project. The City, as a responsible agency under the California Environmental Quality Act, considered the Mitigated Negative Declaration approved by the Authority prior to approving this rezoning.

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The Council of the City of Burbank at its regular meeting of January 18, 2005 held a duly noticed public hearing on the rezoning request for the property located at 2555 N. Hollywood Way, Burbank, California, commonly known as the A-1 North Property and currently used as *Star Park*, together with the relocated Airport access road, from the M-2 Zone to the Planned Development Zone applied for by the Burbank-Glendale-Pasadena Airport Authority. The property is approximately 26.7 acres of land. The Council continued the hearing and deliberations to January 25, 2005.

B. The hearing complies with the requirements of the "Planned Development Ordinance" as set forth in BMC Section 31-19118 et seq., which authorizes a planned development rezoning for unique commercial activities. As part of the Planned Development Ordinance, BMC Section 19128 relies on a development agreement as the legal mechanism for the full implementation and enforcement of the approved planned development rezoning process. The development agreement approved by Ordinance No. 3659 ("Development Agreement") in part, implements Planned Development rezoning for Project No. 2004-169 (2555 N. Hollywood Way/ A-1 North) (hereafter the "PD Application").

C. The PD Application is a component of the proposed Bob Hope Airport Project which was analyzed and examined in a Final Mitigated Negative Declaration. On January 25, 2005, the Council adopted Resolution No. 26,891 in which the City, as a responsible agency, made certain findings and considered the Final Mitigated Negative Declaration prior to consideration of several "City Discretionary Projects", of which the PD Application is specifically included, in accordance with Title 14 California Code of

Regulations (the "CEQA Guidelines") §15096. A mitigation monitoring plan, which was adopted by the Authority, is deemed adequate by the responsible agency, and is further incorporated into the Development Agreement in accordance with CEQA Guidelines §15097.

D. The Council considered the testimony and evidence presented at the public hearings, including the report and recommendation of the Community Development Director and the action of the City Planning Board as evidenced by its Resolution No. 2964. The Council further considered the Final Mitigated Negative Declaration prior to acting on this PD Application.

E. The Council finds that this discretionary approval will not allow the construction of a commercial passenger terminal building at the Bob Hope Airport. This Ordinance further prohibits construction of a passenger terminal building at the Bob Hope Airport. Because this Ordinance does not constitute an agreement or discretionary act for the approval of a relocated or expanded airport terminal project, a vote of the people is not required pursuant to Section 11-112 of the Burbank Municipal Code.

F. On December 8, 2004, the Los Angeles County Airport Land Use Commission, after a duly noticed public hearing, found that this PD Application is consistent with goals and policies of the Los Angeles County Airport Land Use Plan in accordance with Public Utilities Code Section 21670 et seq.

THE COUNCIL OF THE CITY OF BURBANK ORDAINS AS FOLLOWS:

1. The Council hereby specifically finds that all of the facts and findings set forth in the Recitals, Parts A-F of this Ordinance are true and correct.

2. The Council specifically finds:

a. The planned development and the provisions of the Agreement are consistent with the General Plan in that the land area that would be subject to the planned development is designated as General Manufacturing by the General Plan. However, Appendix C of the General Plan provides that Airport zoning, and which authorizes Airport uses, are considered to be consistent with the General Manufacturing land use designation when the land is "adjacent to land zoned for Airport use." Since this criterion applies to the subject property, the change to the planned development zone would be consistent with the General Plan.

b. The planned development meets the design criteria set forth in Section 31-19124 of the Burbank Municipal Code, specifically:

(a) *The design of the overall planned development shall be comprehensive and shall embrace land, buildings, landscaping, and their interrelationships and shall be*

substantially consistent with the General Plan and any applicable Element of the General Plan.

The planned development integrates valet, self-park, and vehicle storage areas to effectively utilize the entire property and integrate with adjacent parking facilities. The General Plan designates the land area subject to the planned development as General Manufacturing. The General Plan provides that Airport uses are consistent with the General Manufacturing land use designation when the land is "adjacent to land zoned for Airport use." The planned development zone would be consistent with the General Plan.

(b) The planned development shall provide for adequate permanent open areas, circulation, off-street parking, and pertinent pedestrian amenities. Building structures and facilities and accessory uses within the planned development shall be well integrated with each other and to the surrounding topographic and natural features of the area.

The parking lot provides landscaped open areas along the street and access road frontages and around the valet service building. Shuttle bus stops for waiting passengers have been integrated into the parking lot at appropriate locations.

(c) The planned development shall be compatible with existing and planned land use on adjoining properties.

The airport parking lot is compatible with surrounding airport, industrial, and commercial uses. The parking lot is well integrated with valet parking facilities on the abutting property in front of the terminal building. The parking lot is an appropriate use within the noise impact area of the Airport.

(d) Any private street system or circulation system shall be designed for the efficient and safe flow of vehicles, pedestrians, bicycles, and the handicapped, without creating a disruptive influence on the activity and functions of any area or facility.

The parking lot's circulation system and the Airport access road are appropriately laid out and allow for efficient circulation of vehicles and shuttle buses. The underpass beneath the access road separates parking lot traffic from access road traffic for an efficient circulation system.

(e) The public street system within or adjacent to a planned development shall be designed for the efficient and safe flow of vehicles (including transit vehicles), pedestrians, bicycles, and the handicapped. Public streets shall be designed using standard City lane widths, capacities, and travel speeds. The design shall also include adequate space and improvements for transit vehicles and facilities for bicycle and pedestrian circulation. City standard entrance control requirements shall be maintained. Design of major streets shall also provide sidewalks, adequate street lighting, and concrete median islands on arterial streets.

The planned development does not contain any public streets. The access road and circulation aisles allow for efficient circulation of vehicles and shuttle buses through the parking areas and the airport passenger facilities.

(f) Common area and recreational facilities shall be located so as to be readily accessible to the occupants of residential uses.

The parking lot does not contain common areas or recreational facilities. The common use shuttle bus waiting shelters are dispersed throughout the lot and located at appropriate locations.

(g) *Compatibility of architectural design and appearance, including signing throughout the planned development, shall be sought. In addition, architectural harmony with surrounding neighborhoods shall be achieved so far as practicable.*

The structures in the planned development have a consistent architectural design and appearance. The structures are not readily visible from public rights of way.

(h) *Where applicable, an adequate variety of uses and facilities shall be provided in order to meet the needs of the planned development and adjacent neighborhoods.*

This planned development provides a specific facility to serve a specific need and purpose to provide valet and self-parking for Airport passengers.

(i) *The planned development and each building intended for occupancy shall be designed, placed, and oriented in a manner conducive to the conservation of energy.*

The structures will be required to comply with applicable code requirements to ensure energy conservation.

3. The Zone Map of the City of Burbank, adopted by reference by Section 31-302 of the Burbank Municipal Code is amended by changing the zone designation of that property located at 2555 N. Hollywood Way, Burbank, California, commonly known as the A-1 North Property and currently used as Star Park, together with the relocated Airport access road, shown and delineated in Exhibit "A" and more particularly described in Exhibit "B", from the M-2 Zone to the Planned Development Zone, subject to Paragraph 4 below.

4. The Conditions of Approval of the Planned Development Zone are set forth as Exhibit "C" set forth the special zoning conditions which shall apply even after the expiration of the Development Agreement. Development Review for this Planned Development Zone is approved.

5. The City Clerk shall certify to the passage of this Ordinance and cause the City Attorney Synopsis of this Ordinance to be published once in a newspaper of general circulation, published and circulated in the City of Burbank, California. The City Attorney shall have the authority to reconcile Exhibit "B", the legal description with Exhibit "A", the map, prior to the recordation. The City Clerk is directed to fill in the required appropriate information remaining in this Ordinance.

6. This Ordinance shall become effective upon the latter of: at 12:01 a.m. of the thirty-first day after publication, or when the Authority takes legal title to the A-1 North Property. If title is not taken by December 31, 2006, this Ordinance shall automatically become null and void.

7. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and this City Council hereby declares that it would have passed the remainder of this Ordinance, if such invalid portion thereof has been deleted.

8. The City Planner shall file a Notice of Determination within five working days in the same manner as the lead agency under CEQA Guidelines Section 15075, but with the statement that the City considered the Mitigated Negative Declaration as prepared by the lead agency pursuant to CEQA Guidelines Section 15096 (i).

PASSED AND ADOPTED this 1st day of February, 2005.

Marsha R. Ramos
Marsha R. Ramos
Mayor of the City of Burbank

Attest:

Margarita Campos
Margarita Campos, City Clerk

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney

By: Mary F. Riley
Mary F. Riley, Sr. Asst. City Attorney

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

I, Margarita Campos, City Clerk of the City of Burbank, do hereby certify that the foregoing Ordinance No. 3660 was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the 1st day of February, 2005, by the following vote:

AYES: Council Members Campbell, Golonski, Murphy and Ramos.

NOES: Council Member Vander Borcht.

ABSENT: Council Members ~~None~~.

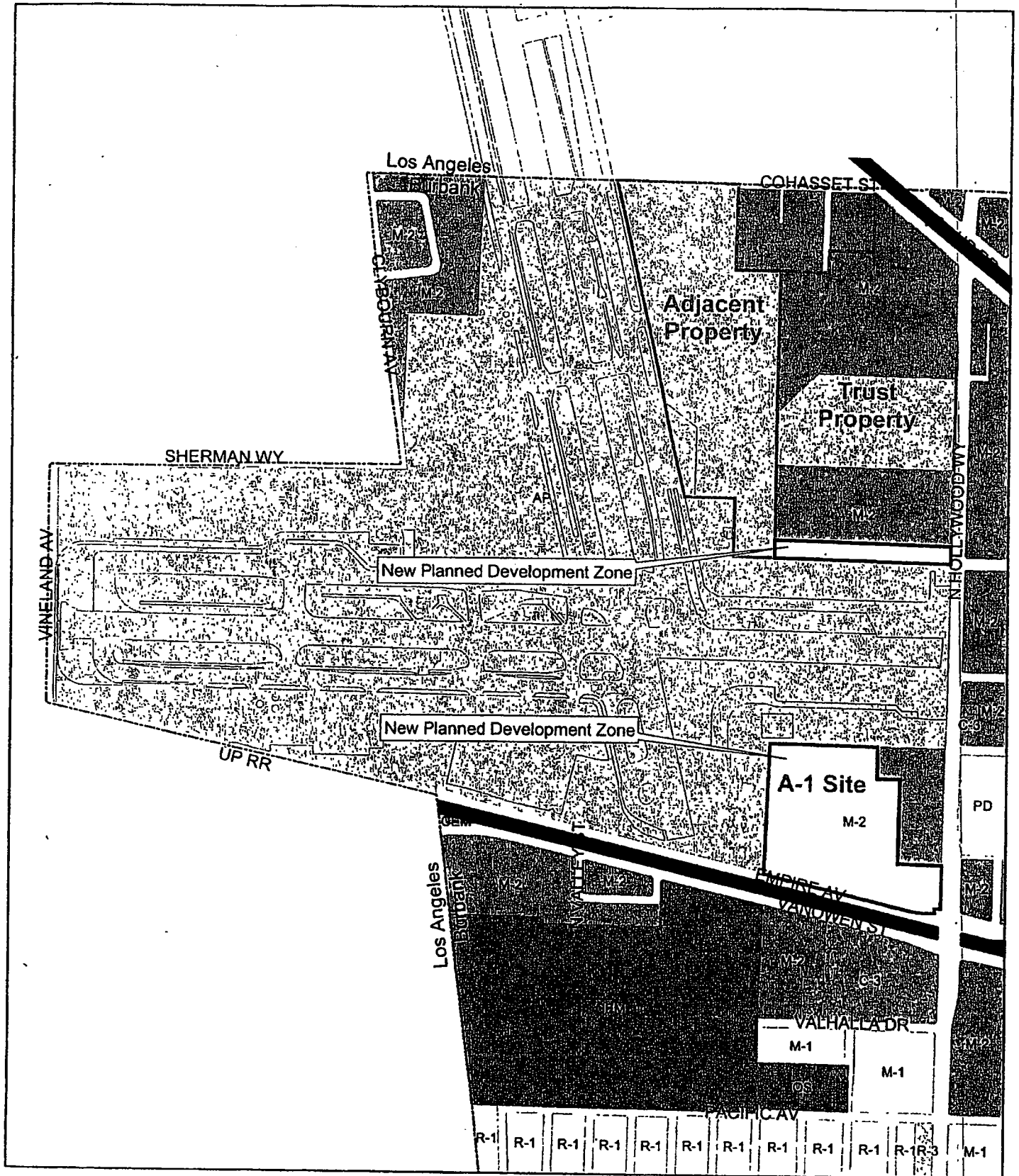
I further certify that said Synopsis was published as required by law in a newspaper of general circulation in the City of Burbank, California on the 12th day of February, 2005.

Margarita Campos
Margarita Campos, City Clerk

EXHIBIT A

Map/Diagram of Property being rezoned to Planned Development Zone

[this is also set forth as Page 0005 to the Staff Report Exhibits]



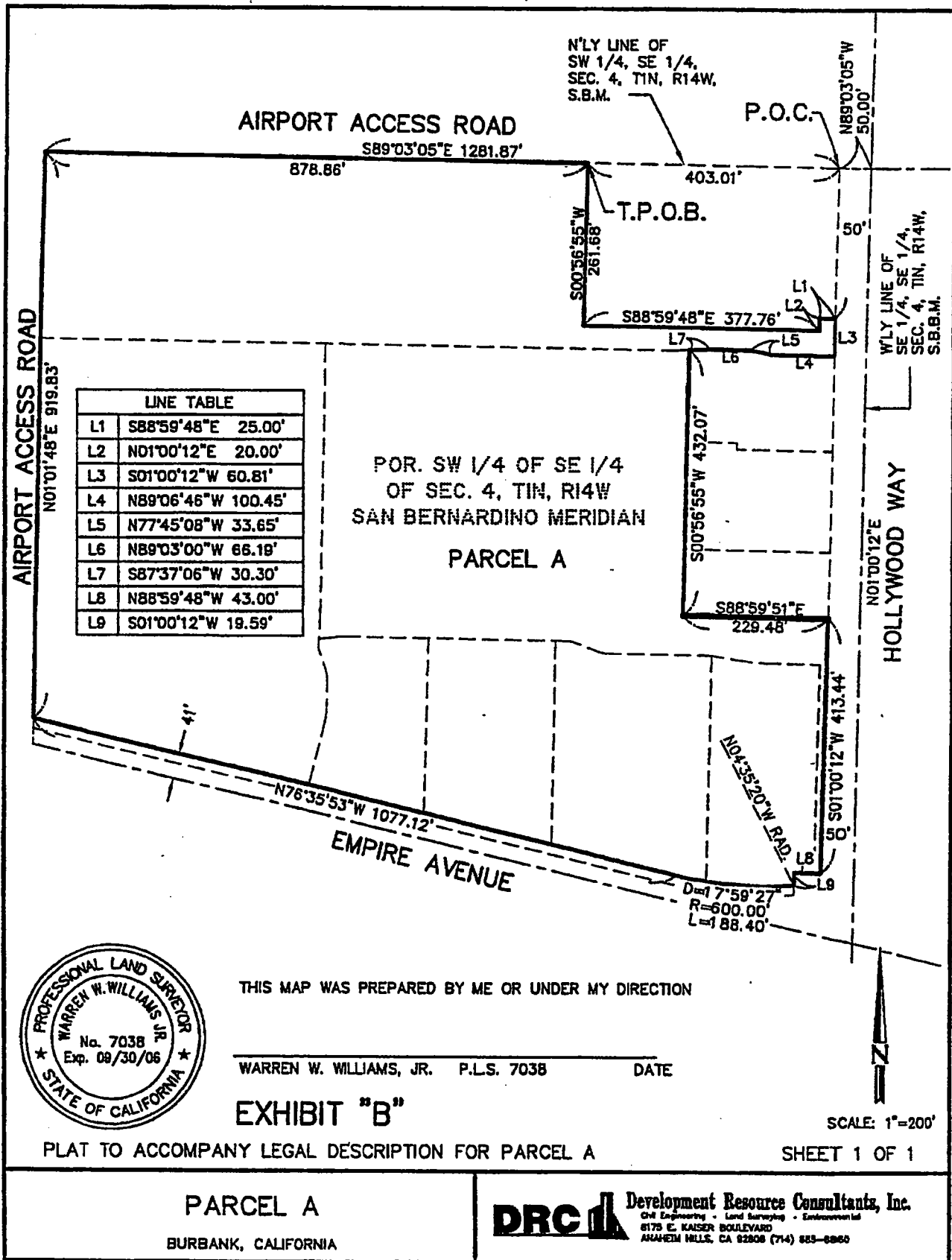
Proposed Zoning
with Planned Development Zones

EXHIBIT A



EXHIBIT B
Legal Description
of Planned Development Zone for Project No. 2004-169

[this is also set forth as Exhibits 9, 10, 17A and 17B to the Development Agreement or Pages 00081 through 00083 and 000104 through 000106 of the Staff Report Exhibits]



A-1 North Property legal description

EXHIBIT "A"**PARCEL A**

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, DISTANT WESTERLY THEREON 50 FEET FROM THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, AS SHOWN ON THE MAP OF TRACT NO. 6847, FILED IN BOOK 135, PAGES 34 AND 35 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF HOLLYWOOD WAY, 100 FEET WIDE; THENCE ALONG SAID NORTHERLY LINE, NORTH 89°03'05" WEST, 403.01 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID NORTHERLY LINE, SOUTH 00°56'55" WEST, 261.68 FEET, THENCE SOUTH 88°59'48" EAST, 377.76 FEET, THENCE NORTH 01°00'12" EAST, 20.00 FEET; THENCE SOUTH 88°59'48" EAST, 25.00 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 01°00'12" WEST, 60.81 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE NORTH 89°06'46" WEST, 100.45 FEET; THENCE NORTH 77°45'08" WEST, 33.65 FEET; THENCE NORTH 89°03'00" WEST, 66.19 FEET; THENCE SOUTH 87°37'06" WEST, 30.30 FEET; THENCE SOUTH 00°56'55" WEST, 432.07 FEET; THENCE SOUTH 88°59'51" EAST, 229.48 FEET TO SAID WESTERLY RIGHT OF WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 01°00'12" WEST, 413.44 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 88°59'48" WEST, 43.00 FEET; THENCE SOUTH 01°00'12" WEST, 19.59 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 600.00 FEET, A RADIAL THROUGH SAID POINT BEARS NORTH 04°35'20" WEST; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°59'27" AN ARC LENGTH OF 188.40 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 41.00 FEET NORTHERLY OF THE CENTERLINE OF EMPIRE AVENUE, AS SHOWN ON SAID MAP; THENCE ALONG SAID PARALLEL LINE NORTH 76°35'53" WEST, 1077.12 FEET; THENCE LEAVING SAID PARALLEL LINE NORTH 01°01'48" EAST, 919.83 FEET TO SAID NORTHERLY LINE; THENCE ALONG SAID NORTHERLY LINE SOUTH 89°03'05" EAST, 878.86 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 26.46 ACRES, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

000083

SCALE: 1" = 80'

SHEET 1 OF 1 SHEET

LEGAL DESCRIPTION MAP PARCEL B

IN THE CITY OF BURBANK
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

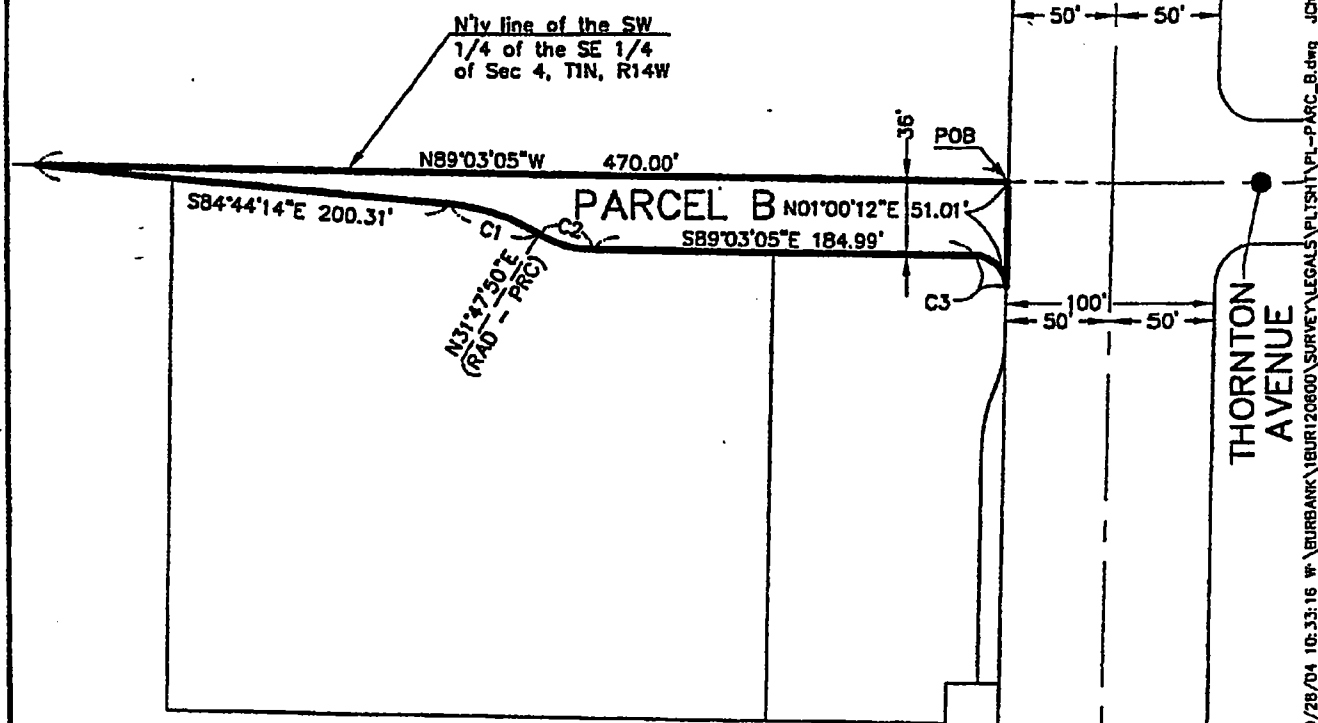


80' 0' 80' 160'

GRAPHIC SCALE

1" = 80'

CURVE DATA			
CURVE	DELTA	LENGTH	RADIUS
C1	26°32'04"	46.31'	100.00'
C2	31°47'50"	27.75'	50.00'
C3	90°03'17"	23.58'	15.00'



DATE: 09/28/04 REVISED ON:
JOB No: 1BUR120600 TASK 100

Plotted: 09/28/04 10:33:16 W:\BURBANK\1BUR120600\SURVEY\LEGALS\PL\SH\PL-PARC_B.dwg JChloppe

Burbank - Glendale -
Pasadena Airport Authority

PL-PARC_B

PSOMAS

9444 West Century Boulevard
Suite 202
West Los Angeles, CA 90044
C3 00104 0102 C3 00104-0277 (050)

000104

Legal Description of Street Realignment Parcel

000105

PSOMAS

LEGAL DESCRIPTION

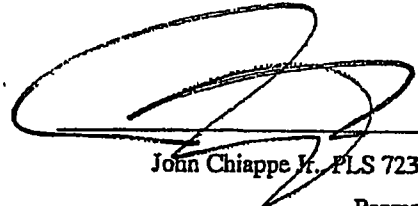
PARCEL B

That portion of the Southwest Quarter of the Southeast Quarter of Fractional Section 4, Township 1 North, Range 14 West, San Bernardino Base and Meridian in the City of Burbank, County of Los Angeles, State of California, described as follows:

Beginning at the intersection of the northerly line of said Southeast Quarter of Fractional Section 4 and the westerly line of Hollywood Way, 100 feet wide, thence westerly along said northerly line, North 89°03'05" West 470.00 feet; thence South 84°44'14" East 200.31 feet to the beginning of a curve concave southwesterly and having a radius of 100.00 feet; thence southeasterly 46.31 feet along said curve through a central angle of 26°32'04" to a point of reverse curvature, to which a radial line bears South 31°47'50" West, said curve being concave northeasterly and having a radius of 50.00 feet; thence easterly 27.75 feet along said curve through a central angle of 31°47'50" to a line parallel with and 36.00 feet southerly of said northerly line of said Southeast Quarter of Fractional Section 4; thence easterly along said parallel line, South 89°03'05" East 184.99 feet to the beginning of a curve concave southwesterly and having a radius of 15.00 feet and being tangent at its southerly terminus to said westerly line of Hollywood Way; thence 23.58 feet along said curve through a central angle of 90°03'17" to said westerly line of Hollywood Way; thence northerly along said westerly line, North 01°00'12" East 51.01 feet to the point of beginning.

This Legal Description is shown on the accompanying "Legal Description Map - Parcel B" which is made a part hereof for reference purposes and was prepared as a convenience and is not intended for the use in the division and/or conveyance of land in violation of the Subdivision Map Act of the State of California.




John Chiappe Jr., PLS 7230
Psomas

Date: 7/28/04

EXHIBIT C

**CONDITIONS OF APPROVAL
PROJECT NO. 2004-169, PLANNED DEVELOPMENT
WITH DEVELOPMENT REVIEW**

**A-1 North Property, 2555 N. Hollywood Way
Burbank-Glendale-Pasadena Airport Authority, Applicant**

Conditions Establishing Use and Development Standards

1. Project No. 2004-169, a planned development with development review, authorizes the construction and operation of a relocated Airport access road and a surface airport parking and vehicle storage facility for use by airport passengers, and for the storage of new and rental vehicles. The property subject to this planned development shall be used only for the relocated access road and for a surface parking/vehicle storage facility and shall not be used in whole or in part for any other use, including but not limited to other airport related uses.

2. Development of the subject property and operations on the site shall remain in substantial conformance with the application forms and plans (stamped as Exhibits 6-1 and 6-2) submitted by the applicant, approved and/or modified by the City Council, and placed on file in the office of the Planning Division, except as modified by the conditions herein, or by subsequent modifications determined by the Community Development Director, Planning Board, or City Council to be in substantial conformance with these conditions of approval pursuant to the procedure set forth in Section 3.6(c) of the development agreement.

3. Pursuant to the plans submitted by the applicant, this planned development shall contain four "zones" numbered 1 through 4 as shown on Sheet 2 of Exhibit G-2. The applicant shall have the flexibility to vary the type of parking uses within each of the four zones as necessary and appropriate for Airport operations. A single zone may contain more than one type of parking use authorized for that zone at the same time. The permitted parking/storage uses within each of the zones shall be as follows:
 - a) Zone 1: valet parking and related valet building facilities
 - b) Zone 2: valet parking, passenger self-parking, rental car storage, and/or new car storage
 - c) Zone 3: valet parking, passenger self-parking, rental car storage, and/or new car storage
 - d) Zone 4: valet parking, passenger self-parking, rental car storage, and/or new car storage

The land area of the planned development not assigned to a particular zone on the submitted plans shall be authorized only for use as part of the Airport access

road. This includes the strip of land separating Zone 1 from Zones 2, 3, and 4 and the strip of land at the southwest corner of the intersection of Hollywood Way, Thornton Avenue, and the Airport access road.

4. This planned development authorizes the construction and/or maintenance of the following buildings:
 - a) Car wash building: 2,300 square feet (existing, south end of Zone 1)
 - b) Valet building: not to exceed 3,200 square feet (north end of Zone 1)
 - c) Column-supported awning: not to exceed 3,000 square feet (north end of Zone 1)
 - d) Porte cochere: not to exceed 5,000 square feet (north end of Zone 1)
 - e) Parking attendant fee collections booths
 - f) Bus shelters for persons waiting to board the shuttle bus to the terminal

No building within the planned development shall exceed a height of 25 feet. With the exception of parking attendant booths and bus shelters, no buildings shall be permitted in Zones 2, 3, and 4. The only buildings permitted in Zone 1 shall be those listed in this condition of approval. This planned development does not authorize the erection of any buildings other than those shown on the submitted plans and identified herein.

5. The number of parking spaces in the planned development shall not exceed 2,940. This total number of spaces shall be inclusive of all valet, self-park, new car storage, and rental car storage spaces. At no time shall the number of actual vehicles parked within the planned development exceed the number of approved parking spaces.
6. All parking spaces shall be located on grade on a paved surface. No above grade, semi-subterranean, or subterranean parking structures shall be permitted. A subterranean underpass shall be permitted beneath the north-south portion of the Airport access road to provide access between Zones 1 and 2. No vehicle parking or storage shall occur in the underpass.
7. Except as specifically exempted by the conditions herein, all improvements shall comply with the development standards applicable to the M-2 General Industrial zone consistent with the requirements of the development agreement, and specifically Sections 3.1, 3.4, and 3.5 of the agreement, including but not limited to building setbacks and height, parking layout and design, landscaping, and setbacks.
8. A landscaped setback with a minimum depth of five feet shall be provided along the Empire Avenue and Hollywood Way street frontages and along the edges of the Airport access road. Any fencing shall be provided behind the required landscaped setback such that the landscaping is visible from the streets and access road. The submitted landscape plan shall be modified so as to provide

the required landscaped setback at the corner of Hollywood Way and Empire Avenue.

9. The security fence around the property shall not be chain link material, and shall be wrought iron or similar decorative material. Barbed wire shall not be utilized on the fence.
10. The applicant shall be permitted to utilize different parking design and landscape standards depending upon the type of parking pursuant to conditions 11 and 12. Each zone may contain more than one type of parking at the same time, and therefore may utilize different parking and landscape standards at the same time.
11. Those areas of the planned development that are utilized for self-parking shall comply with the following standards:
 - a) Parking space and aisle design: All parking spaces shall be full size with a width of no less than nine feet and depth no less than 18 feet. All drive aisles, backup distances, and other parking lot design features shall conform to the standards of the Burbank Municipal Code in effect as of the effective date of this planned development.
 - b) Landscaping: Parking areas shall conform to the landscape standards of the Burbank Municipal Code in effect as of the effective date of this planned development, except that only 38 percent (in lieu of 40 percent) of the parking area shall be shaded by trees within 15 years of planting. The submitted landscape plan shall be modified to reflect the requirement that at least 10 percent of the parking lot area be landscaped.
12. Those areas of the planned development that are utilized exclusively for valet parking or vehicle storage shall comply with the following standards. However, if the area used for valet parking or vehicle storage is shared with self-parking or otherwise accessible by self-parking drivers, the entire area shall comply with the standards for self-parking areas pursuant to condition 11.
 - a) Parking space and aisle design: Parking spaces, drive aisles, and backup distances need not conform to code standards and may be designed as needed to meet the valet and/or vehicle storage needs.
 - b) Landscaping: Parking areas shall conform to the landscape standards of the Burbank Municipal Code in effect as of the effective date of this planned development, except that only 22 percent (in lieu of 40 percent) of the parking area shall be shaded by trees within 15 years of planting.
 - c) Additional Off-Site Landscaping. To satisfy the spirit and intent of the BMC landscape standards, the Authority shall: (1) submit an illustrative landscape plan solely for the purpose of determining the number of trees, of the type and species selected by the Authority, which are necessary to comply fully with the BMC landscape standards; (2) determine the difference between the number of trees required to comply with the BMC

landscape standards and the number of trees required to comply with Condition 12(b); and (3) develop a landscape plan to provide for the planting of the incremental difference in the number of trees, of the same type and species as shown on the illustrative landscape plan, on other property subject to the Development Agreement. The landscaping plan pursuant to subsection (3) of this provision shall be submitted to the City in accordance with Condition #19.

13. If the applicant removes trees after planting for the purpose of converting a self-park area to a valet parking area or vehicle storage area, any subsequent trees planted in that area for the purpose of replacing removed trees and/or to convert the area back to a self-park area shall be of advanced maturity so as to account for the growing time lost due to the initial tree removal to the satisfaction of the Park, Recreation, and Community Services Director.

Conditions to be Satisfied Prior to Issuance of Grading or Building Permits

14. The applicant shall obtain a grading permit (if required) and site development permit from the Community Development Department Building Division prior to commencing work on the parking facility, and shall obtain any other permits required for construction of the facility and buildings. Such permits shall be processed as consistent Subsequent Applications pursuant to Section 3.6 of the development agreement.
15. The architectural design of all buildings shall allow for an unobstructed view of all ground level doors and windows. Landscaping or other barriers around buildings shall not obscure visibility of doors and windows to the satisfaction of the Chief of Police.
16. The applicant shall submit to Burbank Water and Power and the Public Works department plans for the project site showing all existing electric, water, sewer, storm drain, and other below ground and above ground utility facilities in relation to the proposed site improvements. In the event any of the utility facilities would be relocated or altered in conjunction with the project, the applicant shall provide plans showing the proposed changes.
17. The applicant shall submit a hydrology study and hydrology/hydraulic calculations and site drainage plans to the satisfaction of the Public Works Director.
18. The applicant shall cause the preparation of a pavement study to establish pre-construction roadway conditions and to analyze and recommend pavement improvements along Hollywood Way from Empire Avenue to Winona Avenue. If any pavement improvements or repairs are identified in the study as resulting from construction of the subject project, the applicant shall be responsible for the cost of any pavement repairs or improvements that its construction activities caused.

Conditions to be Satisfied During Construction and Prior to Issuance of Certificate of Occupancy or Final Inspection Approval

19. The applicant shall submit to the City landscape and irrigation plans prepared by a licensed landscape architect. The plans shall be reviewed and approved by the Park, Recreation, and Community Services Department prior to the installation of any landscaping.
20. The applicant shall install an irrigation bubbler system for street trees along the west side of the Hollywood Way frontage of the subject property to the satisfaction of the Park, Recreation, and Community Services Director.
21. The applicant shall protect in place all street trees on Hollywood Way and Empire Avenue. The applicant shall install new street trees along the west side of the Hollywood Way frontage of the subject property if deemed necessary by, and to the satisfaction of, the Park, Recreation, and Community Services Director.
22. The applicant shall install lighting devices throughout the parking lot such that the entire lot is illuminated at all times with light having an intensity of at least two foot-candles at ground level. All lighting devices shall have vandal resistant covers to the satisfaction of the Chief of Police. Modifications to this lighting requirement may be approved if the applicant demonstrates that compliance with this condition would violate an airport development or operations requirement dictated by the Federal Aviation Administration or other federal or state agency.
23. The applicant shall install and maintain secure fencing with locking gates and appropriate lighting during construction to the satisfaction of the Chief of Police.
24. During construction, the applicant shall provide the Police Department with emergency contact information for the Airport Authority and its contractors to address any problems encountered outside of construction hours.
25. All exterior building doors, other than primary entry doors, shall be self-closing and self-locking to prevent trespassing.
26. The applicant shall install signs showing the street address or addresses of the parking facility and the buildings therein. The signs shall be prominently visible from Hollywood Way and Empire Avenue and shall include numbers no less than six inches tall. Such address signs shall be installed and displayed to the satisfaction of the Chief of Police and the Fire Chief. The applicant shall also provide address numbers and any other identifying information on the roofs of the buildings on the property so as to be visible from police helicopters to the satisfaction of the Chief of Police.

27. The applicant shall provide to the Police Department a site map of the parking facility upon completion of construction to the satisfaction of the Chief of Police.
28. The applicant shall be responsible for the cost of relocating and undergrounding any overhead electrical lines that would be in conflict with the proposed improvements. The applicant shall be responsible for providing an alternative electrical source to replace existing facilities that are to be relocated or removed.
29. The applicant shall be responsible for the cost of all on-site and off-site relocation or replacement of utilities or other infrastructure that is necessary as a result of the proposed improvements, including but not limited to the relocation or replacement of power poles, power lines, underground vaults, street lights, traffic signal poles, water lines, sewer lines, catch basins, and equipment or fixtures related thereto.
30. The applicant shall be responsible for the installation of all necessary electrical substructure that would be relocated or altered as a result of the proposed project including but not limited to electrical ducts, pull boxes, switch pads, and on-site transformer pads.
31. Payment for work identified herein for which the applicant is responsible for the cost shall be made to the appropriate City department or other utility agency in a time and manner deemed appropriate by the department director or agency representative. The applicant shall be responsible for paying Burbank Water and Power Aid-in-Construction fees to cover the cost of on- and off-site improvements that result from the project pursuant to City of Burbank Rules and Regulations. The Authority and the City shall share the costs of all street improvements, utility relocation, and other work related to the realignment of the Airport access road work at the intersection of Hollywood Way and Thornton Avenue pursuant to Section 4.1 of the development agreement.
32. On-site drainage shall not flow across a public sidewalk or parkway; it shall be conveyed by underground drains to the gutter through the curb face. If an underground system is to be connected to an existing Los Angeles County Public Works storm drain system/catch basin, a Los Angeles County Storm Drain Connection permit shall be required. The applicant shall comply with all requirements of the National Pollutant Discharge Elimination System (NPDES) and Standard Urban Stormwater Mitigation Plan (SUSMP).
33. The applicant shall protect in place all survey monuments, or shall re-establish the monuments to the satisfaction of the Public Works Director.
34. The applicant shall remove all unused driveways and shall reconstruct them with curb, gutter, and sidewalk to the satisfaction of the Public Works Director. This shall include, but is not limited to, the abandoned driveways along Empire Avenue.

35. The applicant shall replace all broken, uneven, or substandard sidewalk, driveway, pedestrian ramps, pavement, curb, and gutter fronting the subject property on the west side of Hollywood Way to the satisfaction of the Public Works Director. All work in the City right-of-way shall comply with Burbank Standard Plans and shall be approved by the Public Works Director.
36. The applicant shall cause the installation of directional arrows on the pavement throughout the parking lot at every access aisle or driveway intersection and appropriate striping to identify traffic lanes around the parking attendant booths. All work shall be done to the satisfaction of the Public Works Director.
37. The applicant shall cause the installation of all on-site directional and warning signs deemed necessary and appropriate by the Public Works Director, including but not limited to "Stop," "Right Lane Must Turn Right," "Road Narrows," "Do Not Enter," and "Authorized Vehicles Only" signs at appropriate locations.
38. The applicant shall cause to be recorded all utility and other easements required for the subject property to the satisfaction of the City of Burbank, including but not limited to utility easements for above ground and underground electrical service, water service, and sewer service. Any existing easements on the project site shall be maintained unless the utility facilities therein are relocated, in which case a new easement shall be recorded.
39. The applicant shall provide evidence to the City that there has been recorded a 16-foot dedication along the southern edge of the property for the purpose of widening Empire Avenue that was previously anticipated on a Parcel Map application submitted by the property owner.

Conditions to be Satisfied on an Ongoing Basis

40. Vehicle ingress and egress from non-signalized intersections shall not disrupt the normal traffic flow on public rights-of-way. The Chief of Police and the Public Works Director shall have the authority to place, or cause the applicant to place, signs or physical barriers preventing certain vehicular ingress and egress movements at non-signalized intersections, should it be determined that such movements are disrupting the traffic flow on a public right-of-way.
41. The Public Works Director shall have the discretion to prohibit parking along Hollywood Way and Empire Avenue fronting and adjacent to the subject property as deemed necessary for traffic circulation or visibility purposes.
42. The applicant shall comply with all mitigation measures identified in the Mitigated Negative Declaration adopted by the Burbank-Glendale-Pasadena Airport Authority on October 27, 2004.

43. The applicant shall comply with any and all terms and commitments identified in the final development agreement executed by the City of Burbank and the Burbank-Glendale-Pasadena Airport Authority in conjunction with this Project No. 2004-169, a planned development with development review, as may be applicable to the development and use of the subject property.
44. The applicant shall comply with all federal, state, and local laws. Violation or conviction of any of those laws in connection with the use will be cause for termination of this planned development subject to the dispute resolution provisions of the development agreement.
45. These conditions of approval shall be listed on the title or specifications page of all plans submitted to the Building Division.
46. The applicant acknowledges all of the conditions imposed and accepts this planned development and development agreement subject to those conditions and with full awareness of all applicable provisions of the Burbank Municipal Code.

ORDINANCE NO. 3661

AN ORDINANCE OF THE COUNCIL OF THE CITY OF BURBANK APPROVING A PLANNED DEVELOPMENT FOR PROJECT NO. 2004-170 (BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, APPLICANT) (Parking Lot A Property).

City Attorney Synopsis

This Ordinance changes the Zone Map of the City of Burbank for the property generally located at 2729 N. Hollywood Way at the terminus of Winona Avenue from the M-2 Zone to the Planned Development Zone. This rezoning limits the use of the property to Airport-related parking only. This project is part of the Bob Hope Airport Project. The City, as a responsible agency under the California Environmental Quality Act, considered the Mitigated Negative Declaration approved by the Authority prior to approving this rezoning.

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The Council of the City of Burbank at its regular meeting of January 18, 2005 held a duly noticed public hearing on the rezoning request for the portion of the property located at 2729 N. Hollywood Way at the terminus of Winona Avenue from the M-2 Zone to the Planned Development Zone applied for by the Burbank-Glendale-Pasadena Airport Authority. The portion of the property is approximately 4.47 acres of land. The Council continued the hearing and deliberations to January 25, 2005.

B. The hearing complies with the requirements of the "Planned Development Ordinance" as set forth in BMC Section 31-19118 et seq., which authorizes a planned development rezoning for unique commercial activities. As part of the Planned Development Ordinance, BMC Section 31- 19128 relies on a development agreement as the legal mechanism for the full implementation and enforcement of the approved planned development rezoning process. The development agreement approved by Ordinance No. 3659 (the "Development Agreement") in part, implements the Planned Development rezoning for Project No. 2004-170 (2729 N. Hollywood Way/Parking Lot A) (hereafter the "PD Application").

C. This PD Application is a component of the proposed Bob Hope Airport Project which was analyzed and examined in a Final Mitigated Negative Declaration. On January 25, 2005, the Council adopted Resolution No. 26,891 in which the City, as a responsible agency, made certain findings and considered the Final Mitigated Negative Declaration prior to its consideration of several "City Discretionary Projects" ,of which the PD Application is specifically included, in accordance with Title 14 California Code of Regulations (the "CEQA Guidelines") §15096. A mitigation monitoring plan, which was adopted by the Authority, is deemed adequate by the responsible agency, and is

further incorporated into the Development Agreement in accordance with CEQA Guidelines §15097.

D. The Council considered the testimony and evidence presented at the public hearings, including the report and recommendation of the Community Development Director and the action of the City Planning Board as evidenced by its Resolution No. 2964. The Council further considered the Final Mitigated Negative Declaration prior to acting on this PD Application.

E. The Council finds that this discretionary approval will not allow the construction of a commercial passenger terminal building at the Bob Hope Airport. This Ordinance further prohibits construction of a passenger terminal building at the Bob Hope Airport. Because this Ordinance does not constitute an agreement or discretionary act for the approval of a relocated or expanded airport terminal project, a vote of the people is not required pursuant to Section 11-112 of the Burbank Municipal Code.

F. On December 8, 2004, the Los Angeles County Airport Land Use Commission, after a duly noticed public hearing, found that this PD Application is consistent with goals and policies of the Los Angeles County Airport Land Use Plan in accordance with Public Utilities Code Section 21670 et. seq.

THE COUNCIL OF THE CITY OF BURBANK ORDAINS AS FOLLOWS:

1. The Council hereby specifically finds that all of the facts and findings set forth in the Recitals, Parts A-F of this Ordinance are true and correct.

2. The Council specifically finds:

a. The planned development is consistent with the General Plan in that the land area that would be subject to the planned development is designated as General Manufacturing by the General Plan. However, Appendix C of the General Plan provides that Airport zoning, which authorizes Airport uses, are considered to be consistent with the General Manufacturing land use designation when the land is "adjacent to land zoned for Airport use." Since this criterion applies to the subject property, the change to the planned development zone would be consistent with the General Plan.

b. The planned development meets the design criteria set forth in Section 31-19124 of the Burbank Municipal Code specifically:

(a) The design of the overall planned development shall be comprehensive and shall embrace land, buildings, landscaping, and their interrelationships and shall be substantially consistent with the General Plan and any applicable Element of the General Plan.

The passenger and employee parking areas of the relocated Lot A have been well integrated with existing development on the project site. The parking lot has been designed to accommodate circulation by Airport shuttle buses and provide efficient ingress and egress from Hollywood Way. The General Plan designates the land area that would be subject to the planned development as General Manufacturing. The General Plan provides that Airport uses are consistent with the General Manufacturing land use designation when the land is "adjacent to land zoned for Airport use." The planned development zone would therefore be consistent with the General Plan.

(b) The planned development shall provide for adequate permanent open areas, circulation, off-street parking, and pertinent pedestrian amenities. Building structures and facilities and accessory uses within the planned development shall be well integrated with each other and to the surrounding topographic and natural features of the area.

The parking lot provides landscaped open space areas, especially around the perimeter and along the Hollywood Way frontage. Shuttle bus stops for waiting passengers have been well integrated into the parking lot at appropriate locations.

(c) The planned development shall be compatible with existing and planned land use on adjoining properties.

The Airport parking lot is compatible with surrounding airport uses and any industrial or commercial uses that would potentially locate on the adjacent B-6 Trust Property. The parking lot is an appropriate use within the noise impact area of the Airport.

(d) Any private street system or circulation system shall be designed for the efficient and safe flow of vehicles, pedestrians, bicycles, and the handicapped, without creating a disruptive influence on the activity and functions of any area or facility.

The parking lot's circulation system is appropriately laid out and allows for efficient circulation of passenger and employee vehicles and shuttle buses. With the changes to the site plan recommended by the Public Works Department, the circulation system would work well to serve the needs of airport passengers and employees.

(e) The public street system within or adjacent to a planned development shall be designed for the efficient and safe flow of vehicles (including transit vehicles), pedestrians, bicycles, and the handicapped. Public streets shall be designed using standard City lane widths, capacities, and travel speeds. The design shall also include adequate space and improvements for transit vehicles and facilities for bicycle and pedestrian circulation. City standard entrance control requirements shall be maintained. Design of major streets shall also provide sidewalks, adequate street lighting, and concrete median islands on arterial streets.

The planned development does not contain any public streets. The circulation aisles allow for efficient circulation of vehicles and shuttle buses.

(f) *Common area and recreational facilities shall be located so as to be readily accessible to the occupants of residential uses.*

The parking lot does not contain common areas or recreational facilities. The common use shuttle bus waiting shelters are dispersed throughout the lot and located at appropriate locations so as to be easily accessible by pedestrians from all areas of the parking lot.

(g) *Compatibility of architectural design and appearance, including signing throughout the planned development, shall be sought. In addition, architectural harmony with surrounding neighborhoods shall be achieved so far as practicable.*

The planned development contains no structures other than parking attendant booths that are located a substantial distance from the public right of way.

(h) *Where applicable, an adequate variety of uses and facilities shall be provided in order to meet the needs of the planned development and adjacent neighborhoods.*

This planned development provides a specific facility to serve a specific need and purpose to provide parking for Airport passengers and employees.

(i) *The planned development and each building intended for occupancy shall be designed, placed, and oriented in a manner conducive to the conservation of energy.*

The planned development contains no structures other than parking attendant booths.

3. The Zone Map of the City of Burbank, adopted by reference by Section 31-302 of the Burbank Municipal Code is amended by changing the zone designation of that property located at 2729 N. Hollywood Way, Burbank, California, shown and delineated in Exhibit "A" and more particularly described in Exhibit "B", from the M-2 Zone to the Planned Development Zone subject to Paragraph 4 below.

4. The Conditions of Approval of the Planned Development Zone are set forth as Exhibit "C" set forth the special zoning conditions which shall apply even after the expiration of the Development Agreement.

5. The City Clerk shall certify to the passage of this Ordinance and cause the City Attorney Synopsis of this Ordinance to be published once in a newspaper of general circulation, published and circulated in the City of Burbank, California. The City Attorney shall have the authority to reconcile Exhibit "B", the legal description with Exhibit "A", the map, prior to the recordation. The City Clerk is directed to fill in the required appropriate information remaining in this Ordinance.

6. This Ordinance shall become effective upon the latter of: at 12:01 a.m. of the thirty-first day after publication, or when Ordinance No. 3660 approving Project No.

2004-169 (Planned Development Rezoning - A-1 North Property) becomes effective. This Ordinance shall automatically become null and void if Ordinance No. 3660 fails to become effective by December 31, 2006.

7. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and this City Council hereby declares that it would have passed the remainder of this Ordinance, if such invalid portion thereof has been deleted.

8. The City Planner shall file a Notice of Determination within five working days in the same manner as the lead agency under CEQA Guidelines Section 15075, but with the statement that the City considered the Mitigated Negative Declaration as prepared by the lead agency pursuant to CEQA Guidelines Section 15096 (i).

PASSED AND ADOPTED this 1st day of February, 2005.

Marsha R. Ramos
Marsha R. Ramos
Mayor of the City of Burbank

Attest:

Margarita Campos
Margarita Campos, City Clerk

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney

By: Mary F. Riley
Mary F. Riley, Sr. Asst. City Attorney

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

I, Margarita Campos, City Clerk of the City of Burbank, do hereby certify that the foregoing Ordinance No. 3661 was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the 1st day of February, 2005, by the following vote:

AYES: Council Members Campbell, Golonski, Murphy and Ramos.

NOES: Council Member Vander Borcht.

ABSENT: Council Members None.

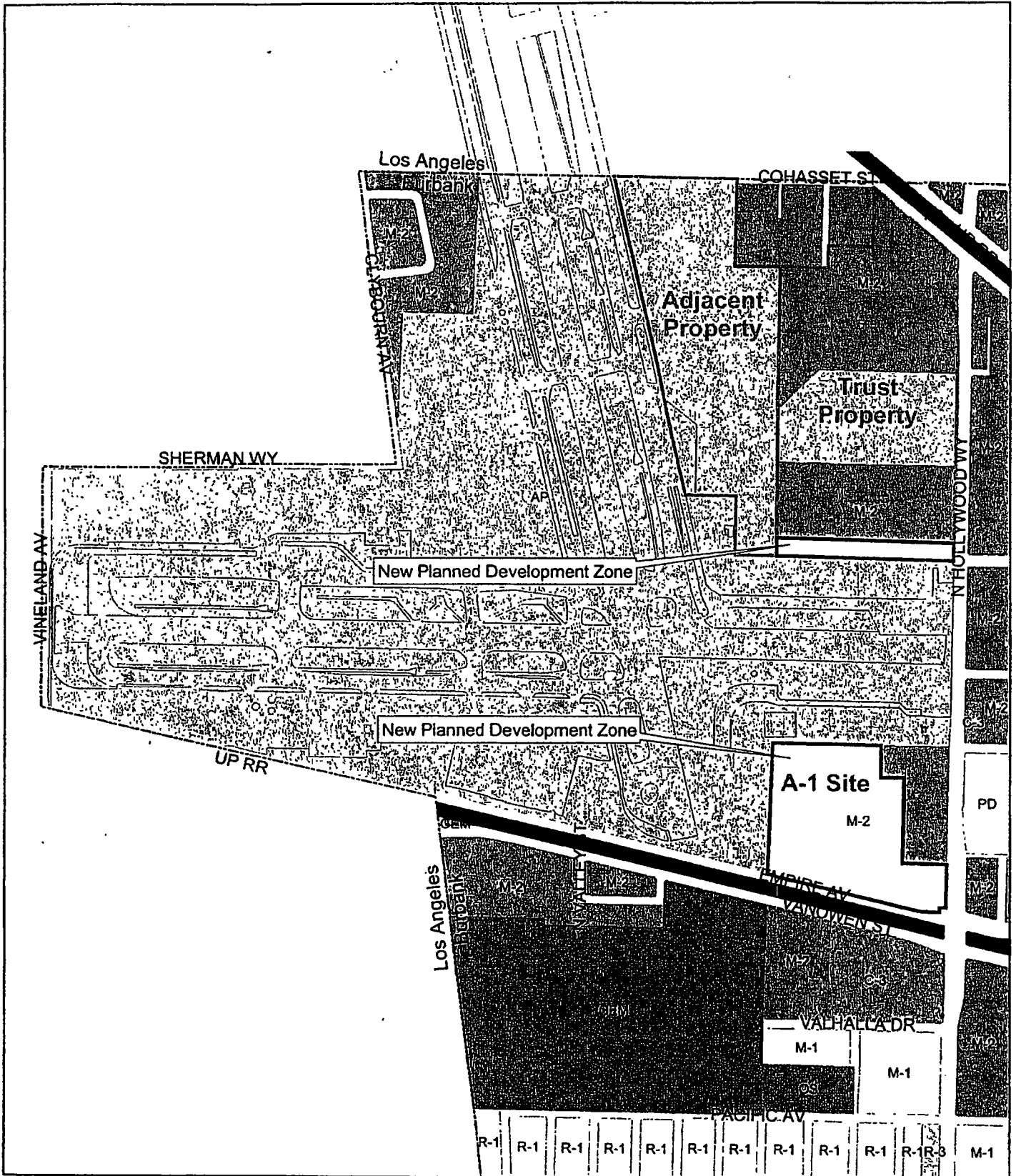
I further certify that said Synopsis was published as required by law in a newspaper of general circulation in the City of Burbank, California on the 12th day of February, 2005.

Margarita Campos
Margarita Campos, City Clerk

EXHIBIT A

Map/Diagram of Property being rezoned to Planned Development Zone

[this is also set forth as Page 00005 to the Staff Report Exhibits]



Proposed Zoning
with Planned Development Zones

EXHIBIT A



EXHIBIT B

of Planned Development Zone for Project No. 2004-170

**[this is also set forth as Exhibits 18 and 19 to the Development Agreement or
Pages 000108 through 000112 of the Staff Report Exhibits]**

**[NOTE: The Planned Development Zone for Project No. 2004-170 includes only
the portion of the property described and depicted in this Exhibit that previously
was zoned M-2.]**

3661

SCALE: 1" = 300'

SHEET 1 OF 1 SHEET

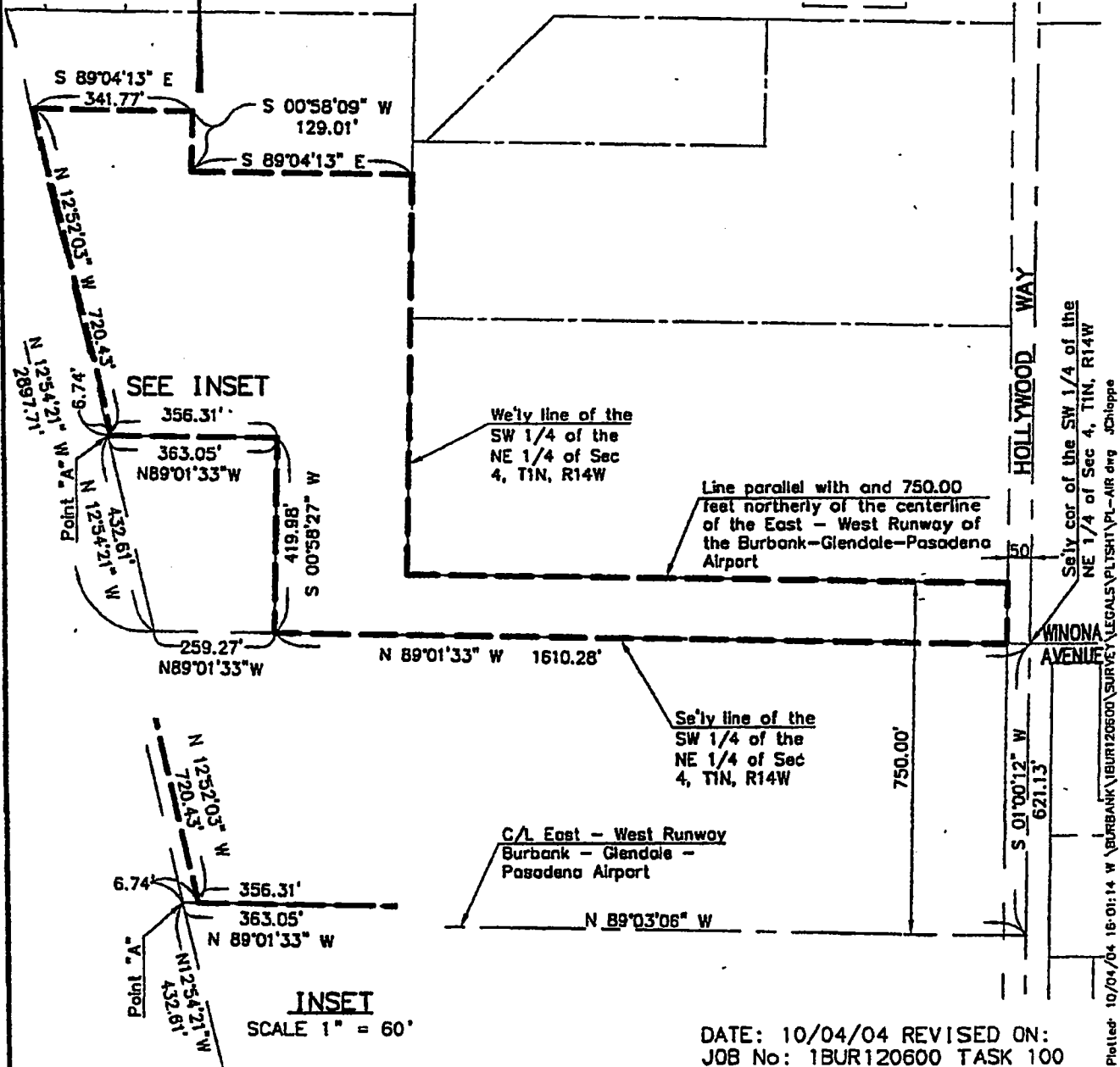
LEGAL DESCRIPTION MAP LOT A

IN THE CITY OF BURBANK
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

300' 0' 300' 600'

GRAPHIC SCALE

1" = 300'



Burbank - Glendale -
Pasadena Airport Authority

PL-AIR

PSOMAS

1144 West Olympic Boulevard
Suite 200
West Los Angeles, CA 90024
(310) 854-5700 (310) 854-7770

DATE: 10/04/04 REVISED ON:
JOB No: 1BUR120600 TASK 100

000108 EXHIBIT B

**Legal Description of the portion of Adjacent Property subject
to the Lot A Planned Development Zone**

000109

P S O M A S

LEGAL DESCRIPTIONLOT A

Lot A of Tract No. 3008, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Map Book 34, Page 71 of Maps, Records of said County and the Southwest Quarter of the Northeast Quarter of Fractional Section 4, Township 1 North, Range 14 West, San Bernardino Meridian in said City.

Excepting the easterly 50 feet of said Southwest Quarter of the Northeast Quarter of Section 4.

Also excepting that portion of said Southwest Quarter of the Northeast Quarter of Fractional Section 4, lying northerly of a line parallel with and distant northerly 750.00 feet from the centerline of the East - West Runway of the Burbank - Glendale - Pasadena Airport, said centerline being described as follows:

Beginning at the intersection of the centerline of Hollywood Way, 100 feet wide and the centerline of Winona Avenue, 80 feet wide, being the southeast corner of said Southwest Quarter of the Northeast Quarter of Fractional Section 4; thence southerly along said centerline of Hollywood Way, South 01°00'12" West 621.13 feet to the easterly prolongation of said centerline of the East - West Runway; thence westerly along said prolongation and centerline, North 89°03'06" West to the westerly line of said Airport.

Also excepting therefrom that portion of said Lot A lying westerly of that certain easterly boundary line of the land described in Parcel 1 of the Deed to the City of Burbank, recorded on June 29, 1978 as Instrument No. 78-704351, in said Office of the County Recorder, shown as having a bearing and length of North 12°54'21" West 2897.71 feet.

P S O M A S

Also excepting therefrom that portion of said Lot A, described as follows:

Beginning at the intersection of the centerlines of Hollywood Way (100.00 feet wide) and Winona Avenue (80.00 feet wide); thence North $89^{\circ}01'33''$ West 1610.28 feet along the easterly prolongation of the southerly line of said Lot A, being the centerline of Winona Avenue, vacated by the City of Burbank, by Resolution No. 1965 on June 18, 1941 and No. 1032 on March 26, 1929 and further being that certain course in the boundary of the property conveyed to the Burbank - Glendale - Pasadena Airport Authority, formerly known as the Hollywood - Burbank Airport Authority by Deed recorded as Document No. 78-704352 on June 29, 1978, in the Office of said County Recorder, described in said Deed as being the northerly line of the Southeast Quarter, Section 4, Township 1 North, Range 14 West, San Bernardino Meridian, and the True Point of Beginning; thence North $89^{\circ}01'33''$ West 259.27 feet to the westerly terminus of said certain course; thence continuing along the boundary of said Airport Authority, North $12^{\circ}54'21''$ West 432.61 feet to Point "A"; thence parallel with the first described course in said Airport Authority boundary, South $89^{\circ}01'33''$ East 363.05 feet to a line which bears at right angles to said first described course and which passes through said True Point of Beginning; thence along said line South $00^{\circ}58'27''$ West 419.98 feet to the True Point of Beginning.

Also excepting that portion of said Lot A, lying westerly and northerly of the following described line:

Beginning at the above mentioned Point "A", thence easterly along above mentioned parallel line, South $89^{\circ}01'33''$ East 6.74 feet; thence North $12^{\circ}52'03''$ West 720.43 feet; thence South $89^{\circ}04'13''$ East 341.77 feet; thence South $00^{\circ}58'09''$ West 129.01 feet; thence South $89^{\circ}04'13''$ East to the westerly line of the Southwest Quarter of the Northeast Quarter of said Section 4.

This Legal Description is shown on the accompanying "Legal Description Map - Lot A" which is made a part hereof for reference purposes and was prepared as a convenience

PSOMAS

1 and is not intended for the use in the division and/or conveyance of land in violation of
2 the Subdivision Map Act of the State of California.



John Chiappe Jr., PLS 7230

Psomas

Date: 10/4/04

EXHIBIT C**CONDITIONS OF APPROVAL
PROJECT NO. 2004-170, PLANNED DEVELOPMENT**

**Adjacent Property/Parking Lot A, 2729 N. Hollywood Way
Burbank-Glendale-Pasadena Airport Authority, Applicant**

Conditions Establishing Use and Development Standards

1. Project No. 2004-170, a planned development, authorizes the construction and operation of a surface airport parking facility for use by airport passengers and employees. The property subject to this planned development shall be used only as a surface parking facility and shall not be used in whole or in part for any other use, including but not limited to other airport related uses. The surface parking facility within this planned development shall be utilized as a portion of Airport Parking Lot A only and shall not be utilized for other parking purposes or separately from the balance of Lot A as depicted on the submitted plans.
2. Development of the subject property and operations on the site shall remain in substantial conformance with the application forms and plans (stamped as Exhibits 5-1 and 5-2) submitted by the applicant, approved and/or modified by the City Council, and placed on file in the office of the Planning Division, except as modified by the conditions herein, or by subsequent modifications determined by the Community Development Director, Planning Board, or City Council to be in substantial conformance with these conditions of approval pursuant to the procedure set forth in Section 3.6(c) of the development agreement.
3. This planned development does not authorize the erection of any buildings other than fee collection booths for use by parking attendants and bus shelters for use by airport passengers and employees waiting for shuttle buses as shown on the submitted plans.
4. The plans submitted by the applicant indicate that 363 passenger parking spaces would be located within the planned development zone. Pursuant to a substantial conformance finding under Section 3.6(c) of the development agreement, this number may be modified. However, the number of spaces within the planned development zone shall be maintained such that the whole of the parking facility of which this planned development is a part contains no more than 1,592 parking spaces for Airport passengers and 581 parking spaces for Airport employees. All vehicles parked in the facility shall be parked in marked parking spaces at all times such that the number of actual vehicles parked at the facility does not exceed the number of approved parking spaces.
5. All parking spaces shall be located on grade on a paved surface. No above grade, semi-subterranean, or subterranean parking structures shall be permitted.

6. Except as specifically exempted by the conditions herein, the parking facility and all improvements therein shall comply with the development standards applicable to the M-2 General Industrial zone consistent with the requirements of the development agreement, and specifically Sections 3.1, 3.4, and 3.5 of the agreement, including but not limited to parking layout and design, landscaping, and setbacks.
7. The parking area within the planned development zone may provide a tree canopy that would provide a lesser amount of shaded parking lot area than the 40 percent required by the Burbank Municipal Code. However, no less than 37 percent of the parking lot area within the planned development zone shall be shaded by trees within 15 years as shown on the submitted plans. The planned development zone may provide less than 40 percent shaded area pursuant to this condition only if the entire parking facility taken as a whole satisfies the 40 percent requirement.

Conditions to be Satisfied Prior to Issuance of Grading or Building Permits

8. The applicant shall obtain a grading permit (if required) and site development permit from the Community Development Department Building Division prior to commencing work on the parking facility, and shall obtain any other permits required for construction of the facility. Such permits shall be processed as consistent Subsequent Applications pursuant to Section 3.6 of the development agreement.
9. The dedicated entrance road to the employee parking area shall be modified from the design shown on the submitted plans so as to provide a more perpendicular intersection with passenger cross-traffic or another alternative design to avoid the crossing of traffic in opposing directions to the satisfaction of the Public Works Director.
10. The curb returns at the parking lot entrance driveway shall have a 24-foot radius.
11. The architectural design of all buildings shall allow for an unobstructed view of all ground level doors and windows. Landscaping or other barriers around buildings shall not obscure visibility of doors and windows to the satisfaction of the Chief of Police.
12. The applicant shall submit to Burbank Water and Power and the Public Works department plans for the project site showing all existing electric, water, sewer, storm drain, and other below ground and above ground utility facilities in relation to the proposed site improvements. In the event any of the utility facilities would be relocated or altered in conjunction with the project, the applicant shall provide plans showing the proposed changes.

13. The applicant shall submit a hydrology study and hydrology/hydraulic calculations and site drainage plans to the satisfaction of the Public Works Director.
14. The applicant shall cause the preparation of a pavement study to establish pre-construction roadway conditions and to analyze and recommend pavement improvements along Hollywood Way from Empire Avenue to Winona Avenue. If any pavement improvements or repairs are identified in the study as resulting from construction of the subject project, the applicant shall be responsible for the cost of any pavement repairs or improvements that its construction activities caused.

Conditions to be Satisfied During Construction and Prior to Issuance of Certificate of Occupancy or Final Inspection Approval

15. The applicant shall submit to the City landscape and irrigation plans prepared by a licensed landscape architect. The plans shall be reviewed and approved by the Park, Recreation, and Community Services Department prior to the installation of any landscaping.
16. The applicant shall install an irrigation bubbler system for street trees along the west side of the Hollywood Way frontage of the subject property to the satisfaction of the Park, Recreation, and Community Services Director.
17. The applicant shall protect in place all street trees on Hollywood Way. The applicant shall install new street trees along the west side of the Hollywood Way frontage of the subject property if deemed necessary by, and to the satisfaction of, the Park, Recreation, and Community Services Director.
18. The applicant shall install lighting devices throughout the parking lot such that the entire lot is illuminated at all times with light having an intensity of at least two foot-candles at ground level. All lighting devices shall have vandal resistant covers to the satisfaction of the Chief of Police. Modifications to this lighting requirement may be approved if the applicant demonstrates that compliance with this condition would violate an airport development or operations requirement dictated by the Federal Aviation Administration or other federal or state agency.
19. The applicant shall install and maintain secure fencing with locking gates and appropriate lighting during construction to the satisfaction of the Chief of Police.
20. During construction, the applicant shall provide the Police Department with emergency contact information for the Airport Authority and its contractors to address any problems encountered outside of construction hours.
21. The applicant shall install a sign showing the address of the parking facility. The sign shall be prominently visible from Hollywood Way and shall include numbers no less than six inches tall. Such address sign shall be installed and displayed to the

satisfaction of the Chief of Police and the Fire Chief. The applicant shall also provide address numbers and any other identifying information on the roof of the parking attendant booths so as to be visible from police helicopters to the satisfaction of the Chief of Police.

22. The applicant shall provide to the Police Department a site map of the parking facility upon completion of construction to the satisfaction of the Chief of Police.
23. The applicant shall be responsible for the cost of relocating and undergrounding any overhead electrical lines that would be in conflict with the proposed improvements. The applicant shall be responsible for providing an alternative electrical source to replace existing facilities that are to be relocated or removed.
24. The applicant shall be responsible for the cost of all on-site and off-site relocation or replacement of utilities or other infrastructure that is necessary due to the relocation of Lot A or improvements to the Lot A entrance driveway including but not limited to the relocation or replacement of power poles, power lines, underground vaults, street lights, traffic signal poles, water lines, sewer lines, catch basins, and equipment or fixtures related thereto.
25. The applicant shall be responsible for the installation of all necessary electrical substructure that would be relocated or altered as a result of the proposed project including but not limited to electrical ducts, pull boxes, switch pads, and on-site transformer pads.
26. Payment for work identified herein for which the applicant is responsible for the cost shall be made to the appropriate City department or other utility agency in a time and manner deemed appropriate by the department director or agency representative. The applicant shall be responsible for paying Burbank Water and Power Aid-in-Construction fees to cover the cost of on- and off-site improvements that result from the project pursuant to City of Burbank Rules and Regulations.
27. On-site drainage shall not flow across a public sidewalk or parkway; it shall be conveyed by underground drains to the gutter through the curb face. If an underground system is to be connected to an existing Los Angeles County Public Works storm drain system/catch basin, a Los Angeles County Storm Drain Connection permit shall be required. The applicant shall comply with all requirements of the National Pollutant Discharge Elimination System (NPDES) and Standard Urban Stormwater Mitigation Plan (SUSMP).
28. The applicant shall protect in place all survey monuments, or shall re-establish the monuments to the satisfaction of the Public Works Director.
29. The applicant shall remove all unused driveways and shall reconstruct them with curb, gutter, and sidewalk to the satisfaction of the Public Works Director.

30. The applicant shall replace all broken, uneven, or substandard sidewalk, driveway, pedestrian ramps, pavement, curb, and gutter fronting the subject property on the west side of Hollywood Way to the satisfaction of the Public Works Director. All work in the City right-of-way shall comply with Burbank Standard Plans and shall be approved by the Public Works Director.
31. The applicant shall repair, reconstruct, or replace the bricks around the tree wells along the west side of Hollywood Way fronting the subject property. Any new street trees installed by the applicant shall be provided with a matching brick treatment.
32. The applicant shall reconstruct the pedestrian curb ramps at the intersection of Winona Avenue and Hollywood Way on the west side of the intersection per City of Burbank Standards. Centerline ties at the intersection shall be protected or re-established.
33. The applicant shall re-stripe Winona Avenue as it approaches the intersection with Hollywood Way to provide a dedicated center left-turn lane onto southbound Hollywood Way in addition to the two existing through lanes in each direction. The travel lanes on Winona Avenue shall align with the ingress and egress lanes in the entrance driveway to the parking facility. Such work shall be completed to the satisfaction of the Public Works Director. The applicant shall be responsible for the cost of all re-striping, curb painting, and sign posting required.
34. The applicant shall cause the installation of directional arrows on the pavement throughout the parking lot at every access aisle or driveway intersection and appropriate striping to identify traffic lanes around the parking attendant booths. All work shall be done to the satisfaction of the Public Works Director.
35. The applicant shall cause the installation of all on-site directional and warning signs deemed necessary and appropriate by the Public Works Director, including but limited to "Stop," "Right Lane Must Turn Right," "Road Narrows," "Do Not Enter," and "Authorized Vehicles Only" signs at appropriate locations.
36. All existing utility and other easements on the subject property shall be maintained unless the utility facilities therein are relocated or the easements are otherwise deemed by the City of Burbank to be no longer necessary. The applicant shall cause to be recorded any easements required for new or relocated utility infrastructure that is owned by the City of Burbank on the subject property as deemed necessary by the Public Works Director or by the Burbank Water and Power General Manager.
37. Vehicle ingress and egress shall not disrupt the normal traffic flow on public rights-of-way. The Chief of Police and the Public Works Director shall have the authority to place, or cause the applicant to place, signs or physical barriers preventing certain vehicular ingress and egress movements, should it be

determined that such movements are disrupting the traffic flow on a public right-of-way.

Conditions to be Satisfied on an Ongoing Basis

38. The Public Works Director shall have the discretion to prohibit parking along Hollywood Way fronting and adjacent to the subject property as deemed necessary for traffic circulation or visibility purposes.
39. The applicant shall be responsible for its fair share of the cost of upgrading the signal at the intersection of Hollywood Way and Winona Avenue to provide protective-permissive left turn phasing for northbound and southbound traffic. Should the Public Works Director determine at any time that a signal upgrade to provide such left turn phasing at that intersection is required or appropriate, the applicant shall cause a traffic study to be prepared to determine the applicant's fair share of the cost of the signal improvements based upon the percentage of vehicles traveling through the intersection that do so to access Parking Lot A.
40. The applicant shall comply with all mitigation measures identified in the Mitigated Negative Declaration adopted by the Burbank-Glendale-Pasadena Airport Authority on October 27, 2004.
41. The applicant shall comply with any and all terms and commitments identified in the final development agreement executed by the City of Burbank and the Burbank-Glendale-Pasadena Airport Authority in conjunction with this Project No. 2004-170, a planned development, as may be applicable to the development and use of the subject property.
42. The applicant shall comply with all federal, state, and local laws. Violation or conviction of any of those laws in connection with the use will be cause for termination of this planned development subject to the dispute resolution provisions of the development agreement.
43. These conditions of approval shall be listed on the title or specifications page of all plans submitted to the Building Division.
44. The applicant acknowledges all of the conditions imposed and accepts this planned development and development agreement subject to those conditions and with full awareness of all applicable provisions of the Burbank Municipal Code.

EXHIBIT 6
Ordinance No. 3659 - Approving the Development Agreement

March, 2005

ORDINANCE NO. 3659

AN ORDINANCE OF THE COUNCIL OF THE CITY OF
BURBANK APPROVING A DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF BURBANK AND THE BURBANK-
GLENDALE-PASADENA AIRPORT AUTHORITY
CONCERNING THE BOB HOPE AIRPORT.

406

City Attorney Synopsis

This Ordinance approves a Development Agreement which provides vested rights to the Burbank-Glendale-Pasadena Airport Authority ("Authority") for over seven (7) years. The agreement applies to that portion of land, (approximately 515 acres of land some of which is currently owned by the Authority, that is located within the City of Burbank, including the surface parking lots and vacant properties located east of Hollywood Way (i.e., long-term Parking Lots B and C and properties in the runway safety zones acquired by the Authority for safety purposes); and some of which is held in trust for the benefit of the Authority such as the Trust Property and to the portion of the A-1 North Property that the Authority proposes to acquire. Under the Development Agreement, the Authority provides, among other things, assurances to the City that only certain limited improvements to its facilities and certain limited new facilities may be constructed over the term of the Agreement. In no event may those improvements include 1) expansion of the square footage of the existing passenger terminal building; 2) an increase the number of commercial airline passenger gates above the fourteen (14) gates that currently exist at the terminal building; or 3) a new passenger terminal building. The Authority's commitment not to plan or build a new terminal lasts for at least ten (10) years. In exchange for the Authority's commitments, the City agrees to not rezone any of the property subject to the Development Agreement from the effective date to the end of the term; although the City may begin the public process to initiate certain zoning changes after the first day of the seventh year. This will allow the City to have any rezoning in place and effective at the end of the seven-year term of the Development Agreement.

This Ordinance, and the Development Agreement, will become effective on the thirty-first day after publication of this Synopsis in the newspaper. The Development Agreement will automatically terminate, however, if the Authority fails to close escrow on A-1 North Property (located at 2555 N. Hollywood Way commonly referred to as *Star Park*). The seven-year term begins on the date the Authority provides the City with notice that it has acquired fee title to any portion of the A-1 North Property. The City's vesting is in place as soon as the Agreement is effective, and then until the end of the seven-year term. The Agreement will become effective without a vote of the people because the Council has found that the Agreement restricts the expansion of the existing commercial passenger terminal building, and prohibits any relocated terminal.

A vote is required only when an agreement or City approval allows the relocation or an expansion of the terminal at the Bob Hope Airport.

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The Council of the City of Burbank at its regular meeting of January 18, 2005 held a duly noticed public hearing on the Development Agreement applied for by the Burbank-Glendale-Pasadena Airport Authority (the "Development Agreement"). The Council continued the hearing and deliberations to January 25, 2005.

B. The hearing and the Development Agreement complies with the requirements of the "Development Agreement Ordinance" set forth in Burbank Municipal Code ("BMC") Sections 31-1997 et seq., which authorizes governmental entities to utilize a development agreement in order to accommodate major and unique projects and to encourage comprehensive planning. The Council finds that the proposed Development Agreement contains the minimum provisions set forth in Section 31-19105 of the BMC and the requirements of Government Code Section 65864 et. seq. Additionally, the hearing and this Development Agreement further complies with the requirements of the "Planned Development Ordinance" set forth in BMC Section 31-19118 et seq., which authorizes planned development rezoning for unique commercial activities. As part of the Planned Development Ordinance, BMC Section 19128 relies on a development agreement as the legal mechanism for the full implementation and enforcement of the approved planned development rezoning process. The Development Agreement in part implements Planned Development rezoning for Project No. 2004-169 (2555 N. Hollywood Way/ A-1 North) and for Project No. 2004-170 (2729 N. Hollywood Way /Parking Lot A), approved by Council in Ordinances No. 3660 and 3661 respectively.

C. The Development Agreement ("Project") is a component of the proposed Bob Hope Airport Project which was analyzed and examined in a Final Mitigated Negative Declaration. On January 25, 2005, the Council adopted Resolution No. 26,891 in which the City, as a responsible agency, made certain findings and considered the Final Mitigated Negation Declaration prior to consideration of several "City Discretionary Actions" of which the Development Agreement is specifically included, in accordance with Title 14 California Code of Regulations (the "CEQA Guidelines") §15096. A mitigation monitoring plan, which was adopted by the Authority, and is deemed adequate by the responsible agency, is further incorporated into the Development Agreement in accordance with CEQA Guidelines §15097.

D. The Council considered the testimony and evidence presented at the public hearings, including the report and recommendation of the Community Development Department and the action of the City Planning Board as evidenced by its Resolution No. 2964. The Council further considered the Final Mitigated Negative Declaration prior to acting on this Project.

E. On December 8, 2004, the Los Angeles County Airport Land Use Commission, after a duly noticed public hearing, found that this Project is consistent with goals and policies of the Los Angeles County Airport Land Use Plan in accordance with Public Utilities Code Section 21670 et seq.

F. The Council finds that this Development Agreement will not allow the construction of a commercial passenger terminal building at the Bob Hope Airport. The restrictions set forth in the Development Agreement further prohibit planning for a new or replacement passenger terminal building at the Bob Hope Airport for at least ten years. Because the approval of the Development Agreement does not constitute an agreement or discretionary act for the approval of a relocated or expanded airport terminal project, a vote of the people is not required pursuant to Section 11-112 of the Burbank Municipal Code.

G. The City and the Authority desire to cooperate in addressing future land use and noise issues and to achieve that end, the City Manager and Authority Executive Director have recently appointed staff to working groups to address and work cooperatively on noise and land use issues. The appointment of these two groups demonstrates the new spirit of cooperation between the two entities. The City expects that cooperation between the Authority and the City will enhance the likelihood that the Authority will be successful in achieving meaningful noise relief for the residents of Burbank.

H. City continues to believe that immediate and meaningful noise relief is essential for residents near the Airport and has relied upon the Authority's commitments in the Development Agreement to be aggressive in finding ways to achieve that relief. In light of recent FAA criticism of the Part 161 study, the City has accepted the Authority's commitment to work with the City to make appropriate revisions in that study (or take other actions which have yet to be identified) to obtain a reduction especially in nighttime noise.

I. In approving the Development Agreement, the City has specifically relied upon commitments that the Authority has made that are designed to improve air quality. Those commitments include Airport Authority Commission Resolution No. 396 in which the Commission commits to an emission reduction program for heavy-duty vehicles and to a procurement program designed to reduce vehicle emissions; the air quality emission reduction commitments that the Authority has made in the Final Mitigated Negative Declaration; and the Authority's already-adopted program and policy designed to encourage and expedite electrification of ground service equipment at the Airport. These commitments, along with the reduction in vehicle miles traveled as a result of the realignment of parking areas, are important factors in the City's decision to approve the Development Agreement.

J. By entering into the Development Agreement, the City will avoid potential litigation and settle threatened litigation on numerous issues including the effect of City zoning on the Airport property; the Authority's obligation to sell the portion of the B-6

Property known as the Trust Property; the Authority's compliance (or failure to comply) with terms of 1999 agreements concerning use of the B-6 Property; and the impacts of the Airport and Airport projects on nearby communities. The City's intent is also to avoid unforeseen litigation during the next seven years by creating a climate of cooperation between the Authority and the City in which potential disputes are resolved amicably rather than through litigation.

K. A purpose of the Development Agreement is to allow for the orderly routine operation and development of the Bob Hope Airport over the course of the next seven years while at the same time restricting the Authority from pursuing any capital projects or taking actions which would be controversial, or which the City believes could adversely affect the City or which would be contrary to City policies concerning Airport growth, traffic and noise impacts. It is the City's hope that the prohibition on potentially controversial actions like a new terminal or other Airport expansion efforts will enable the Authority and the City to work cooperatively on areas of mutual interest over the next seven years and will enhance the likelihood that the Authority will be able to secure necessary approvals to achieve meaningful noise relief for the residents of Burbank.

L. It is an important factor in the City's action that the Authority's ability to use 26 additional acres for parking (on the current Star Park site) will be offset by the Authority's commitment in other documentation to keep vacant an equivalent amount of the B-6 Property which could otherwise be used for non-airport commercial development.

M. For at least the last nine years, the Authority and the City have been involved almost continual legal battles over the City's control over Airport development, expansion and operations. These battles have resulted in numerous state and federal court lawsuits and administrative litigation.

N. In 1996, the City sued the Authority and sought to enjoin imminent violations of the Zoning Ordinance. In August 2002, the City Council adopted an interim development control ordinance that restricted virtually all development at the Airport and directed staff to prepare amendments to the Zoning Ordinance. The Authority objected to staff's proposed approach and threatened to sue if the City were to approve the zoning amendments. In April 2004, City and Authority staff began settlement negotiations to avoid the threatened litigation. The result was a proposed comprehensive settlement of which the Development Agreement is a key component.

O. By entering into the Development Agreement, the City will both avoid potential litigation and settle threatened litigation. One of the most significant effects of the Development Agreement is that the Authority will not have cause to contest in court, at least for the next 7 to 10 years, the applicability of City zoning to Airport property.

P. The Development Agreement also resolves many of the historic litigation disputes over the applicability, nature and effect of the Zoning Ordinance provisions concerning the Airport. In addition to resolving outstanding issues, the Development

Agreement provides clear guidance on permitted and prohibited uses and development at the Airport for the next seven to ten years. So long as the parties adhere to the terms of the Development Agreement, the City and the Authority will be able to avoid litigation for at least the coming decade. Finally but equally significant, the Development Agreement avoids the prospect of litigation with the Authority over the alternative approach to amending the Zoning Ordinance.

THE COUNCIL OF THE CITY OF BURBANK ORDAINS AS FOLLOWS:

1. The Council hereby specifically finds that all of the fact and findings set forth in Recitals, Parts A-P of this Ordinance are true and correct.
2. The Council finds that the provisions of the Development Agreement are consistent with the City's General Plan in that the proposed Agreement would give the Authority vested rights to the underlying Airport and M-2 zoning on the properties under the Agreement. The airport uses and development permitted under the Agreement would be the same as that permitted under the existing zoning, except as specifically prohibited by the Agreement. The existing zoning is consistent with the General Plan; therefore, the vested rights to the zoning as provided in the Agreement are also consistent with the General Plan. The proposed uses and development within the planned development zones would be consistent with the General Plan. No aspect of the Agreement would be inconsistent with any goal or policy of the General Plan. There are no adopted specific plans on any properties that would be subject to the Agreement.
3. The Development Agreement in the form presented at this meeting, and which is incorporated herein by this reference, is hereby approved, and the City Manager is authorized to execute at the time the Ordinance is effective, and the City Clerk to attest, the Development Agreement on behalf of the City. The City Attorney is authorized to reconcile the legal description with the map and make clerical, typographical or non-substantive corrections in the Development Agreement prior to execution by the City Manager and attestation by the City Clerk.
4. If any part of this Ordinance is held to be invalid for any reason, such invalidity shall not affect the validity of the remaining portion of this Ordinance, and this City Council hereby declares that it would have passed the remainder of this Ordinance, if such invalid portion thereof has been deleted.
5. The City Clerk shall certify to the passage of this Ordinance and cause the City Attorney Synopsis of this Ordinance to be published once in a newspaper of general circulation, published and circulated in the City of Burbank, California. The City Clerk shall cause the recordation of the Development Agreement no later than ten (10) days after the effective date of the Ordinance.
6. This Ordinance shall become effective at 12:01 a.m. of the thirty-first day after publication. Under the terms of the Development Agreement, the Development

Agreement will automatically terminate if the Authority fails to take title to any portion of the property commonly known as the A-1 North Property.

7. The City Planner shall file a Notice of Determination within five working days in the same manner as the lead agency under CEQA Guidelines Section 15075, but with the statement that the City considered the Mitigated Negative Declaration as prepared by the lead agency pursuant to CEQA Guidelines Section 15096 (i).

PASSED AND ADOPTED this 1st day of February, 2005.

Marsha R. Ramos
Marsha R. Ramos
Mayor of the City of Burbank

Attest:

Margarita Campos
Margarita Campos, City Clerk

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney

By: Mary F. Riley
Mary F. Riley, Sr. Asst. City Attorney

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

I, Margarita Campos, City Clerk of the City of Burbank, do hereby certify that the foregoing Ordinance No. 3659 was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the 1st day of February, 2005, by the following vote:

AYES: Council Members Campbell, Golonski, Murphy and Ramos.

NOES: Council Member Vander Borcht.

ABSENT: Council Members None.

I further certify that said Synopsis was published as required by law in a newspaper of general circulation in the City of Burbank, California on the 12th day of February, 2005.

Margarita Campos
Margarita Campos, City Clerk

EXHIBIT 7
Ordinance No. 3663 - Part 77 Regulations

March, 2005

ORDINANCE NO. 36631

AN ORDINANCE OF THE COUNCIL OF THE CITY OF
BURBANK AMENDING CHAPTER 31 OF THE BURBANK
MUNICIPAL CODE RELATING TO HEIGHTS WITHIN
AIRPORT APPROACH AREAS.

City Attorney Synopsis

This Ordinance amends the existing provisions that regulate structure heights within areas around the Bob Hope Airport. The authorized heights are adopted from the Federal Aviation Regulation (FAR) Part 77. This Ordinance requires an applicant to notify the Federal Aviation Administration and complete the necessary forms prior to the issuance of building permits. Notification is required when the proposed construction involves an increase as specified to the existing height of a structure. This Ordinance creates zones around the Bob Hope Airport, and each zone has its own threshold of notification. The zones are identified on the "FAA Filing Requirement Map". This Ordinance was examined in a Mitigated Negative Declaration approved on October 27, 2004. Before approving this Ordinance, the Council considered the Mitigated Negative Declaration as required by the California Environmental Quality Act.

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The Council of the City of Burbank at its regular meeting of January 18, 2005 held a duly noticed public hearing on the amendments to the zoning code concerning heights within airport approach areas. The Council continued the hearing and deliberations to January 25, 2005.

B. The zoning code amendment ("Project") is a component of the proposed Bob Hope Airport Project which was analyzed in and examined in a Final Mitigated Negative Declaration. On January 25, 2005, the Council adopted Resolution No. 26,891 where the City, as a responsible agency, made certain findings and considered the Final Mitigated Negation prior to its' consideration of several "City Discretionary Projects" of which the zoning code amendment was specifically included, in accordance with Title 14 California Code of Regulations (the "CEQA Guidelines") §15096.

C. The Council considered the testimony and evidence presented at the public hearings, including the report and recommendation of the Community Development and the City Planner, and the Planning Board actions. The Council further considered the Final Mitigated Negative Declaration prior to acting on this Project.

D. The Council finds that this zoning code amendment is unrelated to the relocation or expansion of a commercial passenger terminal building at the Bob Hope Airport and as such, does not require a vote of the people prior to authorizing the

approval of this discretionary action. A vote is required by Section 11-112 of the Burbank Municipal Code only when a discretionary action authorizes a relocation or expansion of the airport terminal.

E. On December 8, 2004, the Los Angeles County Airport Land Use Commission, after a duly noticed public hearing, found that this Project is consistent with goals and policies of the Los Angeles County Airport Land Use Plan in accordance with Public Utilities Code Section 21670 et. seq.

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

1. Section 31-203 of the Burbank Municipal Code is amended to read as follows:

Sec. 31-203. Definitions.

"Amendment" means a change in the wording, context, or substance of this chapter, or a change in zone map or FAA Filing Requirement map.

2. Division 2 of Chapter 31 is amended to read as follows:

DIVISION 2. HEIGHTS SURROUNDING BOB HOPE AIRPORT.

Sec. 31-1305. Federal Aviation Administration Filing Requirement Map.

(a) ADOPTION.

The FAA Filing Requirement Map containing an explanatory note and showing and delineating the location and boundaries of areas surrounding the Bob Hope Airport and the height limits for structures and any objects of natural growth within each area, is on file in the office of the City Clerk as the FAA Filing Requirement Map of the City and is hereby adopted by reference and declared to be a part of this chapter. A copy of the map is attached as Exhibit A and incorporated hereby this reference.

(b) DIVISION INTO PARTS.

The FAA Filing Requirement Map may, for convenience, be divided into parts and each part may, for purposes of more readily identifying areas within the map, be subdivided into units and such parts and units may be separately employed for the purpose of amending the map or for official references thereto.

(c) AMENDMENTS.

The FAA Filing Requirement Map shall be promptly corrected to conform to amendments thereto.

Sec. 31-1306. Uncertainty of Boundaries.

When uncertainty exists in applying the provisions of this division, Section 31-303 shall apply.

Sec. 31-1307. Airport Areas and Height Limits Established.

The following airport areas and their respective filing requirements are established as

shown on the FAA Filing Requirement Map:

Zone 1: All new structures and all additions to existing structures shall be subject to the provisions of Section 31-1308.

Zone 2: All new structures and any additions to existing structures that increase the height of an existing structure or any portion thereof shall be subject to the provisions of Section 31-1308.

Zone 3: New structures or additions to existing structures or any portion thereof with a height of 35 feet or greater as measured from grade to the highest point of the structure shall be subject to the provisions of Section 31-1308.

Zone 4: New structures or additions to existing structures or any portion thereof with a height of 70 feet or greater as measured from grade to the highest point of the structure shall be subject to the provisions of Section 31-1308.

Zone 5: New structures or additions to existing structures or any portion thereof with a height of 200 feet or greater as measured from grade to the highest point of the structure shall be subject to the provisions of Section 31-1308.

Sec. 31-1308. Proof of FAA Notification of Intent to Construct.

(a) Notice of Proposed Construction or Alteration. All applicants for structures subject to this Section per the terms of Section 31-1307 shall be required to file a Notice of Proposed Construction or Alteration with the FAA pursuant to Part 77 of the Federal Aviation Regulations (14 C.F.R. Part 77). No building permit shall be issued for any structure subject to this Section until the building permit applicant submits to the Director proof of submission of the Notice of Proposed Construction or Alteration and copies of all documentation received from the FAA in response to such Notice including the determination and any final decision of the FAA as to whether the proposed structure would be an obstruction or hazard to air navigation. Alternatively, a building permit applicant may submit a copy of a permit to allow such structure obtained from the California Department of Transportation pursuant to California Public Utilities Code Section 21659.

(b) Obstruction Determination. In the event the FAA determines that the proposed structure would be an obstruction to air navigation, a building permit for the structure may be issued subject to the applicant complying with all applicable provisions of the Code. If the FAA imposes any conditions or requirements upon the proposed structure as part of its determination, including but not limited to lighting or painting requirements, the applicant shall demonstrate compliance with such conditions or requirements on the plans submitted for building permit approval.

(c) Hazard Determination. In the event the FAA determines that the proposed structure would be a hazard to air navigation, then no building permit shall be issued until the applicant has applied for and obtained an Administrative Use Permit (AUP) in accordance with Section 31-1954 et seq. If a Conditional Use Permit (CUP) would otherwise be required for the proposed construction or alteration in accordance with Section 31-1934 et seq., such CUP shall be used instead of an AUP to consider the hazard status of the project and an AUP shall not be required. A hazard determination issued by the FAA

shall be considered in the AUP or CUP findings and may be a basis to find the project unable to meet the required standards. In granting an AUP or CUP application, conditions may be imposed to eliminate or reduce the identified hazards to the greatest extent practicable. In addition to any other notice required by the Code, the Airport Authority shall be noticed on all AUPs and CUPs required herein.

Sec. 31-1309 Initiation of Amendment to FAA Filing Requirements Map.

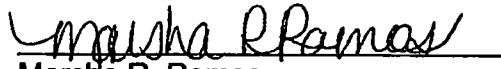
Amendments to the FAA Filing Requirements Map may be initiated by the Council or Board. An owner of property within a Zone established by the Map may apply for an FAA Filing Requirements Map amendment that would affect his or her own property by submitting an application to the Director on such form as the Director may prescribe. The application shall be processed in the same manner as a Zone Map Amendment. The City shall provide the Airport with notice of any requested amendments to the FAA Filing Map.

3. Division 6 of Article 19 of Chapter 31, beginning with Section 31-1974 through and including Section 31-1984 of the Burbank Municipal Code is hereby deleted.

4. The City Clerk shall certify to the passage of this ordinance and cause the City Attorney Synopsis of this ordinance to be published once in a newspaper of general circulation, published and circulated in the City of Burbank, California.

5. This Ordinance shall become effective at 12:01 a.m. of the thirty-first day after publication.

PASSED AND ADOPTED this 1st day of February, 2005.


Marsha R. Ramos
Mayor of the City of Burbank

Attest:


Margarita Campos, City Clerk

Approved as to Form and Legal Content
Dennis A Barlow, City Attorney

By: 
Mary F. Riley, Senior Assistant City Attorney

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

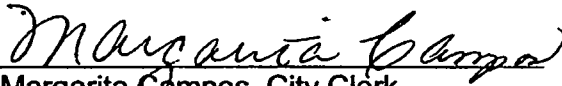
I, Margarita Campos, City Clerk of the City of Burbank, do hereby certify that the foregoing Ordinance No. 3663 was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the 1st day of February, 2005, by the following vote:

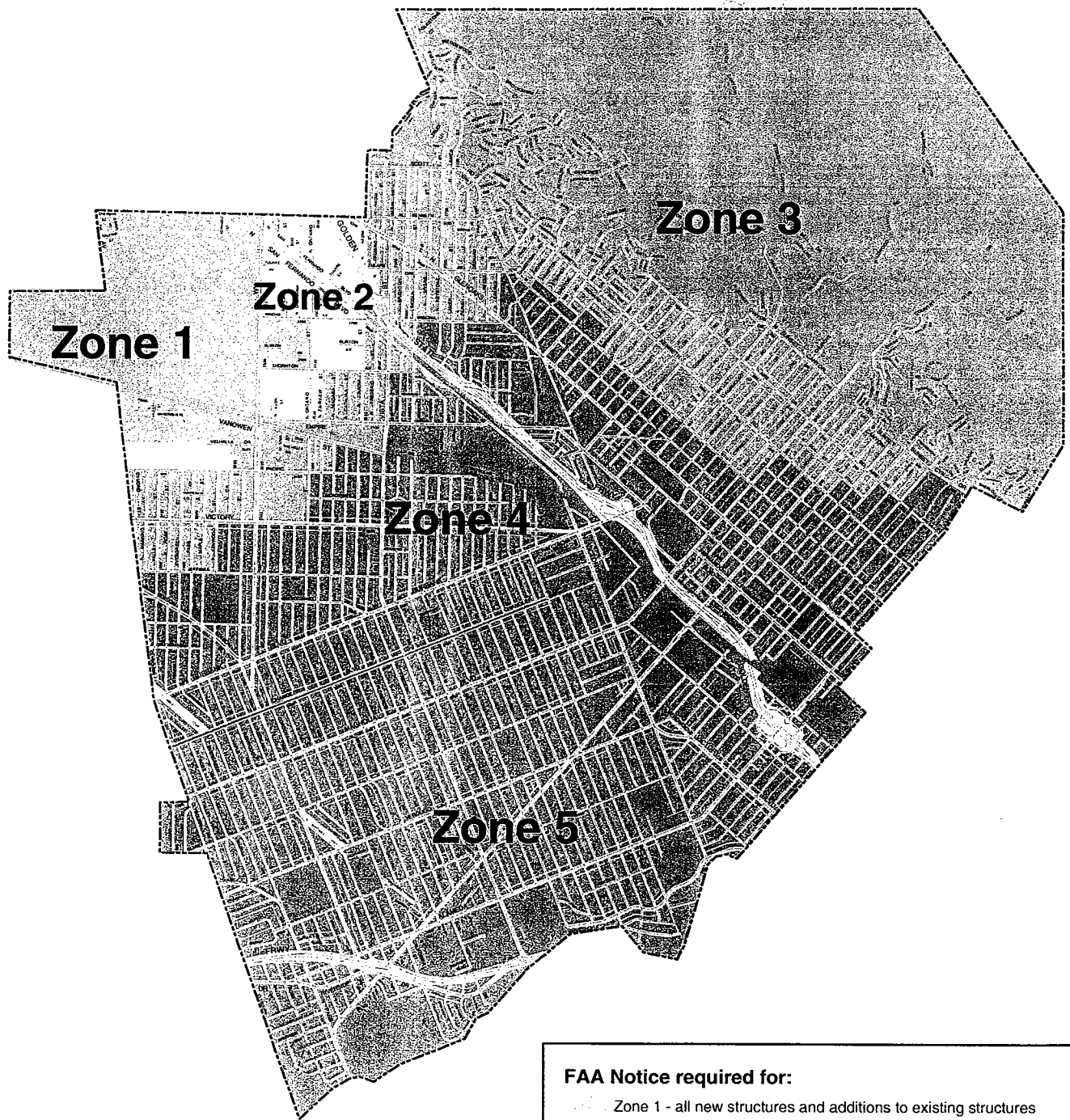
AYES: Council Members Campbell, Golonski, Murphy, Vander Borcht and Ramos.

NOES: Council Members None.

ABSENT: Council Members None.

I further certify that said Synopsis was published as required by law in a newspaper of general circulation in the City of Burbank, California on the 12th day of February, 2005.


Margarita Campos, City Clerk



This FAA Filing Requirement Map is adopted and maintained pursuant to Section 31-1305 of the Burbank Municipal Code.

FAA Notice required for:

- Zone 1 - all new structures and additions to existing structures
- Zone 2 - all new structures and additions that increase structure height
- Zone 3 - all structures over 35 feet
- Zone 4 - all structures over 70 feet
- Zone 5 - all structures over 200 feet



City of Burbank

FAA Filing Requirement Map

EXHIBIT A

0 950 1,900 3,800 5,700 7,600 Feet



EXHIBIT 8
Ordinance No. 3662 - Noise Attenuation Ordinance

March, 2005

Eff. 3/15/05

ORDINANCE NO. 3662

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF
BURBANK AMENDING CHAPTER 7 OF THE BURBANK
MUNICIPAL CODE RELATING TO NOISE ATTENUATION IN
RESIDENTIAL STRUCTURES.**

City Attorney's Synopsis

This Ordinance amends portions of Chapter 7 of the Burbank Municipal Code relating to Noise Attenuation. It extends current noise insulation requirements, which apply to new hotels, apartments, and multifamily residences, to single family homes within the 60 dB CNEL noise contour. This project is part of the Bob Hope Airport Project which was examined in a Mitigated Negative Declaration approved by the Burbank-Glendale-Pasadena Airport Authority. As a responsible agency under the California Environmental Quality Act, the City considered the Mitigated Negative Declaration prior to approving the Municipal Code amendment.

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The Council of the City of Burbank at its regular meeting of January 18, 2005 held a duly noticed public hearing on the amendments to the building code concerning sound insulation in single family homes. The Council continued the hearing and deliberations to January 25, 2005.

B. The building code amendments ("Project") is a component of the proposed Bob Hope Airport Project which was analyzed in and examined in a Final Mitigated Negative Declaration. On January 25, 2005, the Council adopted Resolution No. 26,891 where the City, as a responsible agency, made certain findings and considered the Final Mitigated Negation prior to its' consideration of several "City Discretionary Projects" of which the building code amendments were specifically included, in accordance with Title 14 California Code of Regulations (the "CEQA Guidelines") §15096.

C. The Council considered the testimony and evidence presented at the public hearings, including the report and recommendation of the Community Development Department. The Council further considered the Final Mitigated Negative Declaration prior to acting on this Project.

D. The Council finds that this building code amendment is unrelated to the relocation or expansion of a commercial passenger terminal building at the Bob Hope Airport and as such, does not require a vote of the people. A vote is required by Section

11-112 of the Burbank Municipal Code only when a discretionary action authorizes a relocation or expansion of the airport terminal.

E. On December 8, 2004, the Los Angeles County Airport Land Use Commission, after a duly noticed public hearing, found that this Project is consistent with goals and policies of the Los Angeles County Airport Land Use Plan in accordance with Public Utilities Code Section 21670 et. seq.

F. On January 5, 2005 the Board of Building and Fire Code Appeals recommended the approval of this Ordinance.

THE COUNCIL OF THE CITY OF BURBANK ORDAINS:

1. Section 7-1801 of the Burbank Municipal Code is amended to read as follows:

Sec. 7-1801. Purpose.

The purpose of this article is to establish uniform minimum noise insulation performance standards to protect persons within new hotels, motels, apartment houses, and dwellings from the effects of excessive noise, including but not limited to hearing loss or impairment and interference with speech and sleep. This article is adopted pursuant to the requirements of the State Building Code as contained in Chapter 1 of Title 24, Part 2 of the California Building Code.

2. Section 7-1802 of the Burbank Municipal Code is amended to read as follows:

Sec. 7-1802. Definitions.

(a) "Community Noise Equivalent Level (CNEL)" means a cumulative measure of community noise exposure for a 24-hour day, using the A-weighting sound level and expressed in logarithmic units. This CNEL scale takes into account the single event sound level, single event duration, single event occurrence frequency, and the time of the occurrence of the noise source. It additionally applies weighting factors which place greater significance on noise events occurring in the nighttime (10 p.m. to 7 a.m.) than during the evening (7 p.m. to 10 p.m.) or daytime (7 a.m. to 7 p.m.) respectively. It is used for evaluating noise impact on an area. For the purposes of this article 'CNEL' shall be synonymous with the term "day-night noise level" or "Ldn."

(b) "CNEL Contour" is a continuous line of like Community Noise Equivalent Levels, as mapped and designated in the adopted City of Burbank General Plan.

3. Section 7-1803 of the Burbank Municipal Code is amended to read as follows:

Sec. 7-1803. Application and Scope of Noise Insulation Performance Standards.

The provisions of this article relating to noise insulation performance standards apply to the following new structures: hotels, motels, apartment houses, and dwellings, including attached and detached single family homes. Included within this definition is any new addition to an existing motel, hotel or multiple family structure, which requires a building permit; only that portion of the addition falls under the provisions of this article. The rehabilitation, remodeling, or the conversion to condominiums of existing units are exempt from the requirements relating to noise insulation contained in this article. The rehabilitation or remodeling of existing single family dwelling units are also exempt from the requirements relating to noise insulation except as set forth below. Should such structure be destroyed by any voluntary means to an extent of more than fifty (50) percent of its replacement cost immediately prior to destruction, it shall not be reconstructed except in conformity with the provisions of this article and which are applicable to new single family homes. Voluntary means may include destruction due to weather, disaster, fires, or other such acts not under the control of the property owner or contractor.

4. Section 7-1804 of the Burbank Municipal Code is amended to read as follows:

Sec. 7-1804. Field Testing and Certification.

Field testing shall be done under the supervision of a person experienced in the field of acoustical testing and engineering and shall forward test results to the building official showing that the minimum sound insulation requirements stated above have been met.

5. Section 7-1805 of the Burbank Municipal Code is amended to read as follows:

Sec. 7-1805. Location and Orientation.

Consistent with land use standards, residential structures located in noise critical areas, such as proximity to a select system of county roads and City streets (as specified in Section 186.4 of the State of California Streets and Highways Code), railroads, rapid transit lines, airports, or industrial areas, shall be designed to prevent the intrusion of exterior noises beyond prescribed levels with all exterior doors and windows in the closed position. Proper design shall include, but shall not be limited to, orientation of the residential structure, setbacks, shielding, and sound insulation of the building itself.

6. Section 7-1806 of the Burbank Municipal Code is amended to read as follows:

Sec. 7-1806. Interior Noise Level Requirement.

Interior community noise equivalent levels (CNEL), with windows closed, attributable to exterior sources shall not exceed an annual CNEL of 45 dB in any habitable room.

7. Section 7-1807 of the Burbank Municipal Code is amended to read as follows:

Sec. 7-1807. Acoustical Analysis Requirement.

(a) AIRPORT NOISE SOURCE.

Residential structures to be located within an annual CNEL contour of sixty (60) or higher require an acoustical analysis showing that the structure has been designed to limit intruding noise to the prescribed allowable levels.

EXCEPTION: Single-family dwellings located in a CNEL contour of 70-75 dB or below may comply with the provisions of Section 7-1810.

(b) VEHICULAR AND INDUSTRIAL NOISE SOURCES.

Residential buildings or structures to be located within an annual CNEL contour of sixty (60) or higher adjacent to the select system of county roads and City streets (as specified in Section 186.4 of the State of California Streets and Highways Code), freeways, state highways, railroads, rapid-transit lines and industrial noise sources shall require an acoustical analysis showing that the proposed building has been designed to limit intruding noise to the allowable interior noise levels prescribed in Section 7-1806.

EXCEPTION:

1. Railroads, where there are no nighttime (10:00 p.m. to 7:00 a.m.) railway operations and where day time (7:00 a.m. to 10:00 p.m.) railway operations do not exceed four (4) per day.
2. Single-family dwellings located in a CNEL contour of 70-75 dB or below may comply with the provisions of Section 7-1810.

8. Section 7-1808 of the Burbank Municipal Code is amended to read as follows:

Sec. 7-1808. Compliance.

Evidence of compliance shall consist of submittal of an acoustical analysis report, prepared under the supervision of a person experienced in the field of acoustical engineering, with the application for building permit. The report shall show topographical relationship of noise sources and dwelling site, identification of noise sources and their characteristics, predicted noise spectra at the exterior of the proposed dwelling structure considering present and future land usage, basis for the prediction (measured or obtained from published data), noise attenuation measures to be applied, and an analysis of the noise insulation effectiveness of the proposed construction showing that the prescribed interior noise level requirements are met. If interior allowable noise levels are met by requiring that windows be unopenable or closed, the design for the structure must also specify the means that will be employed to provide ventilation, and cooling if necessary, to provide a habitable interior environment.

9. Section 7-1809 of the Burbank Municipal Code is amended to read as follows:

Sec. 7-1809. Field Testing.

Only when inspection indicates that the construction is not in accordance with the approved design, field testing may be required. Interior noise measurements shall be taken under conditions of typical maximum exterior noise levels within legal limits. A test report showing compliance or noncompliance with prescribed interior allowable levels shall be submitted to the Building Official.

Where a complaint as to noncompliance with this article requires a field test to resolve the complaint, the complainant shall post a bond or adequate funds in escrow for the cost of said testing. Such costs shall be chargeable to the complainant when such field tests show that compliance with these regulations is in fact present. If such tests show noncompliance, then such testing costs shall be borne by the owner or builder.

10. Section 7-1810 of the Burbank Municipal Code is amended to read as follows:

Sec. 7-1810. Alternate Sound Transmission Control Assemblies for New Single-Family Dwellings.

A. CNEL Contour 60-65.

1. Roof assemblies shall be constructed with fiberglass batt insulation with a minimum R-value of 38.
2. Wall assemblies shall be constructed with fiberglass batt insulation with a minimum R-value of 15.
3. For exterior walls parallel to the noise source, or at some angle less than perpendicular to the noise source, all windows shall have a minimum STC rating of 40. All Sliding glass doors and French doors shall have a minimum STC rating of 35. All windows shall be weatherstripped in accordance with the California Energy Efficiency Standards for Low-Rise Residential Buildings.
EXCEPTION: Stained glass panels.

4. All exterior doors shall be 1-3/4" solid-core wood-slab doors, or 18-gage insulated steel-slab doors, with compression seals all around, including the threshold. All door glazing shall 3/4" double-pane insulating units with double-strength 1/8" glass.

EXCEPTION:

- a. Sliding glass and French doors. (see number 3 above)
- b. Stained glass panels.
5. An acoustic acrylic mastic sealant (non-drying and non-hardening) shall be used to seal and caulk all penetrations in accordance with the California Energy Efficiency Standards for Low-Rise Residential Buildings.

6. A secondary weather-resistive barrier, or housewrap, shall be installed.

B. CNEL contours 65-70 dB and 70-75 dB.

1. Structures in CNEL contours 65-70 dB and 70-75 dB shall conform to the requirements for CNEL contour 60-65 dB.

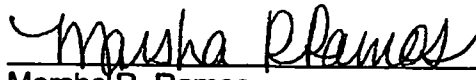
2. All windows shall have a minimum STC rating of 40. All Sliding glass doors and French doors shall have a minimum STC rating of 35. All windows shall be weatherstripped in accordance with the 2001 Energy Efficiency Standards for Low-Rise Residential Buildings.
EXCEPTION: Stained glass panels.
3. All exterior walls parallel to the noise source, or at some angle less than perpendicular to the noise source, shall be constructed, on the interior surface, with resilient channels 24" o.c. attached at right angles to the wood studs, with one layer of gypsum wallboard applied parallel to the channels. End joints of the wallboard shall be backblocked with resilient channels.
- C. CNEL contour 75-80 dB. Dwellings located in a CNEL contour of 75-80 dB or above shall meet the acoustical analysis requirements of Section 7-1807.

11. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and this City Council hereby declares that it would have passed the remainder of this Ordinance, if such invalid portion thereof has been deleted.

12. The City Clerk shall certify to the passage of this Ordinance and cause the City Attorney Synopsis of this Ordinance to be published once in a newspaper of general circulation, published and circulated in the City of Burbank, California.

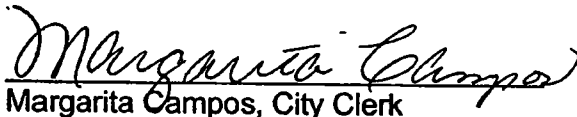
13. This Ordinance shall become effective at 12:01 a.m. of the thirty-first day after publication. It shall not apply to any project which already has submitted an application for a building permit by the effective date.

PASSED AND ADOPTED this 1st day of February, 2005.




Marsha R. Ramos
Mayor of the City of Burbank

Attest: _____


Margarita Campos, City Clerk

Approved as to Form and Legal Content
Dennis A Barlow, City Attorney

By: 
Mary F. Riley, Sr. Asst. City Attorney

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

I, Margarita Campos, City Clerk of the City of Burbank, do hereby certify that the foregoing Ordinance No. 3662 was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the 1st day of February, 2005, by the following vote:

AYES: Council Members Campbell, Golonski, Murphy, Vander Borcht and Ramos.

NOES: Council Members None.

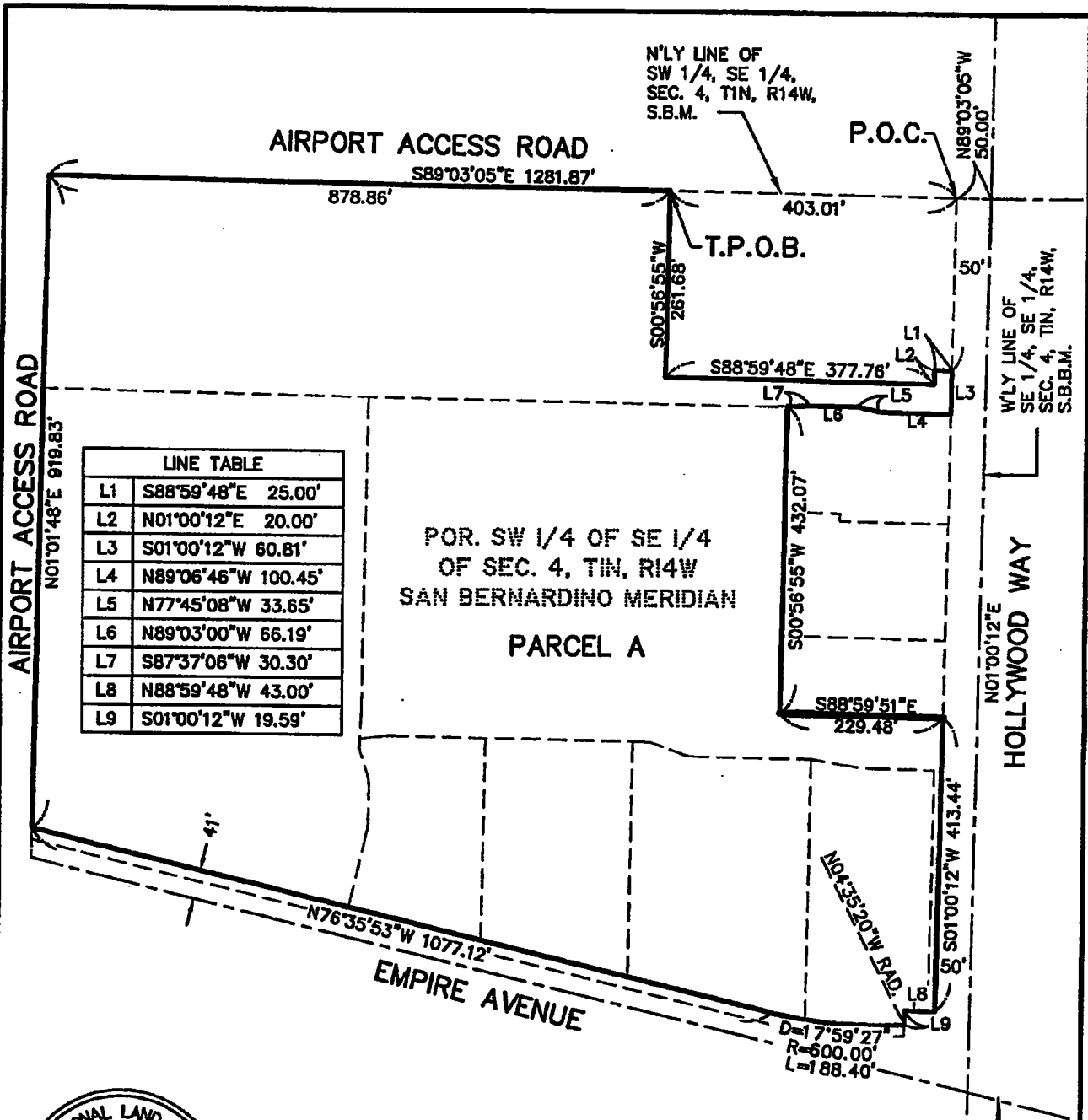
ABSENT: Council Members None.

I further certify that said Synopsis was published as required by law in a newspaper of general circulation in the City of Burbank, California on the 12th day of February, 2005.


Margarita Campos, City Clerk

EXHIBIT 9
A-1 North Property map

March, 2005



THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION

WARREN W. WILLIAMS, JR. P.L.S. 7038 DATE

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR PARCEL A

SCALE: 1"=200'

SHEET 1 OF 1

PARCEL A

BURBANK, CALIFORNIA



Development Resource Consultants, Inc.
Civil Engineering • Land Surveying • Environmental
6175 E. KAISER BOULEVARD
ANAHEIM HILLS, CA 92808 (714) 883-6800

EXHIBIT 10
A-1 North Property legal description

March, 2005

EXHIBIT "A"

PARCEL A

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, DISTANT WESTERLY THEREON 50 FEET FROM THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, AS SHOWN ON THE MAP OF TRACT NO. 6847, FILED IN BOOK 135, PAGES 34 AND 35 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF HOLLYWOOD WAY, 100 FEET WIDE; THENCE ALONG SAID NORTHERLY LINE, NORTH 89°03'05" WEST, 403.01 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID NORTHERLY LINE, SOUTH 00°56'55" WEST, 261.68 FEET, THENCE SOUTH 88°59'48" EAST, 377.76 FEET, THENCE NORTH 01°00'12" EAST, 20.00 FEET; THENCE SOUTH 88°59'48" EAST, 25.00 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 01°00'12" WEST, 60.81 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE NORTH 89°06'46" WEST, 100.45 FEET; THENCE NORTH 77°45'08" WEST, 33.65 FEET; THENCE NORTH 89°03'00" WEST, 66.19 FEET; THENCE SOUTH 87°37'06" WEST, 30.30 FEET; THENCE SOUTH 00°56'55" WEST, 432.07 FEET; THENCE SOUTH 88°59'51" EAST, 229.48 FEET TO SAID WESTERLY RIGHT OF WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 01°00'12" WEST, 413.44 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 88°59'48" WEST, 43.00 FEET; THENCE SOUTH 01°00'12" WEST, 19.59 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 600.00 FEET, A RADIAL THROUGH SAID POINT BEARS NORTH 04°35'20" WEST; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°59'27" AN ARC LENGTH OF 188.40 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 41.00 FEET NORTHERLY OF THE CENTERLINE OF EMPIRE AVENUE, AS SHOWN ON SAID MAP; THENCE ALONG SAID PARALLEL LINE NORTH 76°35'53" WEST, 1077.12 FEET; THENCE LEAVING SAID PARALLEL LINE NORTH 01°01'48" EAST, 919.83 FEET TO SAID NORTHERLY LINE; THENCE ALONG SAID NORTHERLY LINE SOUTH 89°03'05" EAST, 878.86 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 26.46 ACRES, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

EXHIBIT 11
Adjacent Property map

March, 2005

[illegible]

SUITE 20
(818) 787-0670
JOB # 1009-1434

EXHIBIT 12
Adjacent Property legal description

March, 2005

LEGAL DESCRIPTION: "ADJACENT PROPERTY"

1. PARCEL "A SOUTH".

PARCEL "A SOUTH" BEING THAT PORTION OF PARCEL "A" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

EXCEPTING THE EASTERLY 50 FEET OF SAID LAND.

ALSO EXCEPTING THAT PORTION OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, LYING NORTHERLY OF A LINE PARALLEL WITH AND DISTANT NORTHERLY 750.00 FEET MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF THE EAST-WEST RUNWAY OF THE BURBANK-GLENDALE-PASADENA AIRPORT, SAID CENTERLINE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF HOLLYWOOD WAY (100.00 FEET WIDE) WITH THE CENTERLINE OF WINONA AVENUE, BEING THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4; THENCE ALONG SAID CENTERLINE OF HOLLYWOOD WAY, SOUTH 100°12' WEST 621.13 FEET TO ITS INTERSECTION WITH THE EASTERLY PROLONGATION OF THE CENTERLINE OF SAID RUNWAY; THENCE ALONG SAID PROLONGATION AND SAID CENTERLINE, NORTH 89°03'06" WEST TO THE WESTERLY LINE OF SAID AIRPORT.

2. PARCEL "E".

PARCEL "E" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 3 IN THE NORTHWEST ONE-QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN

"ADJACENT PROPERTY"

BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, LYING EASTERLY OF THAT CERTAIN COURSE IN THE GENERAL EASTERLY LINE OF THE BURBANK-GLENDALE-PASADENA AIRPORT DESCRIBED IN PARCEL 1 IN THAT DEED TO THE HOLLYWOOD-BURBANK AIRPORT AUTHORITY RECORDED ON JUNE 29, 1978 AS INSTRUMENT NO. 78-704352 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS HAVING A BEARING AND LENGTH OF "NORTH 1254'21" WEST 2897.71 FEET".

EXCEPT THE EASTERLY 330 FEET OF THE NORTHERLY 660 FEET THEREOF.

3. PARCEL "H".

PARCEL "H" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE MOST SOUTHERLY 47 FEET OF THE NORTHERLY 660 FEET OF THE EASTERLY 330 FEET OF LOT 3 OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

4. PARCEL "D".

PARCEL "D" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT "A" OF TRACT NO. 3008, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 34 PAGE 71 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LOT "A", LYING WESTERLY OF THAT CERTAIN EASTERLY BOUNDARY LINE OF THE LAND DESCRIBED IN PARCEL 1 OF THE DEED TO THE CITY OF BURBANK, RECORDED ON JUNE 29, 1978 AS INSTRUMENT NO. 78-704351, IN SAID OFFICE OF THE COUNTY

"ADJACENT PROPERTY"

RECORDER OF SAID COUNTY, SHOWN AS HAVING A BEARING AND LENGTH OF NORTH 1254'21" WEST 2897.71 FEET.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LOT "A" OF TRACT NO. 3008, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINES OF HOLLYWOOD WAY (100.00 FEET WIDE) AND WINONA AVENUE (80.00 FEET WIDE); THENCE NORTH 89°01'33" WEST 1610.28 FEET ALONG THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT "A", BEING THE CENTERLINE OF WINONA AVENUE, VACATED BY THE CITY OF BURBANK, BY RESOLUTION NO. 1965 ON JUNE 18, 1941 AND NO. 1032 ON MARCH 26, 1929 AND FURTHER BEING THAT CERTAIN COURSE IN THE BOUNDARY OF THE PROPERTY CONVEYED TO THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, FORMERLY KNOWN AS THE HOLLYWOOD-BURBANK AIRPORT AUTHORITY BY DEED RECORDED AS DOCUMENT NO. 78-704352 ON JUNE 29, 1978, IN THE OFFICE OF SAID COUNTY RECORDER, DESCRIBED IN SAID DEED AS BEING THE NORTHERLY LINE OF THE SOUTHEAST ONE-QUARTER, SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°01'33" WEST 259.27 FEET TO THE WESTERLY TERMINUS OF SAID CERTAIN COURSE; THENCE CONTINUING ALONG THE BOUNDARY OF SAID AIRPORT AUTHORITY, NORTH 1254'21" WEST 432.61 FEET; THENCE PARALLEL WITH THE FIRST DESCRIBED COURSE IN SAID AIRPORT AUTHORITY BOUNDARY, SOUTH 89°01'33" EAST 363.05 FEET TO A LINE DRAWN AT RIGHT ANGLES TO SAID FIRST DESCRIBED COURSE THAT PASSES THROUGH SAID TRUE POINT OF BEGINNING; THENCE ALONG SAID LINE SOUTH 00°58'27" WEST 419.98 FEET TO THE TRUE POINT OF BEGINNING.

"ADJACENT PROPERTY"

EXHIBIT 13

**Resolution No. 26893 re: PUC §21661.6 approval for A-1
Property**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK
APPROVING THE BURBANK-GLENDALE-PASADENA AIRPORT
AUTHORITY'S APPLICATION FOR APPROVAL OF LAND
ACQUISITION PURSUANT TO PUBLIC UTILITIES CODE SECTION
21661.6 (A-1 NORTH PROPERTY).**

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. On April 30, 1996, the Council of the City of Burbank approved certain procedures concerning noticing, standards for review, and other matters relating to public hearings and City Council approval of acquisition of property and plans therefore pursuant to Section 21661.6 of the California Public Utilities Code ("Procedures").

B. On October 27, 2004, the Burbank-Glendale-Pasadena Airport Authority submitted an application to acquire a portion of the A-1 North Property ("A-1 North Property Application"). Upon review of the A-1 North Property Application, the City issued its Notice of Filing of Application on November 16, 2004, formally initiating the review process pursuant to the Procedures.

C. The A-1 North Property Application seeks approval for the Authority to (i) acquire 26.7 acres of land; (ii) use said property solely and exclusively for the limited purposes set forth in the A-1 North Property Application; and (iii) impose development restrictions on the A-1 North Property that preclude any structure, construction or development on the A-1 North Property for purposes of expanding or enlarging the Airport except as provided herein. Collectively the proposed uses and restrictions constitute the "A-1 North Property Plan".

D. Pursuant to the Procedures, the Council shall approve the A-1 North Property Application if it is shown that (1) the advantages to the public of the proposed expansion outweigh the disadvantages to both the public and the environment; and (2) approval of the A-1 North Property Application is consistent with the objective of adopting land use measures that minimize the public's exposure to excessive noise and safety hazards within areas around public airports to the extent that these areas are not already devoted to incompatible uses.

E. On November 19, 2004, City staff issued its Preliminary Analysis of the A-1 North Property Application.

F. The City Planner set the date for a hearing before the City Council on the A-1 North Property Application for January 18, 2005, which hearing has been properly noticed in accordance with the Procedures. The Council continued the hearing and deliberations to January 25, 2005.

G. On January 11, 2005, City staff issued a report recommending that the City Council act to approve, subject to certain conditions, the A-1 North Property Application.

H. On January 18 and 25, 2005, the Council considered the Preliminary Analysis (and the attachments thereto), the Staff Report and recommendations (and the attachments thereto), testimony and written comments submitted by the public prior to and at the public hearing.

I. Council finds that both criteria for approval of the A-1 North Property Application and the A-1 North Property Plan will be met for the following reasons and only so long as the following conditions are met:

1. The approval of the A-1 North Property Application will not cause, enable, approve, or authorize the Authority to erect any structure, or engage in any construction or development for the purposes of expanding or enlarging the Airport except as provided herein.

2. The Authority's use of the A-1 North Property is limited to those uses and subject to those restrictions set forth in the A-1 North Property Plan which is attached as Exhibit A to this Resolution and incorporated herein by this reference.

3. The Authority's use of A-1 North Property will comply with the terms of applicable City zoning including the Planned Development (Project No. 2004-169) and Development Agreement (Project No. 2004-168).

4. Approval of the A-1 North Property Plan will be consistent with City policies which do not support the construction of a new or replacement commercial passenger terminal building on the A-1 North Property. Section 11-112 of the Burbank Municipal Code further would require a vote of the people for an agreement or discretionary act by the City to approve a relocated or expanded airport terminal.

5. Approval of the A-1 North Property Application, in combination with Planned Development (Project No. 2004-169) and Development Agreement (Project No. 2004-168) will not result in a net increase in public vehicle parking at the Airport.

6. The use of the A-1 North Property is subject to Burbank's land use and zoning laws including the Burbank General Plan and the Burbank Zoning Ordinance.

7. Approval of the A-1 North Property Application would not result in any significant adverse effect on traffic patterns on Hollywood Way, Empire Way

or elsewhere in the City and the proposed realignment of Airport access roads will primarily affect circulation of traffic on the Airport.

8. Approval of the A-1 North Property Application would allow the valet parking operation at the Airport to function more efficiently by not splitting the operation on both sides of the Airport Access Road and would enhance pedestrian safety.

9. Approval of the A-1 North Property Application would allow safety enhancements at the intersection of Hollywood Way, Thornton Avenue and the Airport access road.

10. Approval of the A-1 North Property Application would improve air quality by reducing the number of vehicle trips in the vicinity of the Airport by improving the efficiency of parking operations at the Airport.

11. Approval of the A-1 North Property Application would not result in the relocation or displacement of any persons or businesses.

12. Upon approval of the Planned Development for Project No. 2004-169, Ordinance No. 3660, the A-1 North Property Plan will be compatible with land uses in the vicinity of the Airport and will be compatible with Airport operations.

13. Approval of the A-1 North Property Application will not facilitate an increase in aircraft operations or otherwise induce growth of the Airport.

14. Approval of the A-1 North Property Application will not directly or indirectly lead to an increase in noise from the Airport and will not directly or indirectly impede the ability of the Airport Authority to secure noise relief for the residents of Burbank consistent with City policies.

J. The A-1 North Property Application ("Project") is a component of the proposed Bob Hope Airport Project which was analyzed in and examined in a Final Mitigated Negative Declaration. On January 25, 2005, the Council adopted Resolution No. 26,891 where the City, as a responsible agency, made certain findings and considered the Final Mitigated Negative Declaration prior to its' consideration of several "City Discretionary Projects" of which the A-1 North Property Application is specifically included, in accordance with Title 14 California Code of Regulations (the "CEQA Guidelines") §15096. A Mitigation Monitoring Plan, which was adopted by the Authority, and is deemed adequate by the responsible agency, is further incorporated into this Resolution in accordance with CEQA Guidelines §15097.

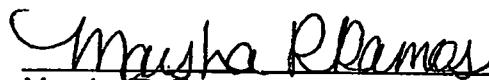
K. The Council considered the Final Mitigated Negative Declaration prior to acting on this Project.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. In accordance with California Public Utilities Code Section 21661.6, the A-1 North Property Application is approved and the Authority (i) is authorized to acquire approximately 26.7 acres of A-1 Property solely and exclusively for the purposes and subject to the conditions set forth in the A-1 Property Application and in this Resolution; (ii) is authorized to use the acquired property only as set forth in the A-1 North Property Plan as shown in Exhibit "A" attached hereto and incorporated by this reference; (iii) may not use the A-1 North Property for the purposes of expanding or enlarging the Airport except as provided herein.

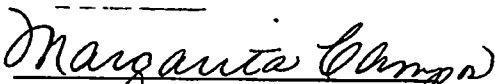
2. This Resolution shall be passed and adopted immediately, but shall not become effective until Ordinance No. 3660, which approves the planned development for Project 2004-169, is effective.

PASSED and ADOPTED this 25th day of January, 2005.

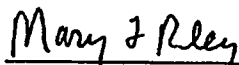


Marsha R. Ramos
Mayor of the City of Burbank

Attest:


Margarita Campos, City Clerk

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney



By: Mary F. Riley, Sr. Asst. City Attorney

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

I, Margarita Campos, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the 25th day of January, 2005, by the following vote:

AYES: Council Members Campbell, Golonski, Murphy and Ramos.

NOES: Council Member Vander Borcht.

ABSENT: Council Members None.

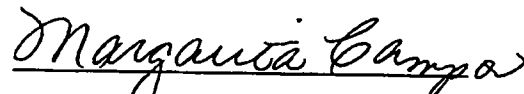
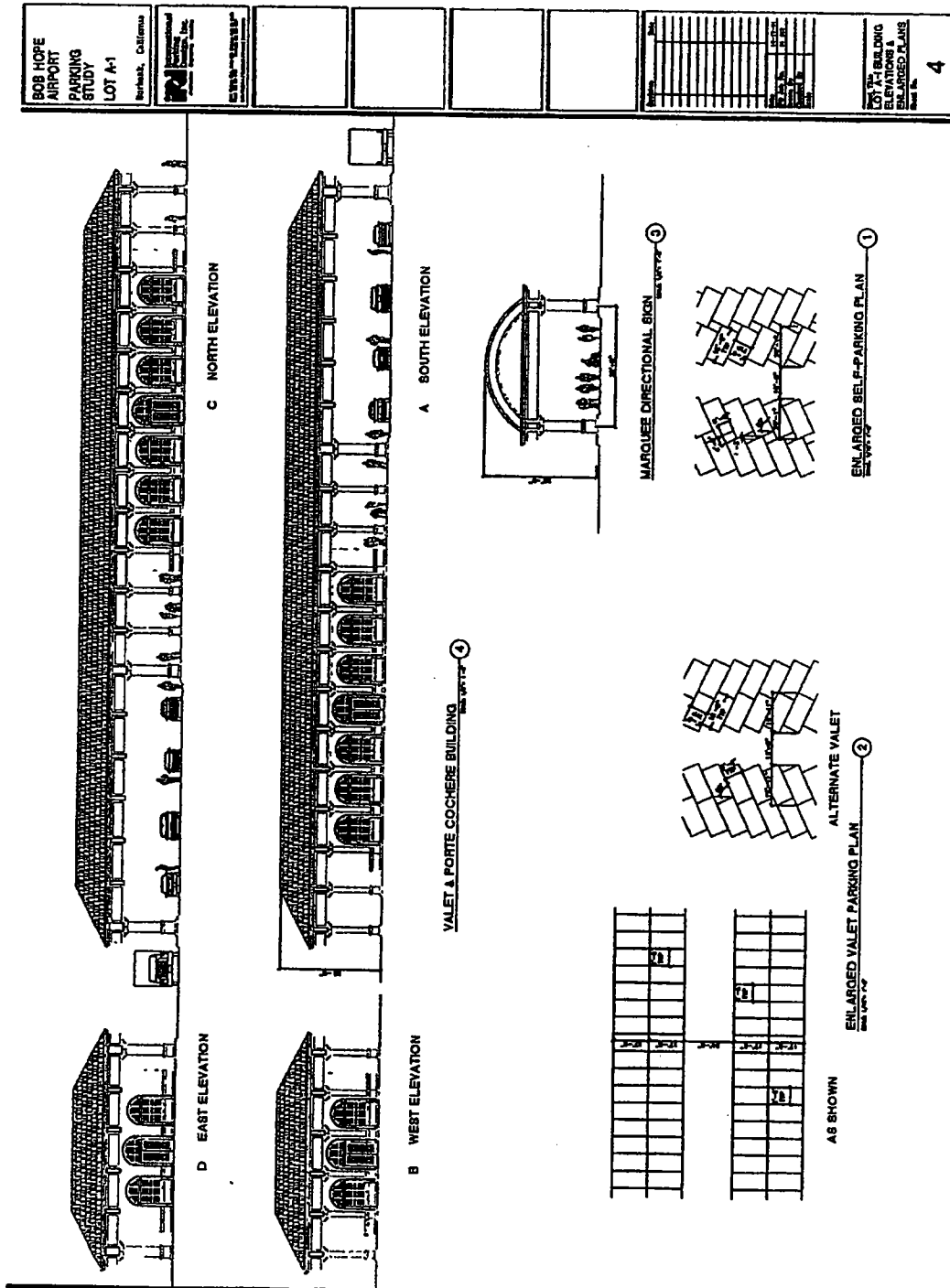
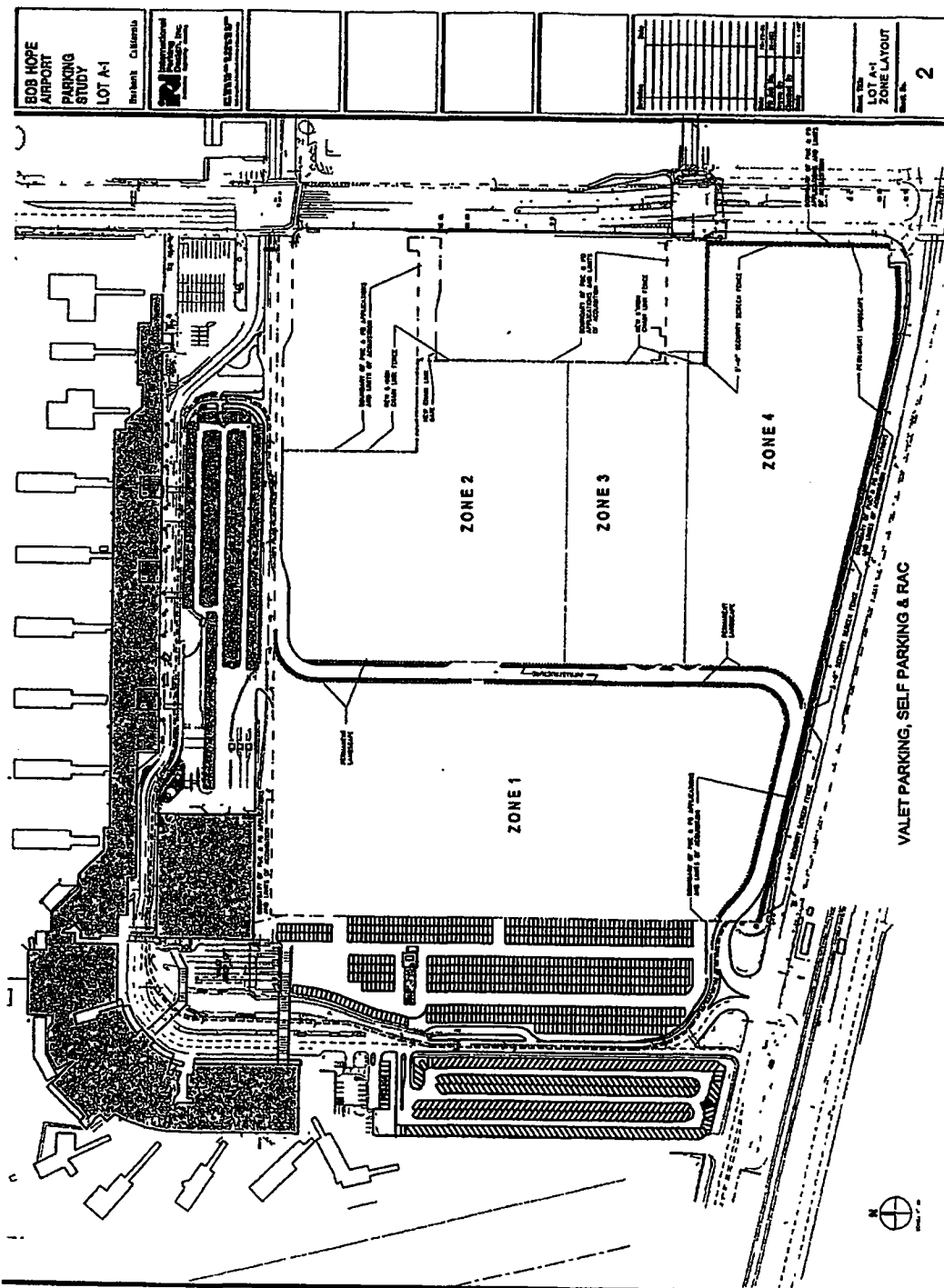

Margarita Campos, City Clerk

EXHIBIT A
A-1 NORTH PROPERTY PLAN
[attached as 9 pages]

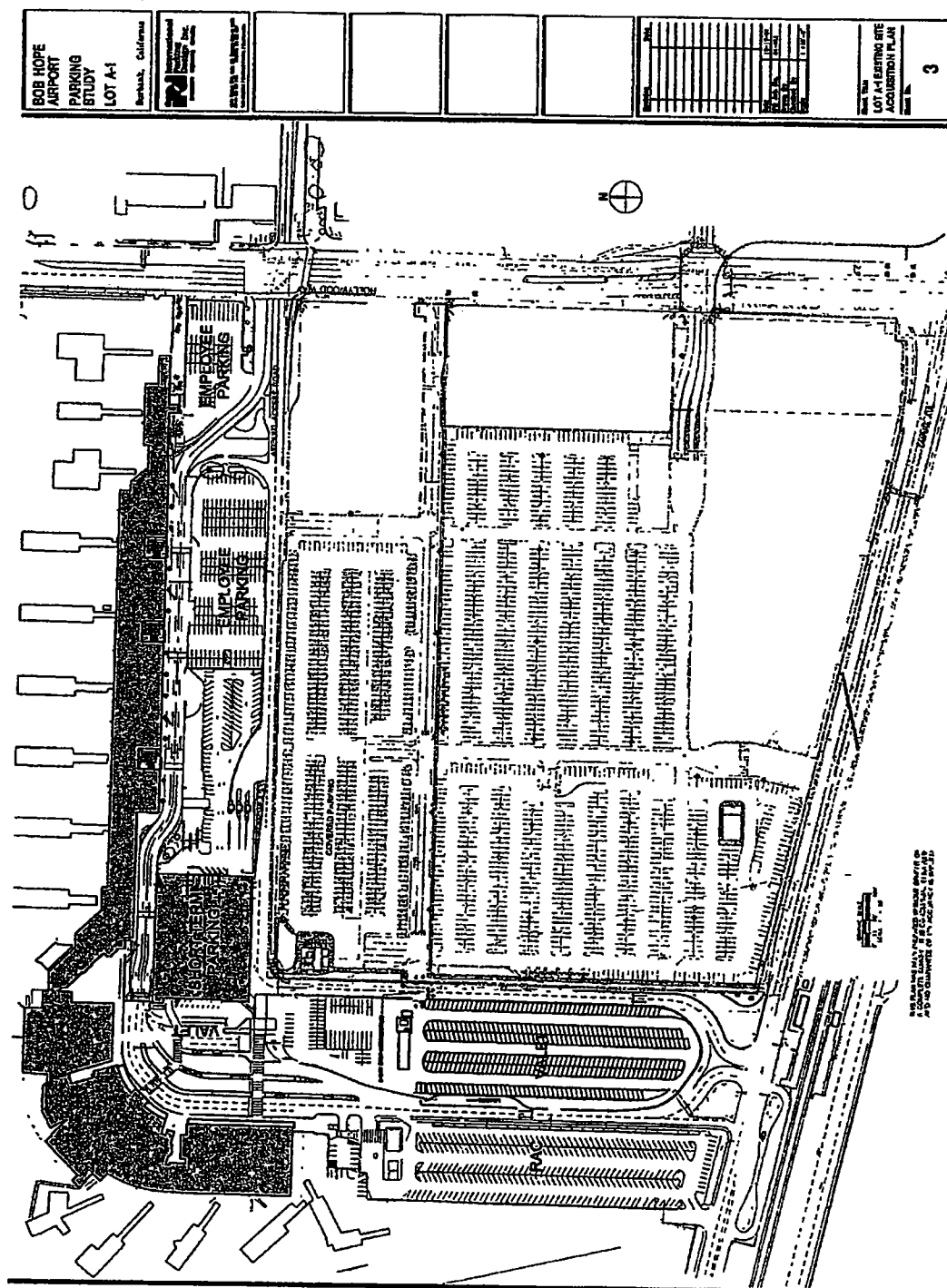
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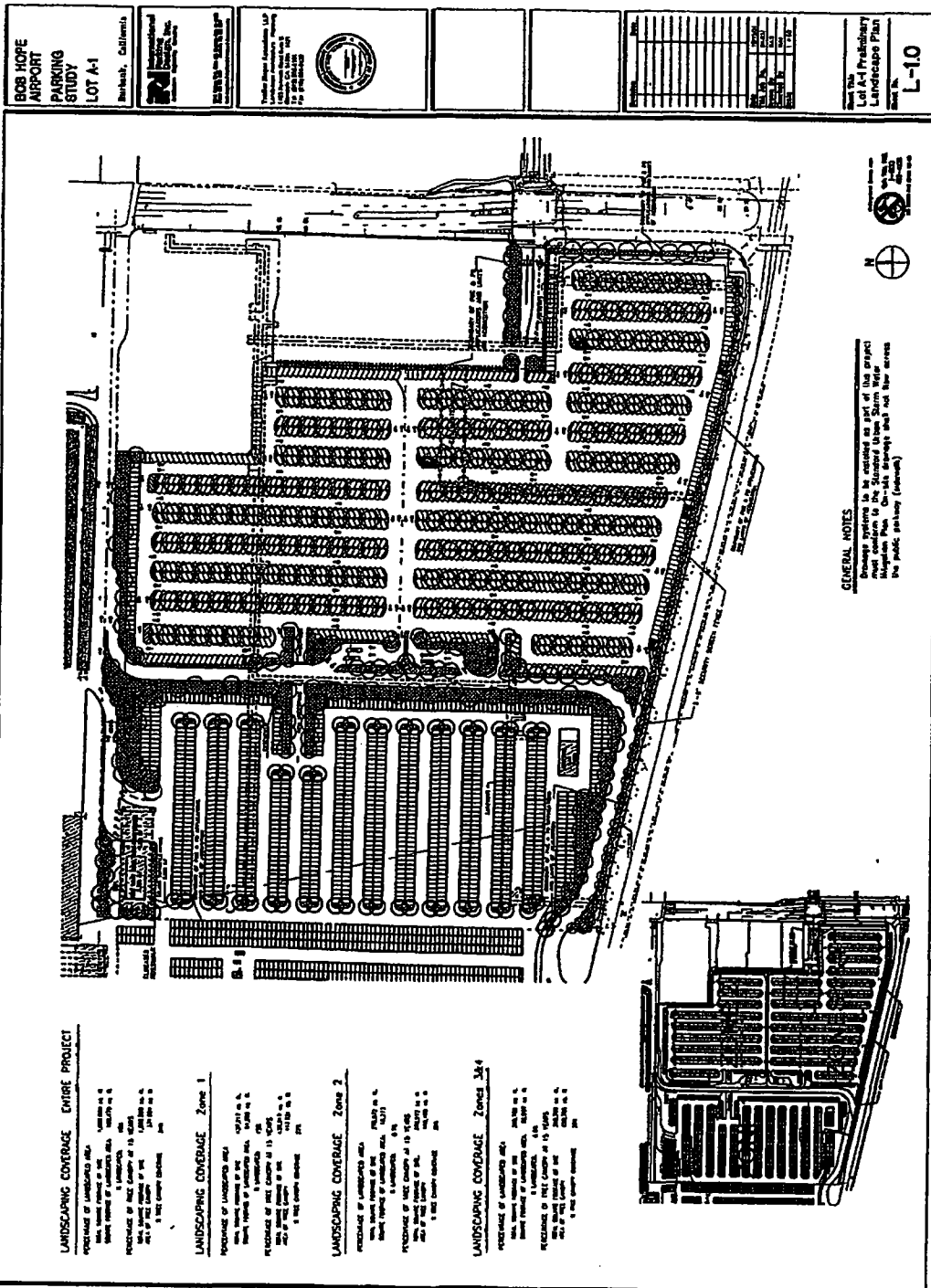
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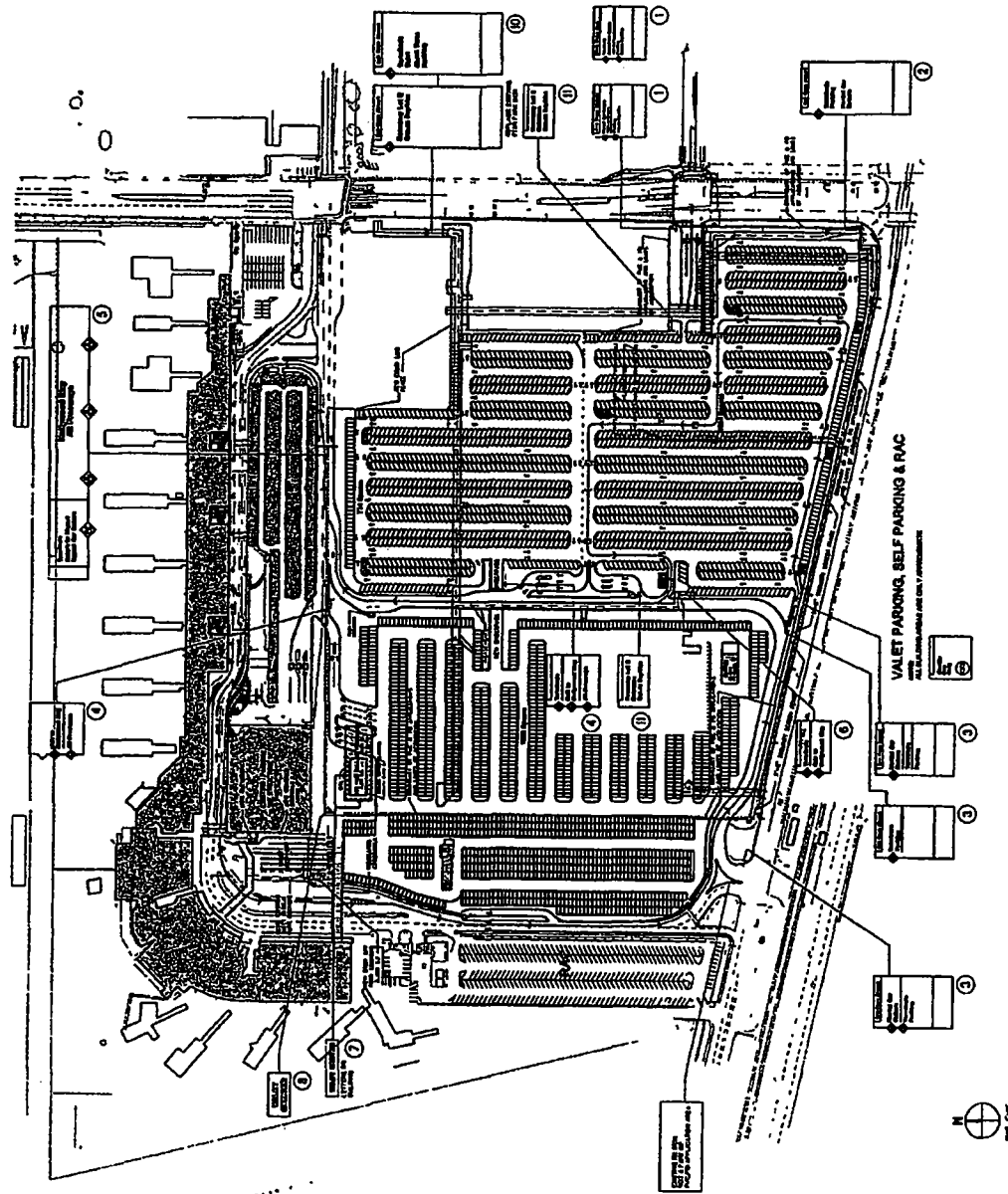
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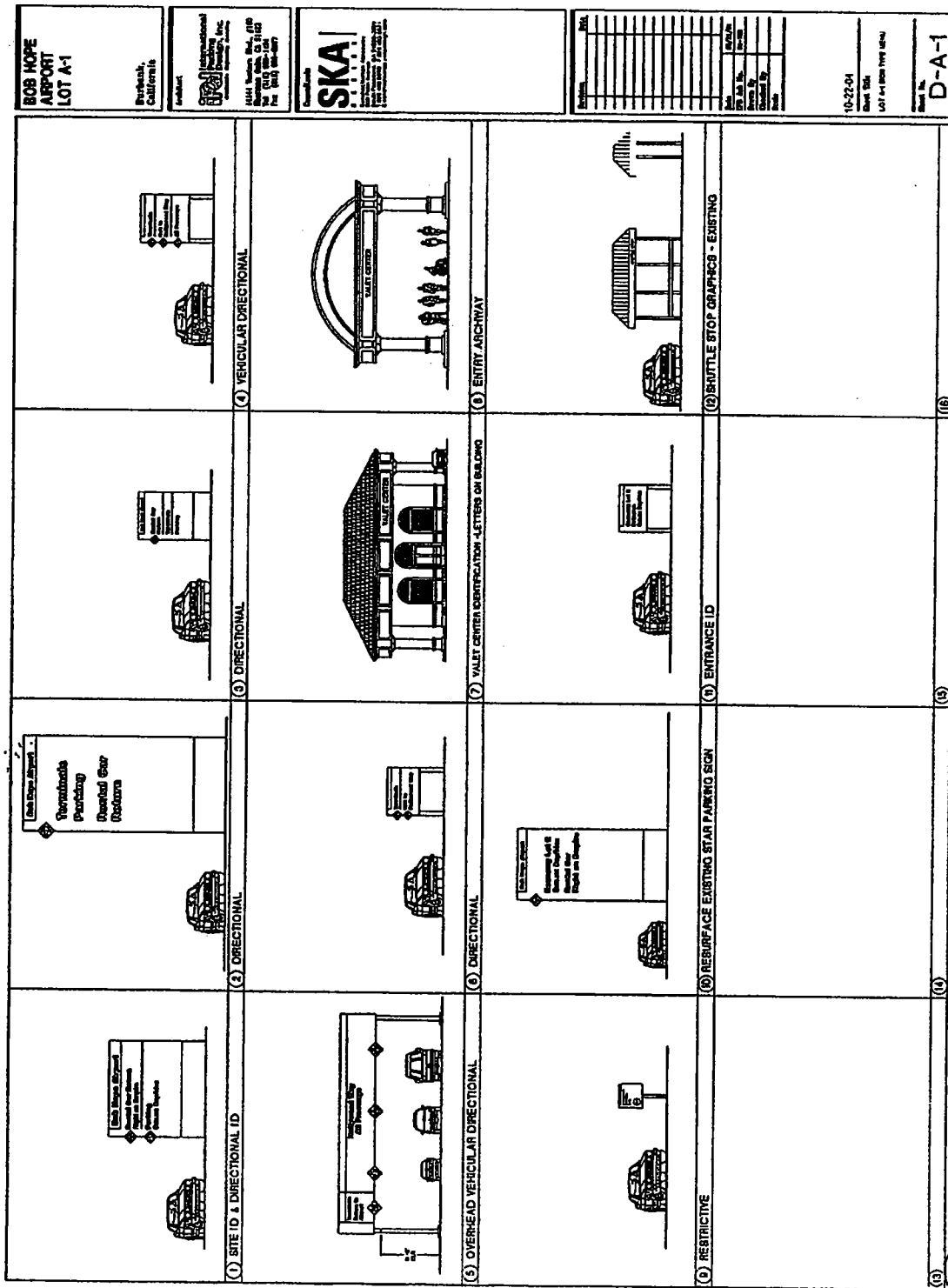
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B21

**Plan for Acquisition and Use of A-1 North Property
Pursuant to California Public Utilities Code Section 21661.6(a)**

**2555 N. Hollywood Way
Burbank-Glendale-Pasadena Airport Authority, Applicant**

The following description of the Airport Authority's Plan (the "Plan") to acquire and use the A-1 North property accompanies and describes the site and building plans submitted by the Authority for development and use of the property. The items listed below and the site and building plans together compose the Plan.

1. The Plan authorizes the construction and operation of a relocated Airport access road and a surface airport parking and vehicle storage facility for use by airport passengers, and for the storage of new and rental vehicles. The Plan does not allow the A-1 North property to be used in whole or in part for any other use, including but not limited to other airport related uses.
2. The Plan establishes four "zones" numbered 1 through 4 as shown on the site plans. The Plan allows flexibility to vary the type of parking uses within each of the four zones as necessary and appropriate for Airport operations. A single zone may contain more than one type of parking use authorized for that zone at the same time. The Plan allows parking/storage uses within each of the zones as follows:
 - a) Zone 1: valet parking and related valet building facilities
 - b) Zone 2: valet parking, passenger self-parking, rental car storage, and/or new car storage
 - c) Zone 3: valet parking, passenger self-parking, rental car storage, and/or new car storage
 - d) Zone 4: valet parking, passenger self-parking, rental car storage, and/or new car storage

The land area not assigned to a particular zone on the submitted plans is authorized only for use as part of the Airport access road. This includes the strip of land separating Zone 1 from Zones 2, 3, and 4 and the strip of land at the southwest corner of the intersection of Hollywood Way, Thornton Avenue, and the Airport access road.

3. This Plan authorizes the construction and/or maintenance of the following buildings:
 - a) Car wash building: 2,300 square feet (existing, south end of Zone 1)
 - b) Valet building: not to exceed 3,200 square feet (north end of Zone 1)
 - c) Column-supported awning: not to exceed 3,000 square feet (north end of Zone 1)
 - d) Porte cochere: not to exceed 5,000 square feet (north end of Zone 1)
 - e) Parking attendant fee collections booths
 - f) Bus shelters for persons waiting to board the shuttle bus to the terminal

No building is permitted to exceed a height of 25 feet. With the exception of parking attendant booths and bus shelters, no buildings are permitted under the Plan in Zones 2, 3, and 4. The only buildings permitted in Zone 1 are those listed above.

4. A total of 2,940 parking spaces, and no more, are permitted by the Plan. This total number of spaces is inclusive of all valet, self-park, new car storage, and rental car storage spaces. The number of actual vehicles parked on the A-1 North property shall not exceed the number of allowed parking spaces.
5. The Plan requires all parking spaces to be located on grade on a paved surface. No above grade, semi-subterranean, or subterranean parking structures are permitted. A subterranean underpass is permitted beneath the north-south portion of the Airport access road to provide access between Zones 1 and 2. No vehicle parking or storage is allowed in the underpass.
6. The Plan requires that all landscaping and related improvements shown on the site plans be installed.

Changes to the Plan: If the Community Development Director determines that a proposed revision to the planned development that provides the zoning for the property subject to the Plan is in substantial conformance with the provisions and the general intent of the approved planned development zone, the Community Development Director shall have the authority to reconcile the Plan with the planned development revision.

In the event that there is an inconsistency between the uses authorized in Project 2004-169 and the uses authorized in the Plan, the Community Development Director shall have the authority to reconcile the Plan with the planned development authorized uses.

EXHIBIT 14

Resolution No. 26894 re: PUC §21661.6 approval for Lot A

March, 2005

RESOLUTION NO. 26,894

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK
APPROVING THE BURBANK-GLENDALE-PASADENA AIRPORT
AUTHORITY'S APPLICATION TO AMEND A LAND USE PLAN
PURSUANT TO PUBLIC UTILITIES CODE SECTION 21661.6(e).
(PARKING LOT A).

406

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. On April 30, 1996, the Council of the City of Burbank approved certain procedures concerning noticing, standards for review, and other matters relating to public hearings and City Council approval of acquisition of property and plans therefor pursuant to Section 21661.6 of the California Public Utilities Code ("Procedures").

B. On November 19, 1999, through adoption of Resolution No. 25,633, the Council approved the acquisition and use of approximately 49.26 acres of land in the City of Burbank, known as the Adjacent Property portion of the B-6 Property ("Adjacent Property"). The uses authorized by the Council were limited and included, for example, use of a portion of the Adjacent Property for temporary overflow vehicle parking and two aircraft parking positions.

C. On October 29, 2002, through adoption of Resolution No. 26,348, the Council amended the approved plan for use of the Adjacent Property by authorizing use of a portion of the site by Desmond's Studio Production Services for the storage of movie production vehicles and equipment.

D. The plan for use of the Adjacent Property as authorized by Resolution No. 25,633 and Resolution No. 26,348 is referred to herein as the Adjacent Property Plan.

E. On October 27, 2004, the Burbank-Glendale-Pasadena Airport Authority submitted an application to amend the Adjacent Property Plan to modify the uses permitted on the Adjacent Property ("Adjacent Property Application"). Upon review of the Adjacent Property Application, the City issued its Notice of Filing of Application on November 16, 2004, formally initiating the review process pursuant to the Procedures.

F. The Adjacent Property Application seeks amendment to the Adjacent Property Plan to allow the Authority to use approximately 16.7 acres of the Adjacent Property solely and exclusively for the limited purpose of relocating portions of the existing Parking Lot A, as more particularly described in the Adjacent Property Application.

G. The use of the Adjacent Property further is limited by several agreements between the City and the Authority executed in 1999 and referred to collectively as the Title Transfer Agreements. The governing body of the Authority, the Burbank-Glendale-

Pasadena Airport Authority Commission, by Resolution No. 398 and the City Council, by Burbank Resolution No. 26,892, have approved and authorized the execution of amendments to the Title Transfer Agreements, including the Amended, Restated, Superseding and Combined Escrow and Trust Agreement ("Escrow and Trust Agreement") and the Amended and Restated Grant of Easements, Declaration of Use Restrictions and Agreement for Adjacent Property; ("Adjacent Property Easement").

H. The Adjacent Property Easement establishes easements and use restrictions in favor of the City that (i) preclude any structure, construction or development project on the Adjacent Property to expand or enlarge the Airport except as provided herein and (ii) authorize certain temporary uses of the Adjacent Property for, for example, grading and environmental investigation.

I. Pursuant to the Procedures, the Council shall approve the Adjacent Property Application if it is shown that (1) the advantages to the public of the proposed expansion outweigh the disadvantages to both the public and the environment; and (2) approval of the Adjacent Property Application is consistent with the objective of adopting land use measures that minimize the public's exposure to excessive noise and safety hazards within areas around public airports to the extent that these areas are not already devoted to incompatible uses.

J. On November 19, 2004, City staff issued its Preliminary Analysis of the Adjacent Property Application.

K. The City Planner set the date for a hearing before the City Council on the Adjacent Property Application for January 18, 2005, which hearing has been properly noticed in accordance with the Procedures.

L. On January 11, 2005, City staff issued a report recommending that the City Council act to approve, subject to certain conditions, the Adjacent Property Application.

M. On January 18, 2005, the Council considered the Preliminary Analysis (and the attachments thereto), the Staff Report and recommendations (and the attachments thereto), testimony and written comments submitted by the public prior to and at a public hearing on this date. The Council continued the hearing and deliberations to January 25, 2005.

N. Council finds that both criteria for approval of the Adjacent Property Application set forth in the Procedures will be met for the following reasons and only so long as the following conditions are met:

1. The Authority's use of the Adjacent Property is limited to those uses and subject to those restrictions set forth in the amended and restated Adjacent Property Plan set forth in Exhibit A to this Resolution and incorporated herein by reference.

2. Easements and use restrictions established by the Adjacent Property Easement have been recorded in favor of the City which easements and use restrictions are valid and enforceable, and preclude any structure, construction or development on the Adjacent Property for purposes of expanding or enlarging the Airport except as specifically permitted by the Adjacent Property Easement and by this Resolution.

3. The Authority's use of the Adjacent Property will comply with the terms of applicable City zoning including the Planned Development (Project No. 2004-170) and Development Agreement (Project No. 2004-168).

4. The approval of the Adjacent Property Application will not cause, enable, approve, or authorize the Authority to erect any structure, or engage in any construction or development for the purposes of expanding or enlarging the Airport except as provided herein.

5. Approval of the Adjacent Property Application will be consistent with City policies, which do not support the construction of a commercial passenger terminal building on the Adjacent Property. The restrictions set forth in the Adjacent Property Easement further prohibit construction of a passenger terminal building on the Adjacent Property. Section 11-112 of the Burbank Municipal Code further would require a vote of the people for an agreement or discretionary act by the City to approve a relocated or expanded airport terminal.

6. Approval of the Adjacent Property Application, in combination with Planned Development (Project No. 2004-170) and Development Agreement (Project No. 2004-168), will not result in a net increase in public vehicle parking at the Airport.

7. The use of the Adjacent Property is subject to Burbank's land use and zoning laws including the Burbank General Plan and the Burbank Zoning Ordinance.

8. Approval of the Adjacent Property Application would not result in any significant adverse effect on traffic patterns on Hollywood Way or elsewhere in the City.

9. Approval of the Adjacent Property Application would enhance safety at the Airport by removing existing Parking Lot A from established safety zones and therefore would increase the Airport's compliance with FAA safety guidelines.

10. Approval of the Adjacent Property Application would not result in the relocation or displacement of any persons or businesses. In particular, the currently authorized use of the Adjacent Property for the storage of movie

production vehicles and equipment by Desmond's Studio Production Services would not change.

11. Upon approval of the Planned Development for Project No. 2004-170, Ordinance No. 3661, the Adjacent Property Plan will be compatible with land uses in the vicinity of the Airport and will be compatible with Airport operations.

12. Approval of the Adjacent Property Application will not facilitate an increase in aircraft operations or otherwise induce growth of the Airport.

13. Approval of the Adjacent Property Application will not directly or indirectly lead to an increase in noise from the Airport and will not directly or indirectly impede the ability of the Airport Authority to secure noise relief for the residents of Burbank consistent with City policies.

14. Approval of the Adjacent Property Application will not adversely affect air quality in the City.

O. The Council intends that the Adjacent Property Plan constitute a comprehensive plan that reflects all authorized uses of the Adjacent Property. Therefore, in addition to authorizing the uses identified in the Adjacent Property Application as conditioned herein, Council will amend and restate the Adjacent Property Plan to (i) incorporate all permitted and prohibited uses of the Adjacent Property contained in the Escrow and Trust Agreement and the Adjacent Property Easement and (ii) restate the authorization to use a portion of the Adjacent Property for the storage of movie production vehicles and equipment by Desmond's Studio Production Services.

P. Pursuant to the Escrow and Trust Agreement, the City and the Authority have agreed to seek a modification to the final order entered by the California Superior Court related to the Authority's action to condemn the B-6 Property entitled *Burbank-Glendale-Pasadena Airport Authority v. Lockheed Corporation, et al*, Case No. BC 155222 ("Final Order"). The purpose of the modification is to ensure that the Escrow and Trust Agreement and Adjacent Property Easement comport with the terms of said Final Order.

Q. The Escrow and Trust Agreement provides that should the court find that the Escrow and Trust Agreement or Adjacent Property Easement do not comport with the Final Order, both said Agreement and said Easement will terminate and the former versions of the Agreement and Easement shall be reinstated.

R. The Adjacent Property Application ("Project") is a component of the proposed Bob Hope Airport Project which was analyzed in and examined in a Final Mitigated Negative Declaration. On January 25, 2005, the Council adopted Resolution No. 26,891 where the City, as a responsible agency, made certain findings and considered the Final Mitigated Negative Declaration prior to its' consideration of several

"City Discretionary Projects" of which the Adjacent Property Application is specifically included, in accordance with Title 14 California Code of Regulations (the "CEQA Guidelines") §15096. A Mitigation Monitoring Plan, which was adopted by the Authority, and is deemed adequate by the responsible agency, is further incorporated into this Resolution by reference in accordance with CEQA Guidelines §15097.

S. The Council considered the Final Mitigated Negative Declaration prior to acting on the Project.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:


1. In accordance with California Public Utilities Code Section 21661.6, the Adjacent Property Application, is approved and the Authority (i) is authorized to use approximately 16.7 acres of Adjacent Property for the relocation of portions of the existing Parking Lot A onto a portion of the Adjacent Property; (ii) is authorized to use the Adjacent Property solely and exclusively for the purposes set forth in the Adjacent Property Plan as shown in Exhibit A attached hereto and incorporated by this reference, and (iii) is subject to the conditions set forth therein and set forth in the Adjacent Property Easement, including the imposition of development restrictions on the Adjacent Property in favor of the City that preclude any structure, construction or development on the Adjacent Property for purposes of expanding or enlarging the Airport except as provided herein.

2. The Adjacent Property Plan is amended and restated as shown in Exhibit "A" attached hereto and incorporated by this reference.

3. This Resolution shall be passed and adopted immediately, but shall not become effective until the Authority has acquired fee title to the A-1 North Property and has so informed the City.

3. The City Clerk of the City of Burbank shall mail a copy of this Resolution to the Authority.

PASSED and ADOPTED this 25th day of January, 2005.


Marsha R. Ramos
Mayor of the City of Burbank

Attest:


Margarita Campos, City Clerk

Approved as to Form and Legal Content
Dennis A. Barlow, City Attorney

Mary F. Riley
By: Mary F. Riley, Sr. Asst. City Attorney

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

I, Margarita Campos, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the 25th day of January, 2005, by the following vote:

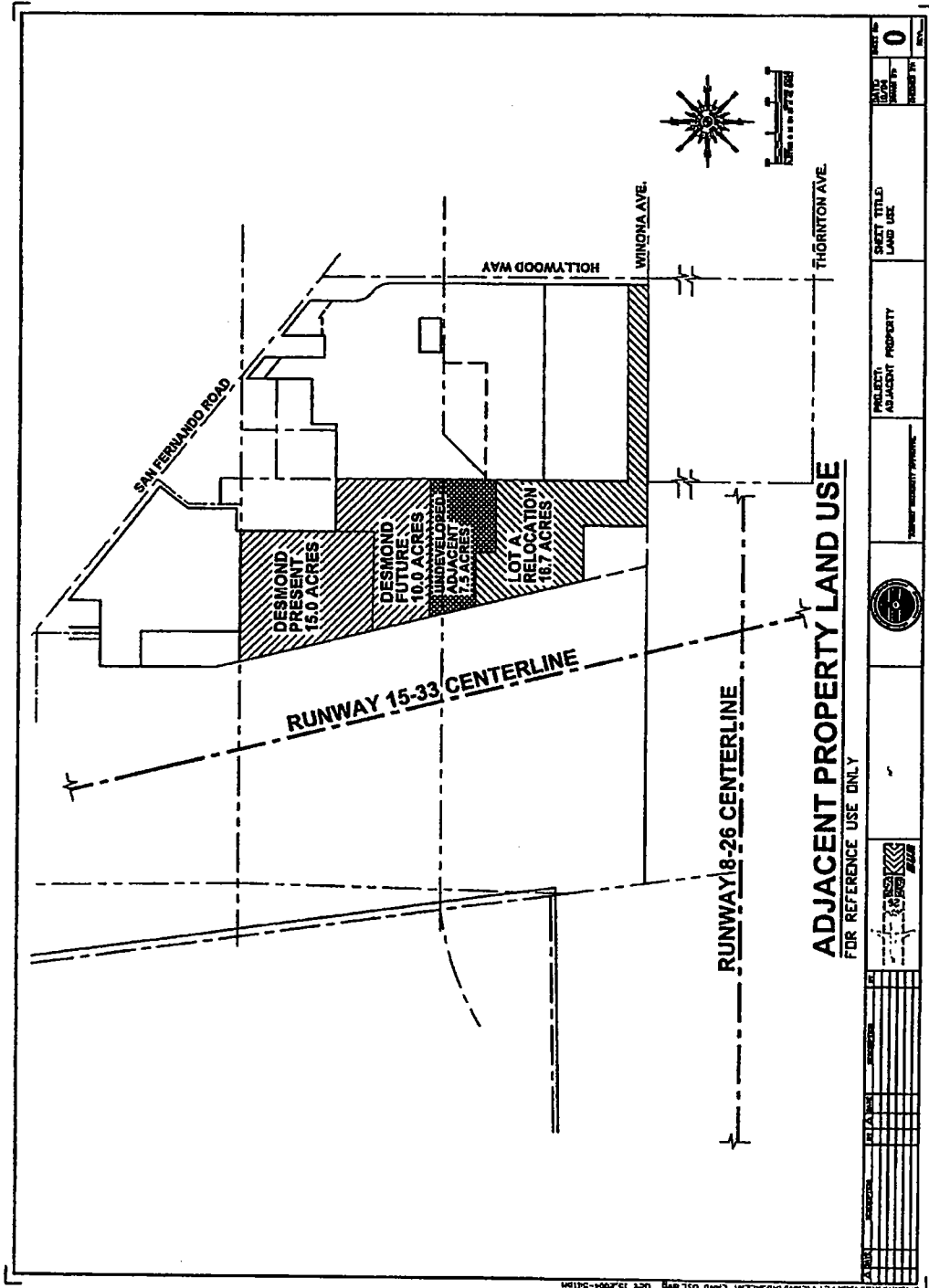
AYES: Council Members Campbell, Golonski, Murphy and Ramos.

NOES: Council Member Vander Borght.

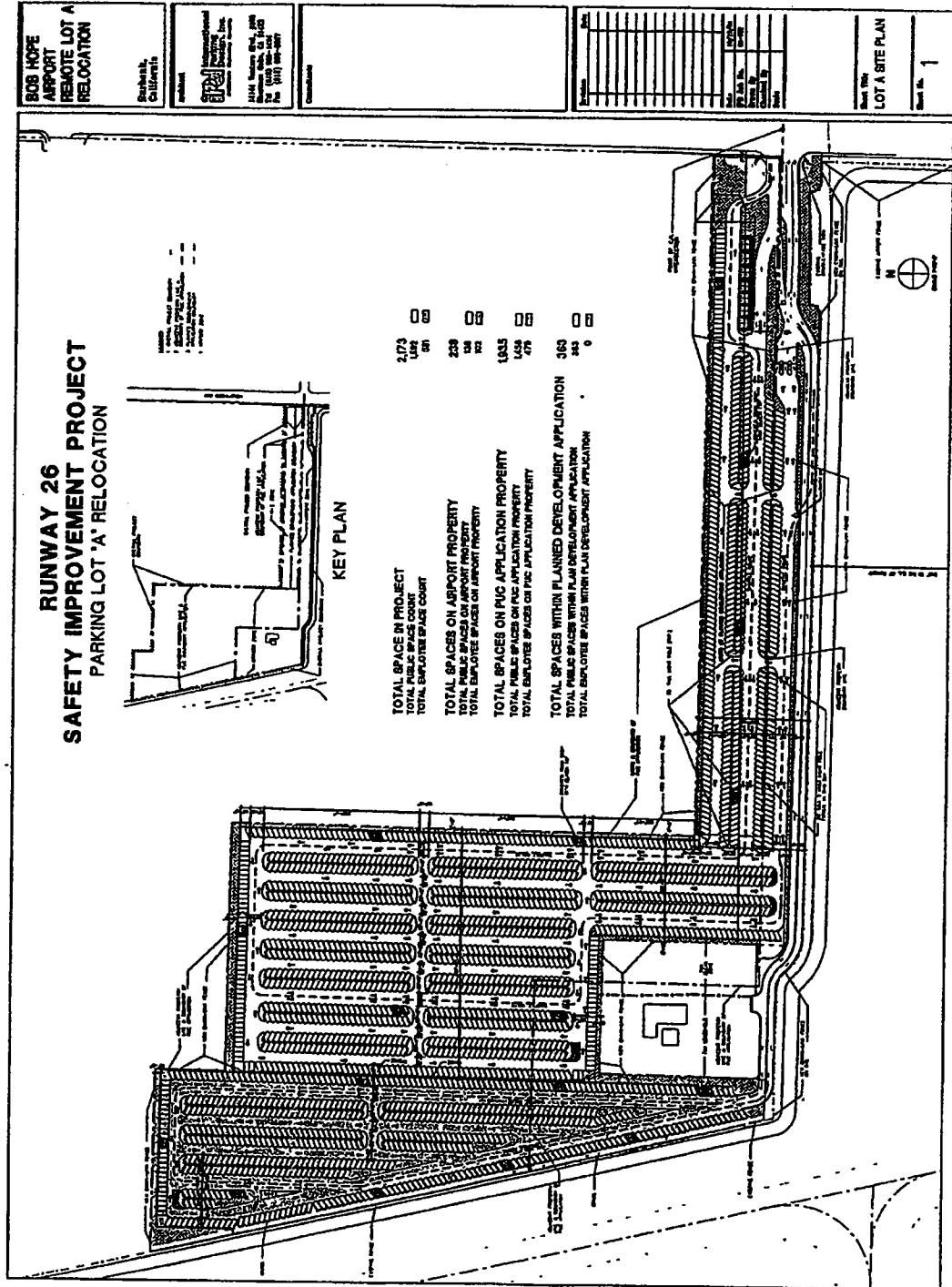
ABSENT: Council Members None.

Margarita Campos
Margarita Campos, City Clerk

EXHIBIT A
PARKING LOT A - PROPERTY PLAN
[attached as 9 pages]



C10



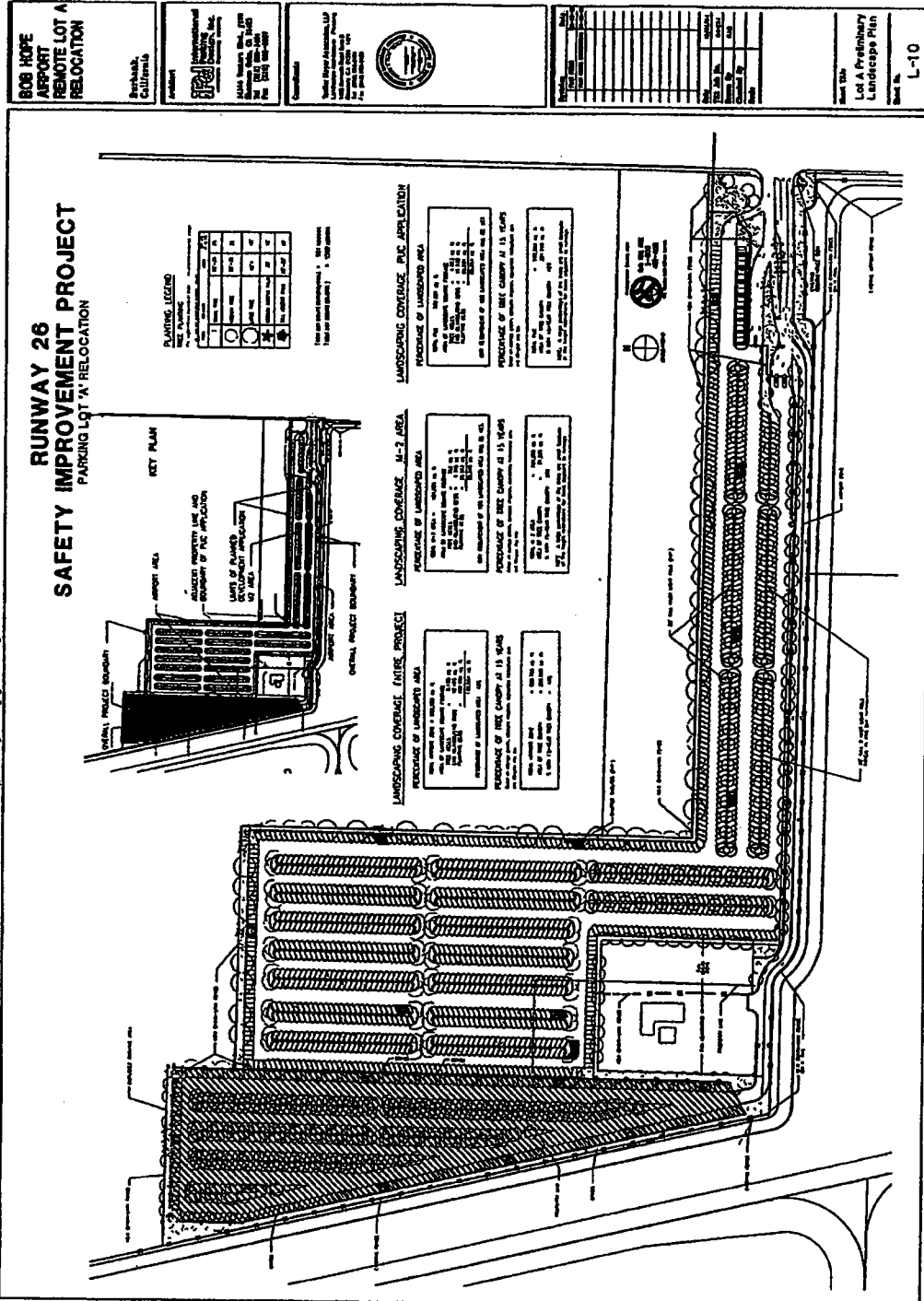
C12

The diagram shows a rectangular parking lot divided into a grid of parking spaces. The spaces are arranged in rows and columns. Dimensions are provided for various sections of the lot. A north arrow is located in the upper right corner of the plan.

ENLARGED SELF-PARKING PLAN

1

C13

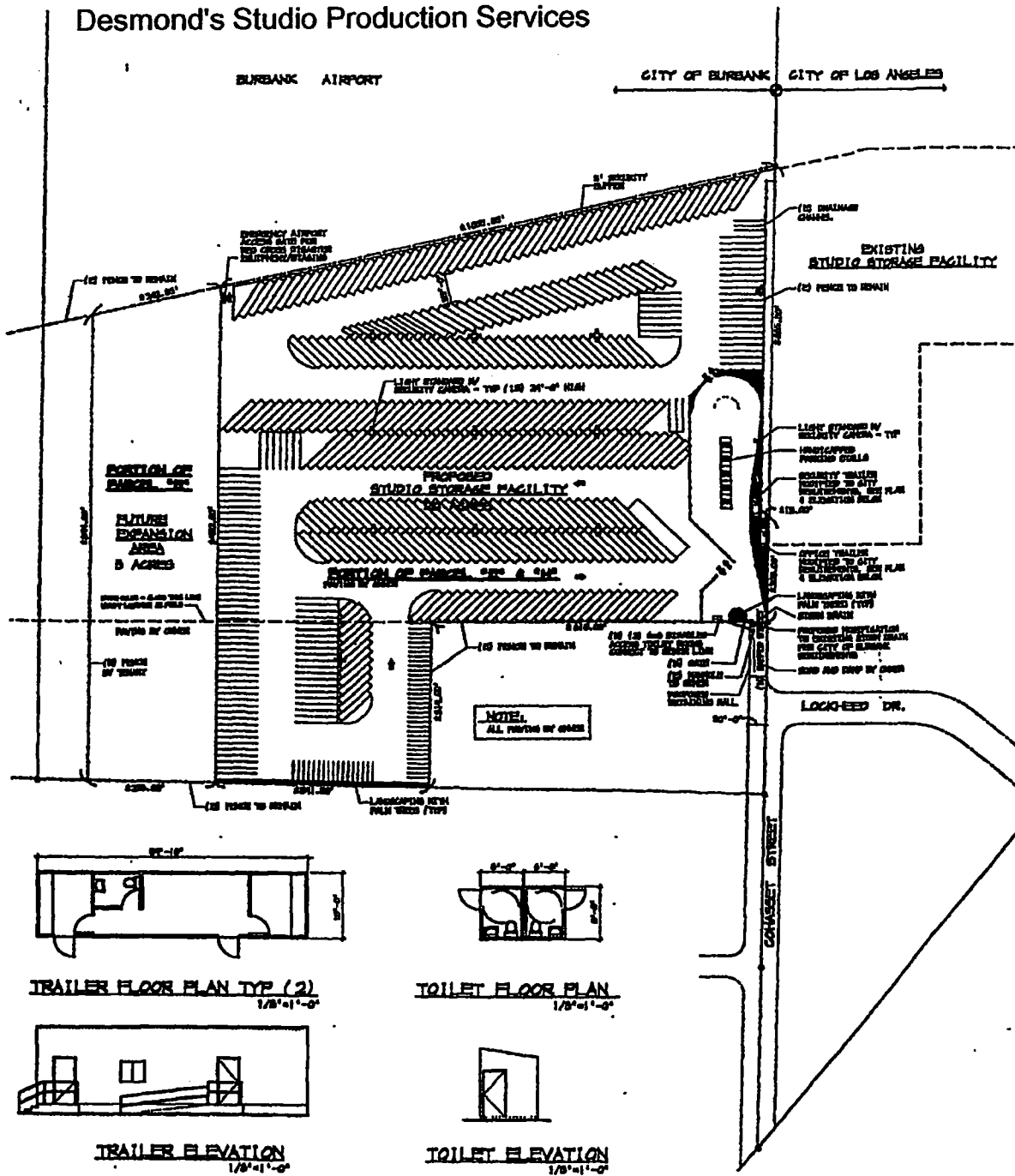


[illegible]

BOB HOPE AIRPORT LOT A Burbank, California Architect: SKA 1444 Lusk Blvd., 14th Floor San Francisco, CA 94109 Tel: (415) 774-1000 Fax: (415) 774-1001 Contributor: SKA 1444 Lusk Blvd., 14th Floor San Francisco, CA 94109 Tel: (415) 774-1000 Fax: (415) 774-1001		Date: _____ Revision: _____ 10-22-04 Sheet Title: _____ LOT A SIGN TYPE LEGEND Sheet No. D-A	
 1 DIRECTIONAL	 2 OVERHEAD VEHICULAR DIRECTIONAL	 3 ENTRANCE ID	 4 SHUTTLE STOP GRAPHICS - EXISTING
 5 SHUTTLE STOP SIGN - EXISTING	 6 GRID LOCATOR SIGNS	 7 EXIT	 8 FAA SIGN
 9 RESTRICTIVE	 10 RESTRICTIVE	 11 RESTRICTIVE	 12 RESTRICTIVE
13	14	15	16

C21

Desmond's Studio Production Services



**Amended and Restated Plan for Use of Adjacent Property
Pursuant to California Public Utilities Code Section 21661.6(e)**

Burbank-Glendale-Pasadena Airport Authority, Applicant

The following description of the Airport Authority's amended and restated Plan (the "Plan") to use the Adjacent Property accompanies and describes the site plans submitted by the Authority for development and use of the property. The items listed below and the site plans together compose the Plan.

1. The Plan authorizes the development and use of the Adjacent Property as follows:
 - 25 acres at the north end of the property are authorized for use by Desmond's Studio Production Services for a storage facility for movie production equipment and vehicles. The facility is authorized to have surface paving, fencing, lighting, and non-permanent office or similar trailers only. No other structures or any permanent buildings are authorized.
 - 16.7 acres at the south end of the property are authorized for construction and operation by the Authority of a surface airport parking facility for use by airport passengers and employees. The surface parking facility shall be utilized as a portion of Airport Parking Lot A only and shall not be utilized for other parking purposes or separately from the balance of Lot A as depicted on the submitted plans. The parking facility is authorized to have surface paving, fee collection booths for use by parking attendants, bus shelters for use by airport passengers and employees waiting for shuttle buses, light standards, and fencing as depicted on the submitted plans. No other structures are authorized.
 - The remaining 7.5 acres at the center of the Adjacent Property shall remain vacant and undeveloped and shall not be used for any purpose.
 - The Adjacent Property shall not be used in whole or in part for any other use, including but not limited to other airport related uses.
2. The Plan authorizes a maximum of 1,592 passenger parking spaces and 581 employee parking spaces in Parking Lot A. This includes spaces located off of the Adjacent Property. The number of actual vehicles parked at the facility shall not exceed the number of approved parking spaces.
3. The Plan authorizes parking spaces to be located on grade on a paved surface only. No above grade, semi-subterranean, or subterranean parking structures are permitted.
4. The Plan requires that all landscaping and related improvements shown on the site plans be installed.

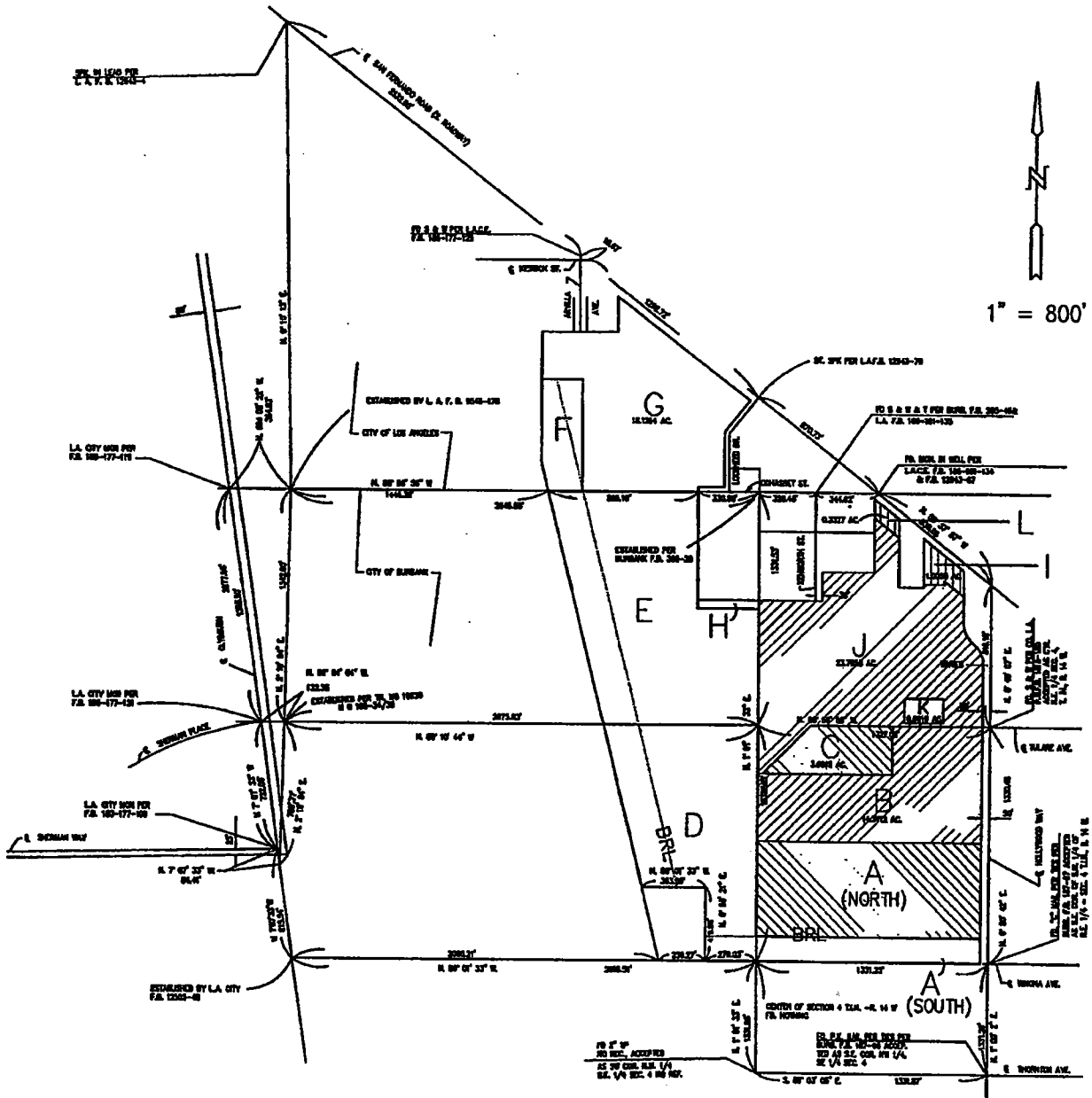
Changes to the Plan: If the Community Development Director determines that a proposed revision to the planned development that provides the zoning for a portion of the property subject to the Plan is in substantial conformance with the provisions and the general intent of the

approved planned development zone, the Community Development Director shall have the authority to reconcile the Plan with the planned development revision.

EXHIBIT 15
Trust Property map

March, 2005

1" = 800'



DUBRON AND ASSOCIATES SURVEYORS
16760 STAGG STREET SUITE 201
VAN NUYS, CA 91406 (818) 787-0876
DATE: 8-30-89 JOB # 1009-1434

EXHIBIT 16
Trust Property legal description

March, 2005

LEGAL DESCRIPTION: "TRUST PROPERTY"

1. PARCEL "J"

PARCEL "J" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF TRACT NO. 11663, AS SHOWN ON MAP RECORDED IN BOOK 257 PAGE 36 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 1, NORTH 88°14' WEST 231.01 FEET TO THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF THE LAND DESCRIBED IN PARCEL 1 OF THE DEED TO PACIFIC AIRMOTIVE CORPORATION, REAL ESTATE COMMISSIONER ON NOVEMBER 29, 1946 IN BOOK 24004 PAGE 73, OFFICIAL RECORDS, AS INSTRUMENT NO. 1593, IN SAID OFFICE OF THE COUNTY RECORDER; THENCE ALONG SAID PROLONGATION AND EASTERLY LINE, NORTH 104°32' EAST 172 FEET TO THE NORTHEASTERLY CORNER OF SAID LAND; THENCE NORTH 88°50'14" WEST 213 FEET TO THE NORTHWESTERLY CORNER OF SAID LAND; THENCE ALONG THE WESTERLY LINE OF SAID LAND AND ITS SOUTHERLY PROLONGATION SOUTH 104°32' WEST 172 FEET TO THE SOUTHERLY LINE OF SAID LOT 1; THENCE ALONG SAID SOUTHERLY LINE, NORTH 88°50'14" WEST 169.42 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, BEING ALSO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER TO THE NORTHWESTERLY CORNER OF THE LAND DESCRIBED IN DEED TO LOCKHEED AIR TERMINAL, INC., RECORDED ON SEPTEMBER 19, 1947 IN BOOK 25099 PAGE 177 OF SAID OFFICIAL RECORDS, AS INSTRUMENT NO. 25; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LAND, SOUTH 46°03'28" WEST 381.13 FEET TO THE SOUTHERLY LINE OF THE NORTHERLY 270 FEET, MEASURED ALONG THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE ALONG SAID LAST MENTIONED SOUTHERLY LINE, NORTH 88°50'14" WEST 28.25 FEET TO THE WESTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE NORTHERLY ALONG SAID WESTERLY LINE, TO THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF THE SOUTHERLY 52.50 FEET OF LOT 6 OF TRACT NO. 6093, AS SHOWN ON MAP RECORDED IN BOOK 67 PAGE 77 OF MAPS, IN SAID OFFICE OF THE COUNTY RECORDER;

"TRUST PROPERTY"

.....

.....

THENCE EASTERLY ALONG SAID PROLONGATION AND NORTHERLY LINE AND ITS EASTERLY PROLONGATION TO THE SOUTHWESTERLY CORNER OF THAT PORTION OF KENWOOD STREET, 60 FEET WIDE, AS SHOWN ON SAID MAP OF TRACT NO. 6093, THAT IS DESCRIBED IN RESOLUTION NO. 13870 OF SAID CITY ADOPTED OCTOBER 3, 1964, A CERTIFIED COPY OF WHICH WAS RECORDED ON OCTOBER 15, 1964 IN BOOK D-2665 PAGE 527 OF SAID OFFICIAL RECORDS, AS INSTRUMENT NO. 6303; THENCE NORTHERLY ALONG SAID WESTERLY LINE, TO THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT 9 OF SAID TRACT NO. 6093; THENCE EASTERLY ALONG SAID LAST MENTIONED PROLONGATION AND NORTHERLY LINE, TO THE EASTERLY LINE OF SAID TRACT NO. 6093; THENCE NORTHERLY ALONG SAID EASTERLY LINE, TO A STRAIGHT LINE EXTENDING FROM A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4, DISTANT NORTHERLY THEREON 315 FEET FROM THE NORTH LINE OF LOT 8 OF SAID TRACT NO. 6093, SOUTHEASTERLY TO A POINT ON THE EASTERLY LINE OF THE WEST 134 FEET OF SAID EAST HALF, DISTANT NORTHERLY THEREON 206 FEET FROM THE EASTERLY PROLONGATION OF THE NORTH LINE OF LOT 8 OF SAID TRACT NO. 6093; THENCE SOUTHEASTERLY ALONG SAID STRAIGHT LINE TO SAID POINT ON THE EASTERLY LINE OF THE WEST 134 FEET OF SAID EAST HALF; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, TO THE NORTHERLY LINE OF THE SOUTH 128 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE EASTERLY ALONG SAID LAST MENTIONED NORTHERLY LINE, TO THE WEST LINE OR ITS PROLONGATION OF LOT 2 OF SAID TRACT NO. 11663; THENCE ALONG SAID LAST MENTIONED LINE TO THE NORTHWESTERLY CORNER OF SAID LOT 2; THENCE EASTERLY, NORTHERLY, SOUTHEASTERLY AND SOUTHERLY ALONG THE NORTHERLY, NORTHEASTERLY AND EASTERLY BOUNDARY LINES OF SAID LOT 2 AND SOUTHERLY ALONG THE EASTERLY BOUNDARY LINE OF LOT 1 OF SAID TRACT NO. 11663, TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THOSE PORTIONS OF LOTS 1 AND 2 OF TRACT NO. 11663, AS SHOWN ON MAP FILED IN BOOK 257 PAGE 36 OF MAPS, IN THE OFFICE OF THE REGISTRAR-RECORDER OF THE COUNTY OF LOS ANGELES, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

COMMENCING AT THE INTERSECTION OF A LINE PARALLEL WITH AND 30 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES FROM THE STRAIGHT LINE IN THE SOUTHERLY BOUNDARY OF LOT 14 OF TRACT NO. 10347, AS SHOWN ON MAP FILED IN BOOK 148 PAGES 81 AND 82 OF SAID MAPS, WITH A LINE PARALLEL WITH AND 50 FEET WESTERLY, MEASURED AT RIGHT ANGLES FROM THE STRAIGHT LINE IN THE WESTERLY BOUNDARY OF SAID LAST MENTIONED LOT; THENCE NORTH 021°10' EAST ALONG SAID

"TRUST PROPERTY"

LAST MENTIONED PARALLEL LINE, 198.74 FEET; THENCE NORTH 104°46' WEST ALONG A STRAIGHT LINE TO THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 2; THENCE WESTERLY ALONG SAID EASTERLY PROLONGATION TO THE SOUTHEASTERLY CORNER OF SAID LAST MENTIONED LOT, SAID SOUTHEASTERLY CORNER BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 021°10' EAST ALONG THE EASTERLY LINE OF SAID LAST MENTIONED LOT TO THE NORTHEASTERLY CORNER OF SAID LAST MENTIONED LOT; THENCE NORTH 5105°55' WEST ALONG THE NORTHEASTERLY LINE OF SAID LAST MENTIONED LOT, A DISTANCE OF 144.35 FEET; THENCE SOUTH 050°26' WEST 134.54 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 148 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 142.22 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 112 FEET, SAID REVERSE CURVE, ALSO BEING TANGENT AT THE SOUTHERLY TERMINUS THEREOF TO A LINE PARALLEL WITH AND 50 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID LAST MENTIONED STRAIGHT LINE; THENCE SOUTHEASTERLY ALONG SAID REVERSE CURVE, 103.88 FEET TO SAID LAST MENTIONED PARALLEL LINE; THENCE SOUTH 104°46' EAST ALONG SAID LAST MENTIONED LINE, 191.91 FEET TO THE EASTERLY LINE OF SAID LOT 1; THENCE NORTH 021°10' EAST ALONG SAID LAST MENTIONED EASTERLY LINE TO SAID TRUE POINT OF BEGINNING.

ALSO EXCEPT THAT PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF THE LAND DESCRIBED IN THE DEED TO COHASSET KENWOOD COMPANY, A LIMITED PARTNERSHIP, RECORDED ON SEPTEMBER 19, 1975 AS INSTRUMENT NO. 1055, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THAT PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF LOT 9 OF TRACT NO. 6093, AS PER MAP RECORDED IN BOOK 67 PAGE 77 OF MAPS, IN THE LOS ANGELES COUNTY RECORDERS OFFICE.

TOGETHER WITH THAT PORTION OF SAID LOT 1 OF TRACT NO. 11663, IN SAID CITY, COUNTY AND STATE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 1; THENCE SOUTH 8850°14' EAST ALONG THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 169.42 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 104°32' EAST, A DISTANCE OF 30.50 FEET; THENCE SOUTH 8850°14' EAST, A DISTANCE OF 213.00 FEET; THENCE SOUTH 104°32' WEST 30.50 FEET TO THE SOUTHERLY LINE OF SAID LOT 1; THENCE NORTH 8850°14' WEST ALONG SAID SOUTHERLY LINE, 213.00 FEET TO THE TRUE POINT OF BEGINNING.

"TRUST PROPERTY"

ALSO TOGETHER WITH THAT PORTION OF THAT CERTAIN ALLEY, 20 FEET WIDE, NOW VACATED AS SHOWN ON TRACT NO. 6949, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 142 PAGES 56 AND 57 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 2 OF TRACT NO. 11663, AS PER MAP RECORDED IN BOOK 257 PAGE 36 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTH 5105'55" EAST ALONG THE NORTHERLY LINE OF SAID LOT 2 TO A POINT DISTANT THEREON NORTH 5105'55" WEST 144.35 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT 2; THENCE NORTHERLY IN A DIRECT LINE TO THE MOST SOUTHERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO LOCKHEED PROPERTIES INC., RECORDED ON AUGUST 4, 1982 AS INSTRUMENT NO. 82-785803, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID CORNER BEING A POINT IN A LINE PARALLEL WITH AND 10 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES FROM THE NORTHEASTERLY LINE OF SAID LOT 2; THENCE NORTH 5105'55" WEST ALONG SAID PARALLEL LINE TO THE EASTERLY LINE OF LOT 1 OF TRACT NO. 6949, AS PER MAP RECORDED IN BOOK 142 PAGES 56 AND 57 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTHERLY ALONG SAID EASTERLY LINE TO THE POINT OF BEGINNING.

2. PARCEL "B".

THAT PORTION OF PARCEL "B" AS SHOWN ON MAP OF RECORD OF SURVEY IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHERLY 650.00 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

EXCEPT THEREFROM THAT PORTION OF ABOVE DESCRIBED LAND, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, DISTANT

"TRUST PROPERTY"

THEREON NORTH 8850'14" WEST 568.75 FEET FROM THE NORTHEAST CORNER THEREOF; THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 8850'14" WEST 758.12 FEET, MORE OR LESS, TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE WESTERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4, SOUTH 109'54" WEST 270.00 FEET; THENCE PARALLEL WITH THE FIRST MENTIONED COURSE IN THIS DESCRIPTION, SOUTH 8850'14" EAST 757.25 FEET TO A LINE WHICH IS PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4 AND WHICH PASSES THROUGH THE POINT OF BEGINNING; THENCE NORTH 0058'30" EAST 270.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND LYING WITHIN HOLLYWOOD WAY, 100.00 FEET WIDE.

SAID PARCEL BEING ALSO DESCRIBED IN DOCUMENT RECORDED ON JUNE 19, 1947 AS INSTRUMENT NO. 753 OF OFFICIAL RECORDS IN THE OFFICE OF SAID COUNTY RECORDER.

3. PARCEL "C".

THAT PORTION OF PARCEL "B" AS SHOWN ON MAP OF RECORD OF SURVEY IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, DISTANT THEREON NORTH 8850'14" WEST 568.75 FEET FROM THE NORTHEAST CORNER THEREOF; THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 8850'14" WEST 758.12 FEET, MORE OR LESS, TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE WESTERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4, SOUTH 0109'54" WEST 270.00 FEET; THENCE PARALLEL WITH THE FIRST MENTIONED COURSE IN THIS DESCRIPTION, SOUTH 8850'14" EAST 759.01 FEET TO A LINE WHICH IS PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, AND

"TRUST PROPERTY"

WHICH PASSES THROUGH THE POINT OF BEGINNING; THENCE NORTH 0058'30" EAST 270.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION OF ABOVE DESCRIBED PROPERTY. DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4, AS THE TRUE POINT OF BEGINNING; THENCE SOUTH 0109'54" WEST, A DISTANCE OF 270.00 FEET; THENCE SOUTH 8850'14" EAST, A DISTANCE OF 28.25 FEET; THENCE NORTH 4603'28" EAST, A DISTANCE OF 381.13 FEET; THENCE NORTH 8850'14" WEST, A DISTANCE OF 297.25 FEET TO THE TRUE POINT OF BEGINNING.
SAID PARCEL BEING ALSO DESCRIBED IN DOCUMENT RECORDED ON SEPTEMBER 19, 1947 AS INSTRUMENT NO. 25 OF OFFICIAL RECORDS IN THE OFFICE OF SAID COUNTY RECORDER.

4. PARCEL "T".

PARCEL "T" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF LOTS 1 TO 6 INCLUSIVE OF TRACT NO. 6949, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 142 PAGES 56 AND 57 OF MAPS, IN THE OFFICE OF THE REGISTRAR, RECORDER OF THE COUNTY OF LOS ANGELES, TOGETHER WITH THAT PORTION OF PEPPER STREET, 30 FEET WIDE, NOW VACATED, AS SHOWN ON SAID MAP AND THAT PORTION OF THAT CERTAIN ALLEY, AS SHOWN ON SAID MAP, NOW VACATED, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

COMMENCING AT THE INTERSECTION OF A LINE PARALLEL WITH AND 30 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES FROM THE STRAIGHT LINE IN THE SOUTHERLY BOUNDARY OF LOT 14 OF TRACT NO. 10347, AS SHOWN ON MAP FILED IN BOOK 148 PAGES 81 AND 82 OF SAID MAPS, WITH A LINE PARALLEL WITH AND 50 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE STRAIGHT LINE IN THE WESTERLY BOUNDARY OF SAID LAST MENTIONED LOT; THENCE NORTH 021'10" EAST ALONG SAID LAST MENTIONED PARALLEL LINE, 478.74 FEET; THENCE WESTERLY AT RIGHT ANGLES FROM SAID LAST MENTIONED PARALLEL LINE, 7.00 FEET; THENCE NORTH 243'10" EAST, ALONG A LINE WHICH IS TANGENT TO THE SOUTHERLY TERMINUS OF A CURVE CONCAVE TO THE WEST, AND HAVING A RADIUS OF 200 FEET, SAID CURVE ALSO BEING TANGENT AT THE NORTHERLY TERMINUS THEREOF TO THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF LOT 11 OF TRACT NO. 5761, AS

SHOWN ON MAP FILED IN BOOK 85 PAGES 43 AND 44 OF SAID MAPS, AT A POINT DISTANT SOUTH 033'55" WEST ALONG SAID SOUTHERLY PROLONGATION 75.40 FEET FROM THE SOUTHEASTERLY CORNER OF SAID LAST MENTIONED LOT, TO THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF LOT 8, SAID TRACT NO. 6949; THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY PROLONGATION AND THE SOUTHWESTERLY LINES OF LOTS 8, 7 AND 6, SAID TRACT NO. 6949, TO A POINT IN A LINE PARALLEL WITH AND 167 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID COURSE OF NORTH 243'10" EAST, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 243'10" EAST ALONG SAID LAST MENTIONED PARALLEL LINE, 101.04 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 62 FEET, TANGENT TO SAID LAST MENTIONED PARALLEL LINE

AND TANGENT TO THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 3 FEET OF SAID LOT 5; THENCE NORTHWESTERLY ALONG SAID CURVE, 58.24

"TRUST PROPERTY"

FEET TO SAID SOUTHWESTERLY LINE; THENCE NORTH 51°05'55" WEST ALONG SAID SOUTHWESTERLY LINE, AND ITS NORTHWESTERLY PROLONGATION, 269.75 FEET TO THE WESTERLY BOUNDARY OF SAID . PEPPER STREET, NOW VACATED; THENCE SOUTHERLY ALONG SAID LAST MENTIONED WESTERLY BOUNDARY TO THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 1; THENCE EAST AND NORTHERLY ALONG SAID WESTERLY PROLONGATION OF SAID SOUTHERLY LINE AND THE EASTERLY LINE OF SAID LOT 1, TO A LINE PARALLEL WITH AND 10 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES FROM THE NORTHEASTERLY LINE OF LOT 2 OF TRACT NO. 11663, AS SHOWN ON MAP FILED IN BOOK 257 PAGE 36 OF SAID MAPS; THENCE SOUTH 51°05'55" EAST ALONG SAID LAST MENTIONED PARALLEL LINE TO A STRAIGHT LINE WHICH PASSES THROUGH A POINT IN SAID NORTHEASTERLY LINE, DISTANT NORTH 51°05'55" WEST THEREON 144.35 FEET FROM THE NORTHEASTERLY CORNER OF SAID LAST MENTIONED LOT AND WHICH PASSES THROUGH SAID TRUE POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID LAST MENTIONED STRAIGHT LINE TO SAID TRUE POINT OF BEGINNING.

5. PARCEL "L".

THAT PORTION OF THE WEST 134 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, BOUNDED ON THE NORTHEAST BY THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN DEED TO THE CITY OF BURBANK, RECORDED ON JULY 11, 1944, AS INSTRUMENT NO. 1853 AND BOUNDED ON THE SOUTHEAST BY THE NORTHEASTERLY LINE OF THE LAND DESCRIBED IN DEED TO LOCKHEED AIRCRAFT CORPORATION, RECORDED ON APRIL 25, 1952, AS INSTRUMENT NO. 597, IN BOOK 38792 PAGE 52, OFFICIAL RECORDS OF SAID COUNTY.

EXCEPT ANY PORTION OF SAID LAND WITHIN THE BOUNDARIES OF TRACT NO. 6093.

ALSO EXCEPT THAT PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF THE LAND DESCRIBED IN THE DEED TO COHASSET KENWOOD COMPANY, A LIMITED PARTNERSHIP, RECORDED ON SEPTEMBER 19, 1975 AS INSTRUMENT NO. 1055, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

6. PARCEL "A NORTH",

"TRUST PROPERTY"

PARCEL "A NORTH" BEING THAT PORTION OF PARCEL "A" AS SHOWN ON MAP OF RECORD OF SURVEY, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

EXCEPTING THE EASTERLY 50 FEET OF SAID LAND.

ALSO EXCEPTING THE NORTHERLY 650.00 FEET THEREOF.

AND ALSO EXCEPTING THAT PORTION OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, LYING SOUTHERLY OF A LINE PARALLEL WITH AND DISTANT NORTHERLY 750.00 FEET MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF THE EAST-WEST RUNWAY OF THE BURBANK-GLENDALE-PASADENA AIRPORT, SAID CENTERLINE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF HOLLYWOOD WAY (100.00 FEET WIDE) WITH THE CENTERLINE OF WINONA AVENUE, BEING THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4; THENCE ALONG SAID CENTERLINE OF HOLLYWOOD WAY, SOUTH 100'12" WEST 621.13 FEET TO ITS INTERSECTION WITH THE EASTERLY PROLONGATION OF THE CENTERLINE OF SAID RUNWAY; THENCE ALONG SAID PROLONGATION AND SAID CENTERLINE, NORTH 89°03'06" WEST TO THE WESTERLY LINE OF SAID AIRPORT.

"TRUST PROPERTY"

EXHIBIT 17A
Map of Street Realignment Parcel

March, 2005

SCALE: 1" = 80'

SHEET 1 OF 1 SHEET

LEGAL DESCRIPTION MAP PARCEL B

IN THE CITY OF BURBANK
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



GRAPHIC SCALE

1" = 80'

CURVE DATA			
CURVE	DELTA	LENGTH	RADIUS
C1	26°32'04"	46.31'	100.00'
C2	31°47'50"	27.75'	50.00'
C3	90°03'17"	23.58'	15.00'

HOLLYWOOD WAY

THORNTON AVENUE

N'ty line of the SW
1/4 of the SE 1/4
of Sec 4, T1N, R14W

N89°03'05"W 470.00'

S84°44'14"E 200.31'

PARCEL B N01°00'12"E 51.01'

S89°03'05"E 184.99'

N31°47'50"E
(RAD - PRO)

POB

C3

Plotted: 09/28/04 10:33:16 W: \BURBANK\1BUR120600\SURVEY\LEGALS\PLTSH\PL-PARC_B.dwg JChloppe

DATE: 09/28/04 REVISED ON:
JOB No: 1BUR120600 TASK 100

Burbank - Glendale -
Pasadena Airport Authority

PL-PARC_B

PSOMAS

1144 West Olympic Boulevard
Suite 250
West Los Angeles, CA 90024
CH 213-554-5700 FAX 213-554-2777 F340

EXHIBIT 17B
Legal Description of Street Realignment Parcel

March, 2005

PSOMAS

LEGAL DESCRIPTION


PARCEL B

That portion of the Southwest Quarter of the Southeast Quarter of Fractional Section 4, Township 1 North, Range 14 West, San Bernardino Base and Meridian in the City of Burbank, County of Los Angeles, State of California, described as follows:

Beginning at the intersection of the northerly line of said Southeast Quarter of Fractional Section 4 and the westerly line of Hollywood Way, 100 feet wide, thence westerly along said northerly line, North 89°03'05" West 470.00 feet; thence South 84°44'14" East 200.31 feet to the beginning of a curve concave southwesterly and having a radius of 100.00 feet; thence southeasterly 46.31 feet along said curve through a central angle of 26°32'04" to a point of reverse curvature, to which a radial line bears South 31°47'50" West, said curve being concave northeasterly and having a radius of 50.00 feet; thence easterly 27.75 feet along said curve through a central angle of 31°47'50" to a line parallel with and 36.00 feet southerly of said northerly line of said Southeast Quarter of Fractional Section 4; thence easterly along said parallel line, South 89°03'05" East 184.99 feet to the beginning of a curve concave southwesterly and having a radius of 15.00 feet and being tangent at its southerly terminus to said westerly line of Hollywood Way; thence 23.58 feet along said curve through a central angle of 90°03'17" to said westerly line of Hollywood Way; thence northerly along said westerly line, North 01°00'12" East 51.01 feet to the point of beginning.

This Legal Description is shown on the accompanying "Legal Description Map - Parcel B" which is made a part hereof for reference purposes and was prepared as a convenience and is not intended for the use in the division and/or conveyance of land in violation of the Subdivision Map Act of the State of California.




John Chiappe Jr., PLS 7230
Psomas

Date: 9/28/04

EXHIBIT 18
Map of a portion of Adjacent Property

**[NOTE: The Planned Development Zone for Project No. 2004-170
includes only the portion of the property described and depicted in this
Exhibit that previously was zoned M-2.]**

SCALE: 1" = 300'

SHEET 1 OF 1 SHEET

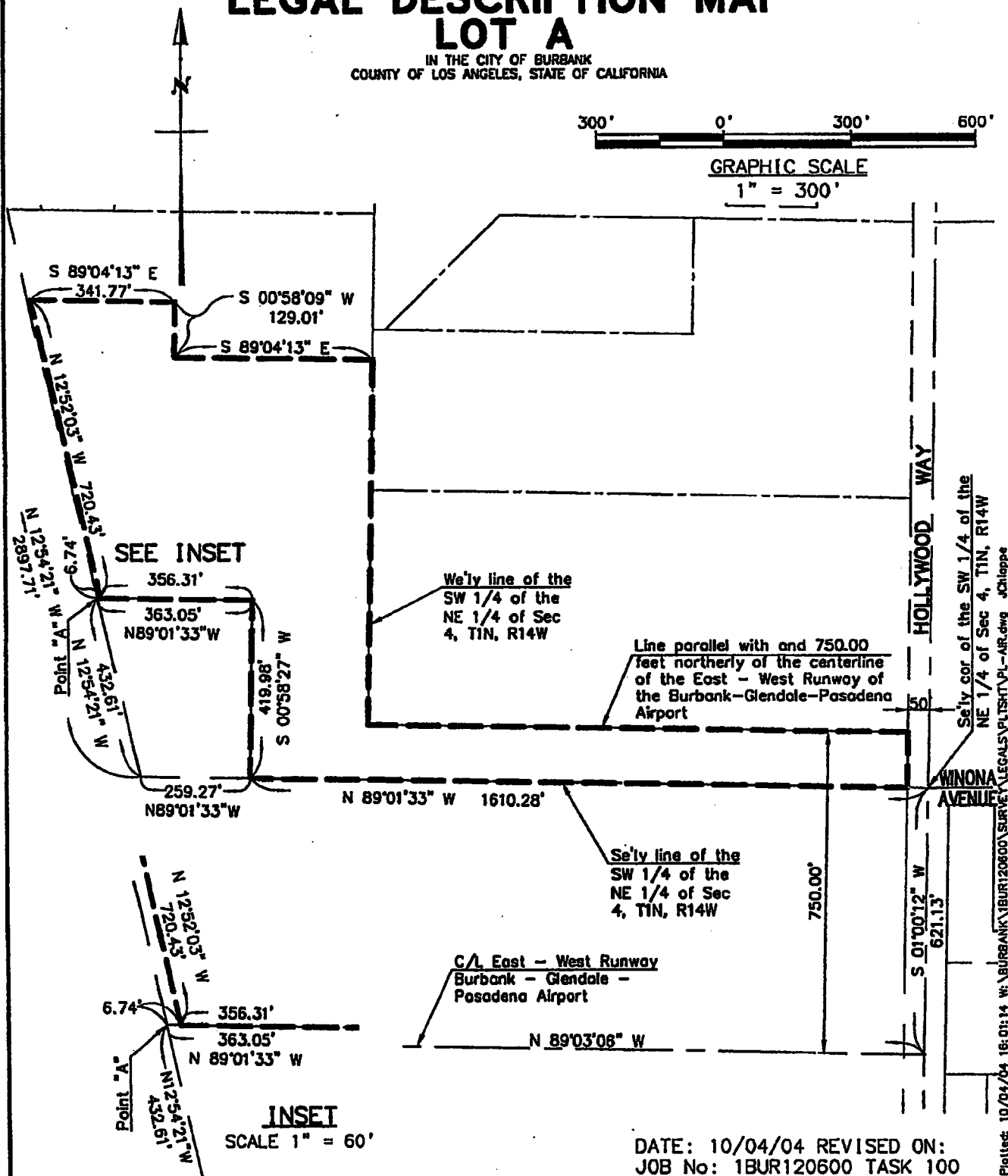
LEGAL DESCRIPTION MAP LOT A

IN THE CITY OF BURBANK
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

300' 0' 300' 600'

GRAPHIC SCALE

1" = 300'



Plotted: 10/04/04 16:01:14 W:\BURBANK\BUR120600\SURVEY LEGALS\PL-AIR.dwg JChloppe

**Burbank - Glendale -
Pasadena Airport Authority**

PL-AIR

PSOMAS

1744 West Olympic Boulevard
Suite 200
West Los Angeles, CA 90024
(310) 254-3700 (310) 964-3777 FAX

EXHIBIT 19

**Legal Description of the portion of Adjacent Property subject
to the Lot A Planned Development Zone**

**[NOTE: The Planned Development Zone for Project No. 2004-170
includes only the portion of the property described and depicted in this
Exhibit that previously was zoned M-2.]**

P S O M A S

LEGAL DESCRIPTION

LOT A

Lot A of Tract No. 3008, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Map Book 34, Page 71 of Maps, Records of said County and the Southwest Quarter of the Northeast Quarter of Fractional Section 4, Township 1 North, Range 14 West, San Bernardino Meridian in said City.

Excepting the easterly 50 feet of said Southwest Quarter of the Northeast Quarter of Section 4.

Also excepting that portion of said Southwest Quarter of the Northeast Quarter of Fractional Section 4, lying northerly of a line parallel with and distant northerly 750.00 feet from the centerline of the East - West Runway of the Burbank - Glendale - Pasadena Airport, said centerline being described as follows:

Beginning at the intersection of the centerline of Hollywood Way, 100 feet wide and the centerline of Winona Avenue, 80 feet wide, being the southeast corner of said Southwest Quarter of the Northeast Quarter of Fractional Section 4; thence southerly along said centerline of Hollywood Way, South $01^{\circ}00'12''$ West 621.13 feet to the easterly prolongation of said centerline of the East - West Runway; thence westerly along said prolongation and centerline, North $89^{\circ}03'06''$ West to the westerly line of said Airport.

Also excepting therefrom that portion of said Lot A lying westerly of that certain easterly boundary line of the land described in Parcel 1 of the Deed to the City of Burbank, recorded on June 29, 1978 as Instrument No. 78-704351, in said Office of the County Recorder, shown as having a bearing and length of North $12^{\circ}54'21''$ West 2897.71 feet.

P S O M A S

Also excepting therefrom that portion of said Lot A, described as follows:

Beginning at the intersection of the centerlines of Hollywood Way (100.00 feet wide) and Winona Avenue (80.00 feet wide); thence North $89^{\circ}01'33''$ West 1610.28 feet along the easterly prolongation of the southerly line of said Lot A, being the centerline of Winona Avenue, vacated by the City of Burbank, by Resolution No. 1965 on June 18, 1941 and No. 1032 on March 26, 1929 and further being that certain course in the boundary of the property conveyed to the Burbank - Glendale - Pasadena Airport Authority, formerly known as the Hollywood - Burbank Airport Authority by Deed recorded as Document No. 78-704352 on June 29, 1978, in the Office of said County Recorder, described in said Deed as being the northerly line of the Southeast Quarter, Section 4, Township 1 North, Range 14 West, San Bernardino Meridian, and the True Point of Beginning; thence North $89^{\circ}01'33''$ West 259.27 feet to the westerly terminus of said certain course; thence continuing along the boundary of said Airport Authority, North $12^{\circ}54'21''$ West 432.61 feet to Point "A"; thence parallel with the first described course in said Airport Authority boundary, South $89^{\circ}01'33''$ East 363.05 feet to a line which bears at right angles to said first described course and which passes through said True Point of Beginning; thence along said line South $00^{\circ}58'27''$ West 419.98 feet to the True Point of Beginning.

Also excepting that portion of said Lot A, lying westerly and northerly of the following described line:

Beginning at the above mentioned Point "A", thence easterly along above mentioned parallel line, South $89^{\circ}01'33''$ East 6.74 feet; thence North $12^{\circ}52'03''$ West 720.43 feet; thence South $89^{\circ}04'13''$ East 341.77 feet; thence South $00^{\circ}58'09''$ West 129.01 feet; thence South $89^{\circ}04'13''$ East to the westerly line of the Southwest Quarter of the Northeast Quarter of said Section 4.

This Legal Description is shown on the accompanying "Legal Description Map - Lot A" which is made a part hereof for reference purposes and was prepared as a convenience

PSOMAS

and is not intended for the use in the division and/or conveyance of land in violation of the Subdivision Map Act of the State of California.



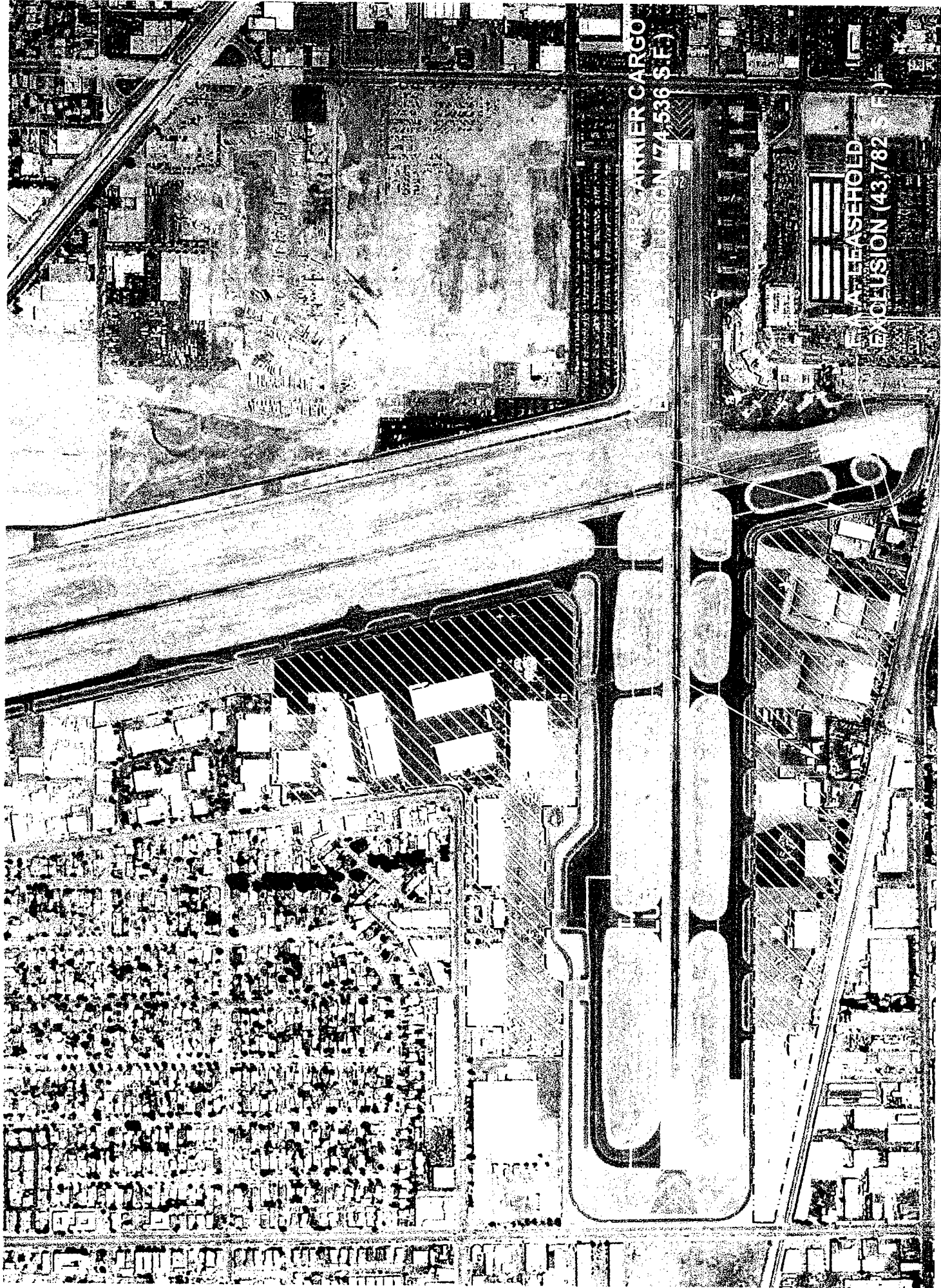
John Chiappe Jr., PLS 7230

Psomas

Date: 10/4/04

EXHIBIT 20
General Aviation Areas Exhibit

March, 2005

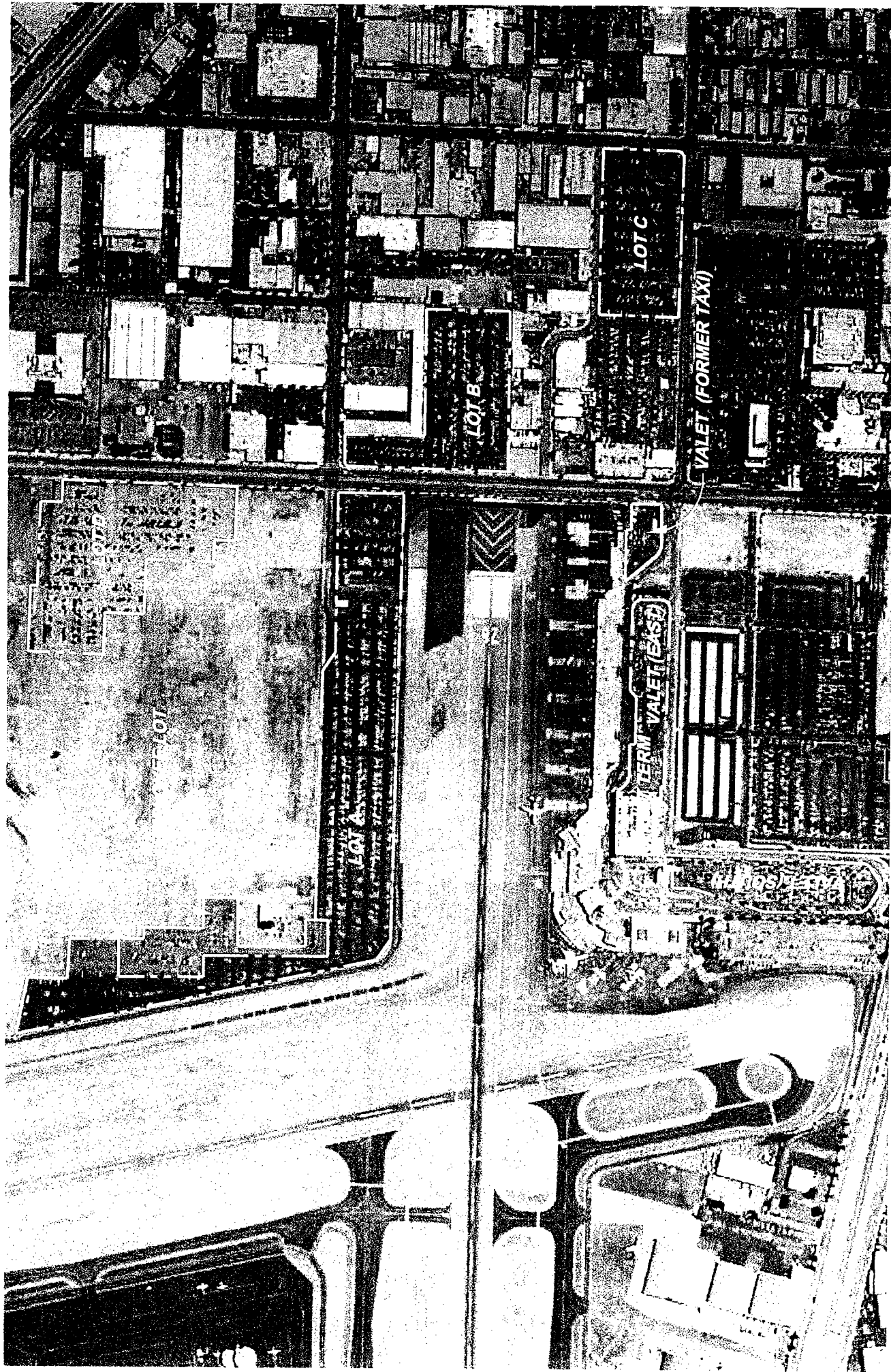


GENERAL AVIATION RAMP AREAS



EXHIBIT 21
Current Parking Location

March, 2005



CURRENT AIRPORT PARKING