



July 8, 2016

CALL AND NOTICE OF A SPECIAL MEETING
OF THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTICE is hereby given that a special meeting of the Burbank-Glendale-Pasadena Airport Authority will be held Monday, July 11, 2016, at 9:00 a.m. in the Airport Skyroom of the Bob Hope Airport, 2627 Hollywood Way, Burbank, California, 91505.

The items to be discussed are listed on the attached agenda.

Sue Loyd, Board Secretary
Burbank-Glendale-Pasadena Airport Authority



SPECIAL COMMISSION MEETING

AGENDA

JULY 11, 2016

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Special Meeting of Monday, July 11, 2016

9:00 A.M.

NOTE TO THE PUBLIC: *Prior to consideration of business items, the Authority invites comment on airport-related matters during the Public Comment period. Members of the public are requested to observe the following decorum when attending or participating in meetings of the Commission:*

- *Turn off cellular telephones and pagers.*
- *Refrain from disorderly or boisterous conduct, including loud, threatening, profane, or abusive language, clapping, whistling, stamping, or other acts that disrupt or otherwise render unfeasible the orderly conduct of the meeting.*
- *If you desire to address the Commission during the Public Comment period, fill out a speaker request card and present it to the Commission's secretary.*
- *Limit public comments to five minutes, or such other period of time as may be specified by the presiding officer, and confine remarks to matters that are on the Commission's agenda for consideration or are otherwise within the subject matter jurisdiction of the Commission.*

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Authority to the Commission less than 72 hours prior to that meeting are available for public inspection at Hollywood Burbank Airport (2627 Hollywood Way, Burbank) in the administrative office during normal business hours.

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In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the Board Secretary at (818) 840-8840 at least 48 hours prior to the meeting.

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT
5. CONSENT CALENDAR
 - a. Committee Reports (For Noting and Filing)
 - 1) Finance and Administration Committee
 - (i) June 6, 2016

[See page 1]

- 2) Legal, Government and Environmental Affairs Committee
 - (i) June 6, 2016 *[See page 3]*
 - b. Commission Minutes (For Approval)
 - 1) June 20, 2016 *[See page 7]*
 - c. Treasurer's Reports
 - 1) April 2016 *[See page 15]*
 - d. Corrective Utility Easement Deeds and Traffic Loop Detector Easement Deed for Regional Intermodal Transportation Center *[See page 41]*
6. ITEMS FOR COMMISSION APPROVAL
- a. Certification of Replacement Terminal Project Environmental Impact Report, Adoption of California Environmental Quality Act Findings, Adoption of Mitigation Monitoring and Reporting Program, and Adoption of Statement of Overriding Considerations; Approval of Development Agreement with City of Burbank, Approval of Modification of Adjacent Property Easement Agreement with City of Burbank, and Approval of City of Burbank Conditions of Approval *[See page 42]*
 - b. Award of Contract/Authorizations/Approvals, Project Number E15-01 Runway 8/26 Rehabilitation Project (Phase 2A) *[See page 48]*
 - c. Award of Non-Exclusive Concession and Lease Agreement to BRICKANDMORTAR.ME, INC. for Specialty Retail *[See page 67]*
7. ITEMS FOR COMMISSION ACTION
- a. Election of Officers *[See page 69]*
 - b. Appointment of Committees *[No Staff Report]*
 - 1) Appointment of Standing Committees *[No Staff Report]*
 - 2) Appointment of Ad Hoc Committee Airport Police Memorandum of Understanding ("MOU") Negotiations *[No Staff Report]*
8. ITEMS FOR INFORMATION
- a. April 2016 Passenger/Cargo Statistics and Parking Information *[See page 70]*

9. CLOSED SESSION

a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (California Government Code Section 54956.8)

Property:	B-6 Adjacent Property (Part of the former Lockheed Plant B-6 Property located in the City of Burbank adjacent to the Bob Hope Airport and roughly bounded by Hollywood Way, parts of Cohasset Street (Los Angeles), and Winona Avenue)
Authority Negotiator:	Executive Director
Negotiating Party:	City of Burbank
Under Negotiation:	Price and Terms of Payment for the Sale, Exchange or Lease of Easements and Use Restrictions

b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant Exposure to Litigation (California Government Code Section 54956.9(d)(2)): One potential case. Facts and Circumstances: FAA Runway Safety Area Determinations

c. THREAT TO PUBLIC SERVICES OR FACILITIES (California Government Code Section 54957(a))

Consultation with Director, Public Safety

d. PUBLIC EMPLOYEE APPOINTMENT (California Government Code Section 54957(b))

Title: Executive Director

e. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (California Government code Section 54957(b))

1) Title: Executive Director

2) Title: Senior Deputy Executive Director

10. ADJOURNMENT

COMMISSION NEWSLETTER

July 11, 2016

[Regarding agenda items]

5. CONSENT CALENDAR

(Consent Calendar items may be enacted by one motion. There will be no separate discussion on these items unless a Commissioner so requests, in which event the item will be removed from the Consent Calendar and considered in its normal sequence on the agenda.)

- a. **COMMITTEE REPORTS:** Approved minutes of the following committee meetings are included in the agenda packet for information purposes: June 6, 2016, Finance and Administration Committee; and June 6, 2016, Legal, Government and Environmental Affairs Committee.
- b. **COMMISSION MINUTES, JUNE 20, 2016:** The draft minutes of this meeting are attached for Commission review and approval.
- c. **APRIL 2016 TREASURER'S REPORT:** The Treasurer's Report for April 2016 is included in the agenda packet. At the June 20, 2016, Finance and Administration Committee meeting, the Committee voted unanimously (3–0) to recommend that the Commission note and file the report.
- d. **CORRECTIVE UTILITY EASEMENT DEEDS AND TRAFFIC LOOP DETECTOR EASEMENT DEED FOR REGIONAL INTERMODAL TRANSPORTATION CENTER:** Staff seeks Commission approval to authorize the Executive Director to execute and submit to the City of Burbank Corrective Easement deeds for certain utilities and a new Traffic Loop Detector easement deed, copies attached, located at the RITC (Regional Intermodal Transportation Center). If approved by the Authority, upon execution, the documents will be submitted to the City for administrative processing and recording with the County of Los Angeles. This is the last remaining requirement to be concluded in order to receive a final Certificate of Occupancy for the RITC.

6. ITEMS FOR COMMISSION APPROVAL

- a. **CERTIFICATION OF REPLACEMENT TERMINAL PROJECT ENVIRONMENTAL IMPACT REPORT, ADOPTION OF CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS, ADOPTING OF MITIGATION MONITORING AND REPORTING PROGRAM, AND ADOPTION OF STATEMENT OF OVERRIDING CONSIDERATIONS; APPROVAL OF DEVELOPMENT AGREEMENT WITH CITY OF BURBANK, APPROVAL OF MODIFICATION OF ADJACENT PROPERTY EASEMENT AGREEMENT WITH CITY OF BURBANK, AND APPROVAL OF CITY OF BURBANK CONDITIONS OF APPROVAL:** Staff seeks Commission approval of the following actions for the Replacement Terminal Project:
 - 1) Adoption of Resolution No. 469 certifying the Final Environmental Impact Report ("EIR"), adopting findings pursuant to the California Environmental

Quality Act ("CEQA"), adopting a Mitigation Monitoring and Reporting Program, and adopting a Statement of Overriding Considerations; and

- 2) Adoption of Resolution No. 470 approving a Development Agreement with the City of Burbank ("Burbank"), approving a modification to the Amended and Restated Grant of Easements, Declaration of Use Restrictions and Agreement for Adjacent Property ("Easement Modification") with Burbank, and approving Burbank's proposed conditions of approval.
- b. AWARD OF CONTRACT/AUTHORIZATIONS/APPROVALS, PROJECT E15-01, RUNWAY 8/26 REHABILITATION PROJECT (PHASE 2A): At the July 7, 2016, Operations and Development Committee meeting, the Committee voted unanimously (3-0) that it:
- 1) Award a construction contract in the amount of \$8,098,985 to PALP, Inc., dba Excel Paving Company ("Excel Paving"), for the construction of Phase 2A of the Runway 8/26 rehabilitation project;
 - 2) Authorize the issuance of a work order to the existing professional services agreement with RS&H for a lump-sum amount of \$875,782 for designer of record construction administration services, on-site technical services, inspection and materials testing;
 - 3) Approve the deployment of the TBI Force Account, including in-house consultants for project/construction management services, field observation and security for a not-to-exceed amount of \$550,000; and,
 - 4) Authorize the establishment of a Project Aggregate Contingency of \$600,000, which is approximately 6% of the total Phases 1A and 2A project costs.
- c. AWARD OF NON-EXCLUSIVE CONCESSION AND LEASE AGREEMENT TO BRICKANDMORTAR.ME, INC., FOR SPECIALTY RETAIL: At the June 20, 2016, Finance and Administration Committee meeting, the Committee voted unanimously (3-0) to recommend that the Commission award an initial one-year, non-exclusive Concession and Lease Agreement for an approximate 36-square-foot specialty retail location adjacent to the Gate A2 holdroom area to BRICKANDMORTAR.ME, INC., dba Up Pup N' Away. Up Pup N' Away will have a staffed wall retail kiosk display to sell products for pets and their owners. The proposed Agreement will generate a minimum annual guaranteed rent amount of \$15,000 for the Authority.

7. ITEMS FOR COMMISSION ACTION

- a. ELECTION OF OFFICERS: A staff report is included in the agenda packet. The joint powers agreement requires the Commission to elect or re-elect a President, Vice President and a Secretary at the first meeting of July every year. Although not required to do so, the Commission traditionally also has chosen an Assistant Secretary, Treasurer and Auditor at the first July meeting. Staff recommends that the Commission elect or re-elect all of its officers, including an Assistant Secretary, Treasurer and Auditor.

b. APPOINTMENT OF COMMITTEES

- 1) Appointment of Standing Committees: No staff report is attached. This item is included in the agenda to provide the Commission President the opportunity to make any standing committee appointments that he or she may wish to make.
- 2) Appointment of Ad Hoc Committee, Airport Police Memorandum of Understanding ("MOU") Negotiations: No staff report is attached. This item is included in the agenda to provide the Commission President the opportunity to appoint members to an ad hoc committee for the purpose of upcoming Airport Police MOU negotiations.

8. ITEMS FOR COMMISSION INFORMATION

- a. MAY 2016 PASSENGER/CARGO STATISTICS AND PARKING INFORMATION:
The May passenger count of 351,043 was up 2.89% compared to last year's 341,191. The total for the first five months of the year is up 1.42% at 1,616,336 compared to 1,593,734 through May 2015. Airline aircraft operations increased 10.5% the first five months of the year. A complete report is included in the agenda packet.

[Regarding non-agenda items]

NEWS RELEASES

July 11, 2016 – Airport Authority Releases Final Environmental Impact Report (EIR) on 14-Gate Replacement Terminal

Approved June 20, 2016

**MINUTES OF THE REGULAR MEETING OF THE
FINANCE AND ADMINISTRATION COMMITTEE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

MONDAY, JUNE 6, 2016

A regular meeting of the Finance and Administration Committee was called to order on this date in the Airport Skyroom of the Burbank-Glendale-Pasadena Airport Authority, 2627 Hollywood Way, Burbank, California, at 11:07 a.m., by Chairman Tornek.

AB 23 Disclosure: The Senior Deputy Executive Director announced that, as a result of the convening of this meeting of the Finance and Administration Committee, each Committee member is entitled to receive and shall be provided \$200.

ROLL CALL

Present: Commissioners Tornek, Friedman, and Adams.

Absent: None

Also Present: Staff: Dan Feger, Executive Director; John Hatanaka, Senior Deputy Executive Director; Kathy David, Deputy Executive Director, Finance and Administration; Scott R. Smith, Director of Financial Services; David Freedman, Director, Business, Property and Administrative Services; and Rachel Warecki, Public Relations and Social Media Specialist

1. Approval of Agenda There were no adjustments to the agenda.

2. Public Comment There were no public speakers.

3. Approval of Minutes

- a. May 13, 2016
 - b. May 16, 2016
- Commissioner Friedman moved approval of the May 13 and May 16, 2016, minutes, seconded by Commissioner Adams. There being no objection, the minutes were unanimously approved (3-0).

4. Items for Discussion

- a. **Proposed FY 2016/2017 ("FY 2017") Budget Development**
- Staff presented the first draft of the workbook, which provides narrative and additional detail on the budget program for FY 2017. Staff noted the draft workbook contained the same budget numbers as presented to the Committee at its May 16, 2016, meeting. Staff advised the Committee it met with the Airline Airport

Affairs Committee ("AAAC") on May 24, 2016, at which time the AAAC approved the proposed FY 2017 budget and subsequently provided Staff with its written concurrence to move forward with the budget program.

Motion

Commissioner Adams moved that the Committee recommend to the Commission that it approve the FY 2017 budget, seconded by Commissioner Friedman.

Motion Approved

The motion was approved unanimously (3-0).

Staff advised the Committee that the proposed FY 2017 budget will be presented to the Commission at its June 20, 2016, regular meeting for review, along with a proposed Authority resolution for formal adoption should the Commission approve the Committee's recommendation.

5. Items for Information

a. Quarterly Minor Lease and Purchase Order Update

There were no minor leases or purchase orders to report at this time.

b. Committee Pending Items

1) Current

Proposed FY 2016/2017 ("FY 2017") Budget Development

See agenda item 4 above.

Future

1) Replacement Passenger Terminal Financial Alternatives Consultant

2) Vacant Aviation Hangars and Market Conditions

6. Other Contracts and Leases

There were no other contracts and leases to be discussed.

7. Closed Session

The Committee did not recess to closed session.

8. Adjournment

There being no further business, the meeting was adjourned at 11:11 a.m.

Approved June 20, 2016

**MINUTES OF THE REGULAR MEETING OF THE
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

MONDAY, JUNE 6, 2016

A regular meeting of the Legal, Government and Environmental Affairs Committee was called to order this date in the Burbank Room of the Burbank-Glendale-Pasadena Airport Authority, 2627 Hollywood Way, at 11:10 a.m., Burbank, California, by Commissioner Wiggins.

AB 23 Disclosure: The board secretary announced that, as a result of the convening of this meeting of the Legal, Government and Environmental Affairs Committee, each Committee member is entitled to receive and shall be provided \$200.

ROLL CALL

Present: Commissioners Wiggins and Quintero

Absent: Commissioner Madison

Also Present: Staff: Dan Feger, Executive Director; John Hatanaka, Senior Deputy Executive Director (joined meeting at 11:21 a.m.); Mark Hardyment, Director, Government and Environmental Affairs; Lucy Burghdorf, Director, Public Affairs and Communications; David Freedman, Director, Business, Property and Administrative Services; Mike Duong, Senior Manager, Business and Compliance; and Maggie Martinez, Manager, Noise and Environmental Compliance

Airport Authority Counsel: Terence R. Boga of Richards, Watson & Gershon

Airport Authority Consultant: Allyn Rifkin, Consultant to Eco-Rapid Transit

Airport Authority Legislative Consultants (via teleconference): Michael J. Arnold and Kristian Foy, Michael J. Arnold & Associates; and Cliff Madison, Cliff Madison Government Relations, Inc.

- 1. Approval of Agenda** The agenda was approved (2-0; one absent) as presented.
- 2. Public Comment** There were no public speakers.
- 3. Approval of Minutes**
 - a. May 2, 2016** Commissioner Quintero moved approval of the minutes of the May 2, 2016, meeting. There being no objection, the

minutes were approved (2-0; one absent) as submitted by Staff.

4. Orangeline Development Authority (Eco-Rapid Transit), Annual Membership and Fifth Amended Joint Exercise of Powers Agreement

Authority consultant Allyn Rifkin reviewed the various completed projects in which the Orangeline Development Authority ("OLDA") assisted the Airport Authority, including the commitment of the Authority's remaining STURAA grant funds of \$5.4 million; identifying and applying for a \$250,000 Transit Oriented Development ("TOD") Study with the City of Burbank; assisting in getting a \$17 million I-5 traffic mitigation grant to help the Cities of Glendale and Burbank; and is currently working on an east-west transit link to link Pasadena to the North Hollywood station.

Regarding upcoming efforts, Mr. Rifkin stated OLDA will continue to work with Measure R2 funding and help implement Airport projects along with the San Fernando Council of Governments; continue to work on the I-5 mitigation project with the Airport and help with Metrolink station implementation on both sides of the Airport; and anticipates being able to help the Airport with support for a replacement passenger terminal, with a support letter from Eco-Rapid to the OLDA board.

Staff recommended to the Committee that it recommend to the Commission approval of (1) 2017 Orangeline Development Authority 2017 membership dues in the amount of \$28,384, which represents a 15% increase; and (2) adoption of the Airport Authority draft resolution approving OLDA's Fifth Amended Joint Exercise of Powers Agreement, which incorporates administrative changes.

Motion

Commissioner Quintero moved approval of Staff's recommendation.

Motion Approved

There being no objection, the motion was approved unanimously (2-0; one absent).

5. Items for Discussion

a. State Legislative Update

Via teleconference Kristian Foy and Michael J. Arnold of Michael J. Arnold & Associates, the Authority's Sacramento legislative consultants, updated the Committee on airport-related legislative issues which they have been monitoring and answered various questions from the Committee.

b. Federal Legislative Update

Cliff Madison, the Airport Authority's Washington, D. C., legislative consultant briefed the Committee via teleconference regarding national airport-related issues and answered various questions from the Committee. With regard to the FAA reauthorization bill, which expires July 15, 2016, Mr. Madison stated he believes a 12- or 18-month extension will be passed. Regarding the AIP (Airport Improvement Program), Mr. Madison advised the House Appropriations Committee recently proposed \$150 million in additional funding, bringing the total program to \$3.75 billion. Mr. Madison noted he envisions no changes in the PFC (Passenger Facility Charges) program.

c. Metroplex Status

Staff updated the Committee on the status of Metroplex and distributed to the Committee a handout with information from the FAA's May 26, 2016, meeting. Staff noted the information pertains to the Consolidated Appropriations Act of 2016 and quotes a provision in the act that requires the FAA to develop a Metroplex community involvement manual. As of the May 26 meeting the draft manual still had not been completed and Staff believes will delay the implementation of Metroplex. Staff advised the Committee there are two additional meetings with the FAA for discussion of next-gen implementation which Staff plans to attend.

Staff will keep the Committee apprised regarding the implementation of Metroplex.

d. Ground Access Improvements – Ownership Issues

Included in the agenda packet were three letters to the Los Angeles County Metropolitan Transportation Authority relative to this agenda item.

Staff indicated that with regards to the pedestrian bridge across Empire Avenue to the existing Airport Metrolink station, Staff was unaware until recently that Metro has a long-standing position that, as an agency, that for infrastructure improvements the agency builds throughout the county, the host city or entity must be responsible for the operations and maintenance expenses for these facilities. Staff reported that, in accordance with FAA regulations, the Authority cannot participate in these off-Airport expenditures and, in discussions with the City of Burbank, the City is not in a position to accommodate these expenses in its budget and has expressed no interest in pursuing this project.

The Committee expressed concern about losing the balance of the STURAA grant of approximately \$2 million. Staff advised the status of the FHWA grant will be agendized for a future Committee meeting and that Staff will take any necessary steps to ensure the balance of the grant funds will not be returned.

Staff also discussed with the Committee the proposed Antelope Valley Metrolink station at Hollywood Way and San Fernando Road and indicated this project has similar funding problems as the pedestrian bridge across Empire Avenue. Staff reported, however, the Cities of Los Angeles and Burbank have expressed interest in seeing that this project is completed, with the City of Los Angeles assuming a one-third role and the City of Burbank assuming a two-thirds role. Metro has advised Staff that every effort is being made for this station to be functionally available by November of 2016.

e. TNC Update

Staff distributed to the Committee copies of letters sent to Uber and Lyft regarding fines as a result of the enforcement by the Airport Police Department of the rules outlined in the Interim Access and Facilities Use Agreement. Staff reported the fines represent approximately a five-week period for a total of 66 violations, 47 for Uber totaling \$6,100 and 19 for Lyft for a total of \$2,200; Wingz had no violations. Staff noted the majority of the fines resulted from TNC drivers using incorrect locations instead of using the parking structure for passenger pickup.

Staff is currently working with Authority counsel to finalize the interim agreement into a permanent agreement, which will result in a "geo-fence" to enable the collection of a \$3 passenger drop-off fee and initiate reporting by the TNCs to the Authority on a monthly basis.

6. Other Legal, Government and Environmental Matters

This item was not discussed.

7. Closed Session

The meeting did not recess to closed session.

8. Adjournment

There being no further business, the meeting was adjourned at 11:58 a.m.

**MINUTES OF THE REGULAR MEETING OF THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

MONDAY, JUNE 20, 2016

A regular meeting of the Burbank-Glendale-Pasadena Airport Authority was called to order this date in the Airport Skyroom, 2627 Hollywood Way, Burbank, California, at 9:01 a.m., by President Quintero.

1. PLEDGE OF ALLEGIANCE

Commissioner Friedman led the assembly in the recitation of the Pledge of Allegiance to the Flag.

2. ROLL CALL

Present:

Commissioners Brown, Adams, Friedman, Quintero, Wiggins, Madison, Tornek and Selvidge

Absent:

Commissioner Sinanyan

Also Present:

Staff: Dan Feger, Executive Director; John Hatanaka, Senior Deputy Executive Director; Mark Hardymont, Director, Government and Environmental Affairs; Mary Tromp, Manager, Parking Revenue; Rachel Warecki, Public Relations and Social Media Specialist; and Derrick Cheng, Administrative Assistant, Public Relations Department and Government and Environmental Affairs Department

Airport Authority General Counsel: Tom Ryan of McDermott, Will & Emery and Terrence R. Boga of Richards, Watson & Gershon

Airport Authority Consultant: Mike Kodama, Executive Director, Eco-Rapids Transit

3. APPROVAL OF AGENDA

Commissioner Wiggins moved approval of the agenda, seconded by Commissioner Adams. There being no objection, the agenda was approved (8-0) with one absent.

4. PUBLIC COMMENT

Mark Barton, Burbank resident, commented on the choosing of a designer for the Hollywood Burbank Airport logo.

5. CONSENT CALENDAR

**a. Committee Reports
(For Noting and filing)**

Approved minutes of the following meetings were included in the agenda packet for information

purposes: May 16, 2016, Operations and Development Committee; May 13 and May 16, 2016, Finance and Administration Committee; May 2, 2016, Legal, Government and Environmental Affairs Committee.

1) Operations and Development Committee

(i) May 16, 2016

2) Finance and Administration Committee

(i) May 13, 2016

(ii) May 16, 2016

3) Legal, Government and Environmental Affairs Committee

(i) May 2, 2016

b. Commission Minutes (For Approval)

Draft minutes of the June 6, 2016, Commission meeting were included in the agenda packet for review and approval.

1) June 6, 2016

MOTION

Commissioner Wiggins moved approval of the Consent Calendar, seconded by Commissioner Brown.

MOTION APPROVED

The motion was approved (8–0) by the following vote:

AYES: Commissioners Adams, Brown, Friedman, Quintero, Selvidge, Madison, Tornek and Wiggins

NOES: None

ABSENT: Commissioner Sinanyan

6. ITEMS FOR COMMISSION APPROVAL

a. Orangeline Development Authority (Eco-Rapid Transit) Annual Membership and Fifth Amended Joint Exercise of Powers Agreement

Staff presented a two-part recommendation from the Legal, Governmental and Environmental Affairs Committee Meeting on June 6, 2016, for approval of the Authority's membership dues in the Orangeline Development Authority ("OLDA") in the amount of \$28,384, which includes a 15% increase. The Legal, Government and Environmental Affairs Committee also recommended adoption of the Airport Authority's Resolution No. 468 approving the Orangeline Development Authority Fifth Amended Joint Exercise of Powers Agreement, which incorporates administrative changes.

Staff introduced Mike Kodama, Executive Director of Eco-Rapids Transit, who updated the Commission regarding upcoming activities, including continuing to work on the I-5 Traffic Management Plan and assisting Authority staff on the new Metrolink Station at Hollywood Way and San Fernando Road.

MOTION

Commissioner Wiggins moved the Committee recommendation, seconded by Commissioner Brown.

MOTION APPROVED

The motion was approved (8-0) by the following vote:

AYES: Commissioners Adams, Brown, Friedman, Quintero, Selvidge, Madison, Tornek and Wiggins

NOES: None

ABSENT: Commissioner Sinanyan

b. Review of the Proposed Fiscal Year 2016/2017 ("FY 2017") Annual Budget and Proposed Resolution No. 467, A Resolution of the Burbank-Glendale-Pasadena Airport Authority Adopting the Fiscal Year 2016/2017 ("FY 2017") Annual Budget

Staff presented the proposed FY 2016/2017 ("FY 2017") Annual budget and answered various questions from the Commission. Staff also presented proposed Authority Resolution No. 464 adopting the FY 2017 budget. Staff noted that the proposed FY 2017 budget does not include any increase or changes to the airlines' rates and charges. In accordance with the Airline Use Agreement, Staff reviewed the budget with the Airline Airport Affairs Committee ("AAAC") on May 24, 2016, at which time the AAAC approved

the proposed FY 2017 budget and subsequently provided its written concurrence to move forward with the budget program.

At its June 6, 2016, the Finance and Administration Committee voted unanimously (3–0) to recommend to the Commission that it approve the proposed FY 2017 annual budget and the proposed resolution adopting the budget.

MOTION

Commissioner Tornek moved the Committee recommendation, seconded by Commissioner Friedman.

MOTION APPROVED

The motion was approved (8–0) by the following vote:

AYES: Commissioners Adams, Brown, Friedman, Quintero, Selvidge, Madison, Tornek and Wiggins

NOES: None

ABSENT: Commissioner Sinanyan

Commissioner Madison made several suggestions regarding the budget, including the availability of a “budget in brief” for consumers and residents as well as a graphic depicting the percentages of the budget allocations, and highlighting the Authority’s contribution of 12% of its parking revenue to the City of Burbank as transient parking taxes. Staff concurred with these suggestions and will look into posting this information on the Airport’s website.

**c. Replacement Terminal
Project Labor Agreement**

Staff presented to the Commission a proposed Project Labor Agreement (“PLA”) with the Los Angeles/Orange Counties Building and Construction Trades Council and noted that a PLA typically establishes the terms and conditions of employment for workers on a project.

The proposed PLA includes a provision that requires 30% of all labor for all contracts associated with the replacement terminal project to be sought from the three JPA cities, Burbank, Glendale and Pasadena, which would be Tier 1. In the event that the 30% workforce goal from the three cities in Tier 1 is not met, the PLA has a Tier 2 provision that would then permit hiring in the adjoining Los Angeles area, including Studio City

and Sun Valley. Staff noted that veterans will be considered area residents of Tier 1.

At the June 14, 2016, special meeting of the Legal, Government and Environmental Affairs Committee, the Committee voted unanimously (3–0) to recommend that the Commission approve the proposed PLA for the replacement terminal project.

MOTION

Commissioner Madison moved the Committee recommendation, seconded by Commissioner Brown.

MOTION APPROVED

The motion was approved (8–0) by the following vote:

AYES: Commissioners Adams, Brown, Friedman, Quintero, Selvidge, Madison, Tornek and Wiggins

NOES: None

ABSENT: Commissioner Sinanyan

Commissioner Adams announced that he received a letter from the Burbank Association of Realtors stating its full support of the Commission's efforts regarding the Replacement Terminal. As a public record, this letter will be attached to the minutes of this meeting and made a part thereof.

7. ITEMS FOR COMMISSION DISCUSSION

a. Update: Status of Replacement Terminal Project

Staff updated the Commission on the status of negotiations between the Authority and the City of Burbank ("City") regarding a replacement terminal. Staff stated both entities had reached an agreement on language for both the Development Agreement ("DA") and a Joint Powers Agreement ("JPA") amendment which provides super-majority protections for the City. Staff provided key highlights of these documents and Staff and Authority Counsel answered various questions from the Commission.

Staff provided key dates for upcoming events as follows: on June 21, 2016, the Burbank City Council will have a public presentation of the amended JPA and the DA; the Authority will publish the Final Environmental Impact Report ("FEIR") on June 28, 2016; there will be a Burbank Planning Board Public Hearing on July 7, 2016, to

consider the FEIR; and on July 11, 2016, at a special Commission meeting, the Commission will certify the FEIR, make CEQA findings and approve the legal documents to which the Commission is a signatory, including the DA.

Staff noted that other important dates are July 25 and 26, 2016, when the Burbank City Council will hold public hearings and a first reading of the various ordinances that would lead to the Authority's obtaining a vested right to a replacement terminal; on August 1, 2016, the Burbank City Council would adopt all of its ordinances and call for the Measure B election; and August 9, 2016, would be the last day the City could call for an election if for some reason the City needed additional meetings or if there were a delay in the process.

Staff noted details of the proposed super-majority governance amendment are available by accessing a link on the Airport's official website which links directly to the Replacement Terminal website.

MOTION

Commissioner Brown moved approval of Staff's report, seconded by Commissioner Selvidge.

MOTION APPROVED

The motion was approved (8-0) by the following vote:

AYES: Commissioners Adams, Brown, Friedman, Quintero, Selvidge, Madison, Tornek and Wiggins

NOES: None

ABSENT: Commissioner Sinanyan

8. ITEMS FOR COMMISSION INFORMATION

a. Airline Schedule Analysis

Staff presented the Airline Schedule Analysis and noted changes in service, fleet mix and scheduled operating times from two airlines, American Airlines and Southwest Airlines, serving the Airport.

b. April 2016 Passenger/Cargo Statistics and Parking Information

Staff presented the Passenger/Cargo Statistics and Parking Information for the month of April 2016.

9. CLOSED SESSION

The meeting recessed to closed session at 10:14 a.m. to discuss items listed on the closed session agenda as follows:

a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (California Government Code Section 54956.8)

Property:	B-6 Adjacent Property (Part of the former Lockheed Plant B-6 Property located in the City of Burbank adjacent to the Bob Hope Airport and roughly bounded by Hollywood Way, parts of Cohasset Street (Los Angeles), and Winona Avenue)
Authority Negotiator:	Executive Director
Negotiating Party:	City of Burbank
Under Negotiation:	Price and Terms of Payment for Sale, Exchange or Lease of Easements and Use Restrictions

b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant Exposure to Litigation (California Government Code Section 54956.9(d)(2)): One potential case. Facts and Circumstances: FAA Runway Safety Area Determinations

c. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Initiation of Litigation (California Government Code Section 54956.9(d)(4)): One potential case

d. THREAT TO PUBLIC SERVICES OR FACILITIES (California Government Code Section 54957(a))

Consultation with Director, Public Safety

e. PUBLIC EMPLOYEE APPOINTMENT (California Government Code Section 54957(b))

Title: Executive Director

f. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (California Government Code Section 54957(b))

- 1) Title: Executive Director
- 2) Title: Senior Deputy Executive Director

Meeting Reconvened to Open Session

The meeting reconvened to Open Session at 11:20 a.m. with the following Commissioners present: Brown, Adams, Friedman, Quintero, Wiggins, Tornek and Selvidge. There were no items to report from closed session.

10. ADJOURNMENT

There being no further business, the meeting was adjourned at 11:20 a.m.

Terry Tornek, Secretary

Date

Frank Quintero, President

Date



June 20, 2016

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

Dear Commissioners:

The attached report, covering the month of April 2016, fulfills the legal requirements of the California Code and our Investment Policy. Based on projected income and expenses, as well as investment liquidity, there will be sufficient funds available to meet the needs of the Airport Authority for the six-month period following the date of the attached report.

Sincerely,

[Original Letter Signed by Commissioner Sinanyan]

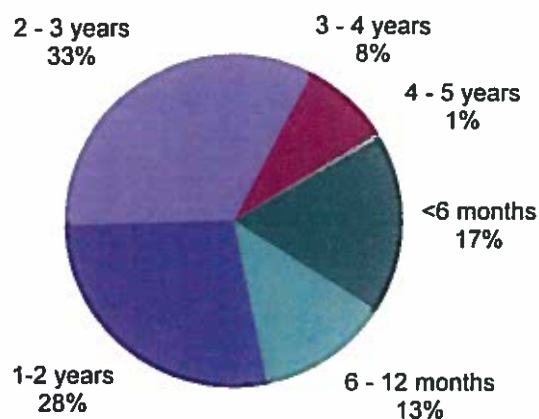
Zareh Sinanyan
Treasurer

Attachments

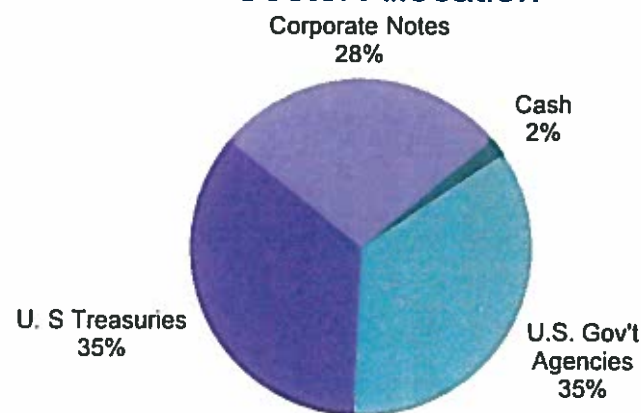
Operating Portfolio Investment Guidelines Conformance as of April 30, 2016

	Legal Max Maturity	Actual Max Maturity	Policy Maximum	Policy Actual
U.S. Gov Agencies	5 Years	3.37 Years	70%	35%
Corporate Notes	5 Years	4.51 Years	30%	28%
LAIF	N/A	N/A	\$20 mil	N/A
Bankers Acceptances	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	2%
U.S. Gov Securities (Treasuries)	5 Years	3.67 Years	No Limit	35%

Maturity Distribution



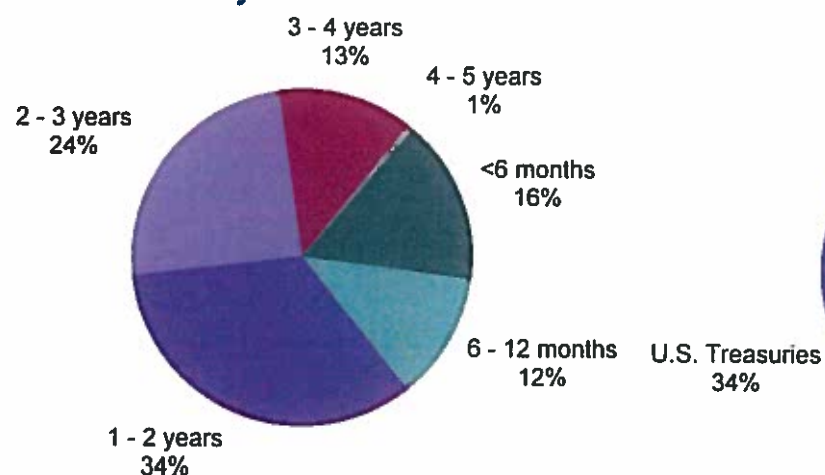
Sector Allocation



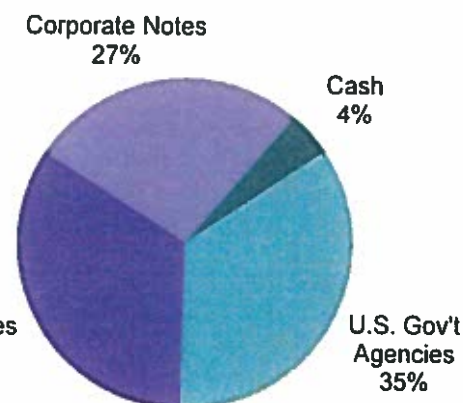
PFC Portfolio Investment Guidelines Conformance as of April 30, 2016

	Legal Max Maturity	Actual Max Maturity	Policy Maximum	Policy Actual
U.S. Gov Agencies	5 Years	3.37 Years	70%	35%
Corporate Notes	5 Years	4.51 Years	30%	27%
LAIF	N/A	N/A	\$20 mil	N/A
Bankers Acceptances	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	4%
U.S. Gov Securities (Treasures)	5 Years	3.67 Years	No Limit	34%

Maturity Distribution



Sector Allocation



Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 04/30/16

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff. Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
04/30/16	Columbia Treasury Reserves	097101307	0.000	04/30/16	04/30/16	\$ 3,216,863	\$ 3,216,863	\$ 3,216,863	\$ -	0.00%	0	1.52%
05/03/13	Apple Inc	037833AF7	0.669	05/03/16	05/03/16	1,175,000	1,175,046	1,175,000	(46)	0.67%	3	0.56%
02/21/13	Pepsico Inc	713448BT4	2.500	05/10/16	05/10/16	1,000,000	1,053,330	1,000,340	(52,990)	1.37%	10	0.47%
04/19/16	FFCB	3133EEZ52	0.471	03/22/18	05/22/16	5,000,000	4,986,879	4,989,800	2,921	0.58%	22	2.36%
03/02/16	Johnson & Johnson	478160BW3	0.905	03/01/19	06/01/16	1,500,000	1,502,346	1,505,310	2,964	0.79%	32	0.71%
04/18/13	John Deere Capital Corp	24422ERC5	2.250	06/07/16	06/07/16	1,260,000	1,298,570	1,262,055	(36,515)	0.70%	38	0.60%
04/28/16	American Express Credit Corp	0258M0DY2	1.682	09/14/20	06/14/16	700,000	703,049	701,567	(1,482)	1.66%	45	0.33%
04/25/16	Home Depot Inc	437076BJ0	1.004	09/15/17	06/15/16	1,000,000	1,003,966	1,004,263	297	0.71%	46	0.48%
06/24/13	Chevron Corp	166764AC4	0.889	06/24/16	06/24/16	890,000	892,720	890,500	(2,220)	0.52%	55	0.42%
06/17/13	FHLB	3133834R9	0.375	06/24/16	06/24/16	1,500,000	1,490,925	1,500,149	9,224	0.31%	55	0.71%
10/21/13	Treasury Note	91282QR4	1.500	06/30/16	06/30/16	5,050,000	5,166,160	5,060,075	(106,085)	0.33%	61	2.39%
12/08/14	General Electric Capital Corp	36962G6X7	1.339	04/02/18	07/02/16	1,475,000	1,491,505	1,483,562	(7,943)	1.06%	63	0.70%
02/19/13	JPMorgan Chase & Co	46625HJA9	3.150	07/05/16	07/05/16	1,615,000	1,677,479	1,621,796	(55,683)	0.84%	66	0.77%
07/11/13	Duke Energy Indiana Inc	263901AE0	0.979	07/11/16	07/11/16	705,000	706,115	705,202	(913)	0.84%	72	0.33%
01/21/16	Oracle Corporation	68389XAR6	1.208	01/15/19	07/15/16	800,000	801,785	803,980	2,195	1.05%	76	0.38%
07/08/15	Wells Fargo & Company	94974BKF1	1.268	04/23/18	07/23/16	1,500,000	1,502,735	1,500,698	(2,037)	1.26%	84	0.71%
08/20/13	Caterpillar Financial Services	14912L4X6	2.050	08/01/16	08/01/16	1,260,000	1,284,220	1,264,011	(20,209)	0.80%	93	0.60%
08/05/13	Halliburton Company	406216BB6	1.000	08/01/16	08/01/16	575,000	574,563	575,114	551	0.92%	93	0.27%
02/21/13	Coca-Cola Company (The)	191216AU4	1.800	09/01/16	09/01/16	1,450,000	1,486,511	1,456,261	(30,250)	0.52%	124	0.69%
10/09/13	PNC Bank NA	69349LAN8	1.300	10/03/16	09/03/16	1,280,000	1,285,273	1,281,485	(3,788)	1.03%	126	0.61%
11/26/13	Key Bank NA	49327M2J2	1.100	11/25/16	10/25/16	500,000	499,620	500,562	942	0.90%	178	0.24%
10/15/13	Treasury Note	912828RM4	1.000	10/31/16	10/31/16	3,970,000	4,005,203	3,981,164	(24,039)	0.44%	184	1.88%
09/12/14	Procter & Gamble Co	742718ED7	0.750	11/04/16	11/04/16	1,000,000	999,680	1,000,102	422	0.73%	188	0.47%
03/20/14	Comcast Corporation	20030NAP6	6.500	01/15/17	01/15/17	1,200,000	1,341,124	1,246,444	(94,680)	1.02%	260	0.59%
12/30/13	Pfizer Inc	717081DD2	0.900	01/15/17	01/15/17	1,460,000	1,455,228	1,462,945	7,717	0.62%	260	0.69%
04/03/14	Treasury Note	912828SC5	0.875	01/31/17	01/31/17	2,050,000	2,049,920	2,054,965	5,045	0.55%	276	0.97%
04/26/16	Ace Ina Holdings Inc	00440EAJ6	5.700	02/15/17	02/15/17	900,000	934,731	933,887	(844)	0.93%	291	0.44%
12/03/12	Walt Disney Co	25468PCS3	1.125	02/15/17	02/15/17	1,200,000	1,205,120	1,203,686	(1,434)	0.74%	291	0.57%
06/12/14	Branch Banking and Trust Company	07330NAH8	1.000	04/03/17	03/03/17	1,028,000	1,025,372	1,028,363	2,991	0.96%	307	0.49%
10/16/12	FHLMC	3137EADC0	1.000	03/08/17	03/08/17	6,000,000	6,045,930	6,018,792	(27,138)	0.63%	312	2.85%
05/20/14	US Bancorp	91159HHD5	1.650	05/15/17	04/15/17	1,500,000	1,519,595	1,509,518	(10,077)	1.04%	350	0.71%
05/21/12	FNMA	3135G0JA2	1.125	04/27/17	04/27/17	4,550,000	4,575,085	4,571,577	(3,508)	0.65%	362	2.16%
05/06/14	State Street Corporation	857477AD5	5.375	04/30/17	04/30/17	1,000,000	1,093,220	1,044,450	(48,770)	0.91%	365	0.49%
02/03/14	FHLB	3133XKQX6	4.875	05/17/17	05/17/17	4,375,000	4,868,587	4,564,193	(304,394)	0.73%	382	2.16%
01/28/15	FHLB	313379DD8	1.000	06/21/17	06/21/17	4,000,000	4,027,520	4,013,368	(14,152)	0.71%	417	1.90%

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 04/30/16

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff. Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
08/02/12	Treasury Note	912828TG5	0.500	07/31/17	07/31/17	1,275,000	1,266,020	1,272,460	6,440	0.66%	457	0.60%
09/29/15	FNMA Bench	3135G0ZL0	1.000	09/27/17	09/27/17	3,000,000	3,016,945	3,010,794	(6,151)	0.74%	515	1.42%
04/19/16	Treasury Note	912828TS9	0.625	09/30/17	09/30/17	7,750,000	7,743,340	7,743,041	(299)	0.69%	518	3.66%
11/02/12	Treasury Note	912828TW0	0.750	10/31/17	10/31/17	10,950,000	10,952,602	10,957,699	5,097	0.70%	549	5.19%
04/19/16	FHLB	3133XMQ87	5.000	11/17/17	11/17/17	2,500,000	2,665,725	2,661,520	(4,205)	0.80%	566	1.26%
09/10/14	FHLMC Reference Notes	3137EABA6	5.125	11/17/17	11/17/17	5,200,000	5,834,036	5,542,586	(291,450)	0.84%	566	2.62%
10/07/14	Mellife Inc	59156RBK3	1.903	12/15/17	12/15/17	800,000	805,636	806,989	1,353	1.36%	594	0.38%
05/06/14	Bank of New York Mellon Corp	06406HCE7	1.300	01/25/18	12/25/17	1,000,000	992,963	1,002,320	9,357	1.16%	604	0.47%
04/19/16	FHLMC Reference Notes	3137EADN6	0.750	01/12/18	01/12/18	3,750,000	3,748,050	3,745,159	(2,891)	0.83%	622	1.77%
08/07/15	Fifth Third Bank	31677QAV1	1.450	02/28/18	01/28/18	1,000,000	996,120	998,738	2,618	1.52%	638	0.47%
12/23/13	FNMA Benchmark Notes	3135G0TG8	0.875	02/08/18	02/08/18	6,000,000	5,904,390	6,004,476	100,086	0.83%	649	2.84%
11/18/15	Exxon Mobil Corp	30231GAL6	1.305	03/06/18	03/06/18	700,000	701,862	704,315	2,453	0.97%	675	0.33%
09/25/15	Boeing Co	097023BE4	0.950	05/15/18	05/15/18	944,000	938,314	943,983	5,669	0.95%	745	0.45%
03/11/14	Merck & Co Inc	58933YAG0	1.300	05/18/18	05/18/18	1,350,000	1,339,553	1,358,512	18,959	0.99%	748	0.64%
12/03/14	Treasury Note	912828VE7	1.000	05/31/18	05/31/18	13,010,000	12,972,601	13,062,339	89,738	0.81%	761	6.18%
08/05/15	FHLMC	3137EABP3	4.875	06/13/18	06/13/18	5,500,000	6,011,095	5,961,098	(49,997)	0.88%	774	2.82%
07/06/15	Southern California Gas Company	842434CN0	1.550	06/15/18	06/15/18	1,175,000	1,182,360	1,184,257	1,897	1.17%	776	0.56%
04/19/16	Treasury Note	912828XK1	0.875	07/15/18	07/15/18	7,750,000	7,762,715	7,759,688	(3,027)	0.82%	806	3.67%
04/19/16	FNMA Benchmark Notes	3135G0E33	1.125	07/20/18	07/20/18	3,750,000	3,771,825	3,769,174	(2,651)	0.89%	811	1.78%
07/06/15	Nevada Power Company	641423BW7	6.500	08/01/18	08/01/18	1,050,000	1,189,265	1,167,304	(21,961)	1.45%	823	0.55%
08/07/15	3M Company	88579YAP6	1.375	08/07/18	08/07/18	900,000	898,398	907,238	8,840	1.02%	829	0.43%
12/18/15	Berkshire Hathaway Finance Corp	084664BY6	2.000	08/15/18	08/15/18	1,550,000	1,577,051	1,579,083	2,032	1.17%	837	0.75%
08/18/15	Treasury Note	912828RE2	1.500	08/31/18	08/31/18	6,400,000	6,482,133	6,499,501	17,368	0.83%	853	3.08%
04/19/16	FNMA	3135G0E58	1.125	10/19/18	10/19/18	3,750,000	3,772,538	3,770,741	(1,797)	0.90%	902	1.78%
12/24/15	Simon Property Group LP	828807CQ8	2.200	02/01/19	11/01/18	770,000	778,377	785,882	7,505	1.43%	915	0.37%
11/03/15	Microsoft Corporation	594918BF0	1.300	11/03/18	11/03/18	650,000	649,898	655,339	5,441	0.97%	917	0.31%
04/13/16	Commonwealth Edison Company	202795JC5	2.150	01/15/19	12/15/18	1,000,000	1,018,088	1,016,246	(1,842)	1.54%	959	0.48%
09/25/15	Manufacturers & Traders Trust Co	55279HAE0	2.300	01/30/19	12/30/18	1,000,000	1,013,451	1,016,015	2,564	1.70%	974	0.48%
12/01/15	Treasury Note	912828A75	1.500	12/31/18	12/31/18	500,000	503,516	508,262	4,746	0.87%	975	0.24%
07/01/15	Treasury Note	912828SD3	1.250	01/31/19	01/31/19	4,000,000	4,003,594	4,039,064	35,470	0.89%	1006	1.91%
01/14/16	IBM Corp	459200HT1	1.950	02/12/19	02/12/19	1,150,000	1,164,229	1,173,662	9,433	1.20%	1018	0.56%
02/26/16	Cisco Systems Inc	17275RAE2	4.950	02/15/19	02/15/19	1,050,000	1,156,947	1,157,254	307	1.22%	1021	0.55%
01/21/15	Union Pacific Corporation	907818DW5	2.250	02/15/19	02/15/19	730,000	750,291	749,290	(1,001)	1.28%	1021	0.35%
09/15/14	Unitedhealth Group Inc	91324PCB6	1.625	03/15/19	03/15/19	720,000	706,025	725,563	19,538	1.35%	1049	0.34%
12/07/15	FHLMC	3137EACA5	3.750	03/27/19	03/27/19	3,500,000	3,763,900	3,775,597	11,697	1.00%	1061	1.79%

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 04/30/16

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff. Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
04/16/16	Lowes Companies Inc	548661DL8	1.150	04/15/19	04/15/19	1,000,000	998,565	998,866	301	1.19%	1080	0.47%
09/12/14	Public Service Electric And Gas	74456QBG0	1.800	06/01/19	05/01/19	1,129,000	1,122,407	1,140,925	18,518	1.45%	1096	0.54%
12/08/14	Target Corporation	87612EBB1	2.300	06/26/19	06/26/19	1,005,000	1,027,143	1,038,552	11,409	1.22%	1152	0.49%
03/17/15	FNMA Bench	3135G0ZG1	1.750	09/12/19	09/12/19	4,500,000	4,545,910	4,597,110	51,200	1.10%	1230	2.18%
04/01/16	Treasury Note	912828F62	1.500	10/31/19	10/31/19	3,905,000	3,970,134	3,966,016	(4,118)	1.04%	1279	1.88%
05/26/15	Arizona Public Service Company	040555CR3	2.200	01/15/20	12/15/19	950,000	956,522	962,498	5,976	1.83%	1324	0.46%
01/19/16	Treasury Note	912828G95	1.625	12/31/19	12/31/19	1,750,000	1,772,695	1,784,179	11,484	1.08%	1340	0.84%
04/21/16	Pepsico Inc	713448BN7	4.500	01/15/20	01/15/20	400,000	445,328	444,034	(1,294)	1.44%	1355	0.21%
04/25/16	Medtronic Inc	585055BG0	2.500	03/15/20	03/15/20	1,200,000	1,241,266	1,240,686	(580)	1.59%	1415	0.59%
05/08/15	United Technologies Corporation	913017BR9	4.500	04/15/20	04/15/20	1,150,000	1,283,709	1,278,982	(4,727)	1.57%	1446	0.61%
03/08/16	Public Service Company of Colorado	744448CD1	3.200	11/15/20	05/15/20	1,080,000	1,135,783	1,156,558	20,775	1.58%	1476	0.55%
04/21/16	Travelers Cos Inc	89417EAG4	3.900	11/01/20	11/01/20	125,000	136,478	135,551	(927)	1.93%	1646	0.06%
	Subtotal					\$192,002,863	\$195,615,768	\$194,891,193	\$ (724,575)	0.85%	597	92.22%
	Local Agency Investment Fund (LAIF)					16,437,604	16,437,604	16,441,238	3,634	0.53%	164	7.78%
	Subtotal					\$208,440,467	\$212,053,372	\$211,332,431	\$ (720,941)	0.82%	563	100.00%
	Operating Bank Balance						3,081,897					
	TOTAL						\$215,135,269					

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Purchases - Maturities - Sales
As of 04/30/16

PURCHASES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest
04/13/16	Commonwealth Edison Company	202795JC5	2.150	01/15/19	575,000.00	101.83300	\$ 585,539.75	\$ (3,021.94)
04/16/16	Lowes Companies Inc	548661DL8	1.150	04/15/19	650,000.00	99.89200	649,298.00	
04/21/16	Arizona Public Service Company	040555CR3	2.200	01/15/20	90,000.00	101.48800	91,339.20	(528.00)
04/21/16	Bank of New York Mellon Corp	06406HCE7	1.300	01/25/18	325,000.00	100.24800	325,806.00	(1,009.31)
04/21/16	Berkshire Hathaway Finance Corp	084664BY6	2.000	08/15/18	500,000.00	102.23500	511,175.00	(1,833.33)
04/21/16	Boeing Co	097023BE4	0.950	05/15/18	100,000.00	99.91600	99,916.00	(411.67)
04/21/16	Boeing Co	097023BE4	0.950	05/15/18	194,000.00	99.95700	193,916.58	(798.63)
04/21/16	Branch Banking and Trust Company	07330NAH8	1.000	04/03/17	378,000.00	99.96000	377,848.80	(189.00)
04/21/16	Coca-Cola Company (The)	191216AU4	1.800	09/01/16	450,000.00	100.43800	451,971.00	(1,125.00)
04/21/16	Comcast Corporation	20030NAP6	6.500	01/15/17	350,000.00	104.11100	364,388.50	(6,066.67)
04/21/16	Commonwealth Edison Company	202795JC5	2.150	01/15/19	425,000.00	101.77600	432,548.00	(2,436.67)
04/19/16	FFCB	3133EEZ52	0.471	03/22/18	220,000.00	99.72860	219,402.92	(78.42)
04/19/16	FFCB	3133EEZ52	0.471	03/22/18	4,780,000.00	99.73800	4,767,476.40	(1,703.86)
04/19/16	FHLB	3133XMQ87	5.000	11/17/17	2,500,000.00	106.62900	2,665,725.00	(52,777.78)
04/19/16	FHLMC	3137EABP3	4.875	06/13/18	3,500,000.00	108.56900	3,799,915.00	(59,718.75)
04/19/16	FHLMC Reference Notes	3137EADN6	0.750	01/12/18	3,750,000.00	99.94800	3,748,050.00	(7,578.13)
04/21/16	Fifth Third Bank	31677QAV1	1.450	02/28/18	500,000.00	99.91200	499,560.00	(1,067.36)
04/19/16	FNMA	3135G0E58	1.125	10/19/18	3,750,000.00	100.60100	3,772,537.50	
04/19/16	FNMA Benchmark Notes	3135G0E33	1.125	07/20/18	3,750,000.00	100.58200	3,771,825.00	(10,429.69)
04/21/16	Manufacturers & Traders Trust Co	55279HAE0	2.300	01/30/19	365,000.00	101.58700	370,792.55	(1,888.88)
04/21/16	Nevada Power Company	641423BW7	6.500	08/01/18	70,000.00	111.10200	77,771.40	(1,011.11)
04/21/16	Pepsico Inc	713448BN7	4.500	01/15/20	400,000.00	111.33200	445,328.00	(4,800.00)
04/21/16	PNC Bank NA	69349LAN8	1.300	10/03/16	250,000.00	100.16900	250,422.50	(162.50)
04/21/16	PNC Bank NA	69349LAN8	1.300	10/03/16	230,000.00	100.18100	230,416.30	(149.50)
04/21/16	Public Service Company of Colorado	744448CD1	3.200	11/15/20	325,000.00	105.76000	343,720.00	(4,506.67)
04/21/16	Public Service Electric And Gas	74456QBG0	1.800	06/01/19	31,000.00	101.05100	31,325.81	(217.00)
04/21/16	Southern California Gas Company	842434CN0	1.550	06/15/18	875,000.00	100.71700	881,273.75	(4,746.88)
04/21/16	Target Corporation	87612EBB1	2.300	06/26/19	380,000.00	103.37700	392,832.60	(2,791.94)
04/21/16	Travelers Cos Inc	89417EAG4	3.900	11/01/20	125,000.00	109.18300	136,478.75	(2,302.08)
04/19/16	Treasury Note	912828TS9	0.625	09/30/17	7,750,000.00	99.91406	7,743,339.84	(2,514.52)
04/19/16	Treasury Note	912828TW0	0.750	10/31/17	7,750,000.00	100.07813	7,756,054.69	(27,305.98)
04/19/16	Treasury Note	912828XK1	0.875	07/15/18	7,750,000.00	100.16406	7,762,714.84	(17,698.32)
04/21/16	United Technologies Corporation	913017BR9	4.500	04/15/20	400,000.00	111.39800	445,592.00	(300.00)
04/21/16	US Bancorp	91159HHD5	1.650	05/15/17	500,000.00	100.65700	503,285.00	(3,575.00)

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Purchases - Maturities - Sales
As of 04/30/16

PURCHASES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest
04/21/16	Walt Disney Co	25468PCS3	1.125	02/15/17	400,000.00	100.31200	401,248.00	(825.00)
04/21/16	Wells Fargo & Company	94974BFK1	1.249	04/23/18	154,000.00	100.09300	154,143.22	(464.69)
04/21/16	Wells Fargo & Company	94974BFK1	1.249	04/23/18	346,000.00	100.11320	346,391.67	(1,044.04)
04/22/16	Apple Inc	037833AF7	0.669	05/03/16	425,000.00	100.00910	425,038.68	(623.56)
04/22/16	Cisco Systems Inc	17275RAE2	4.950	02/15/19	340,000.00	110.39100	375,329.40	(3,132.25)
04/22/16	John Deere Capital Corp	24422ERC5	2.250	06/07/16	410,000.00	100.23000	410,943.00	(3,459.38)
04/22/16	Johnson & Johnson	478160BW3	0.905	03/01/19	715,000.00	100.30480	717,179.32	(934.77)
04/22/16	JPMorgan Chase & Co	46625HJA9	3.150	07/05/16	600,000.00	100.50800	603,048.00	(5,617.50)
04/22/16	Lowes Companies Inc	548661DL8	1.150	04/15/19	183,000.00	99.82500	182,679.75	(11.69)
04/22/16	Merck & Co Inc	58933YAG0	1.300	05/18/18	5,000.00	100.64000	5,032.00	(27.81)
04/22/16	Merck & Co Inc	58933YAG0	1.300	05/18/18	90,000.00	100.77600	90,698.40	(500.50)
04/22/16	State Street Corporation	857477AD5	5.375	04/30/17	391,000.00	104.59900	408,982.09	(10,041.10)
04/25/16	Caterpillar Financial Services	14912L4X6	2.050	08/01/16	410,000.00	100.37600	411,541.60	(1,961.17)
04/25/16	Medtronic Inc	585055BG0	2.500	03/15/20	1,080,000.00	103.43700	1,117,119.60	(3,000.00)
04/25/16	Medtronic Inc	585055BG0	2.500	03/15/16	120,000.00	103.45600	124,147.20	(333.33)
04/25/16	Pfizer Inc	717081DD2	0.900	01/15/17	460,000.00	100.13000	460,598.00	(1,150.00)
04/26/16	Ace Ina Holdings Inc	00440EAJ6	5.700	02/15/17	900,000.00	103.85900	934,731.00	(10,117.50)
04/25/16	Arizona Public Service Company	040555CR3	2.200	01/15/20	35,000.00	101.27800	35,447.30	(216.03)
04/25/16	Arizona Public Service Company	040555CR3	2.200	01/15/20	200,000.00	101.30200	202,604.00	(1,234.44)
04/25/16	General Electric Capital Corp	36962G6X7	1.339	04/02/18	475,000.00	100.65500	478,111.25	(388.57)
04/25/16	Home Depot Inc	437076BJ0	1.004	09/17/16	1,000,000.00	100.39660	1,003,966.00	(1,171.16)
04/25/16	Public Service Electric And Gas	74456QBG0	1.800	06/01/19	298,000.00	100.88100	300,625.38	(2,160.50)
04/27/16	Merck & Co Inc	58933YAG0	1.300	05/18/18	5,000.00	100.64600	5,032.30	(28.71)
04/27/16	Public Service Company of Colorado	744448CD1	3.200	11/15/20	155,000.00	105.32400	163,252.20	(2,232.00)
04/28/16	American Express Credit Corp	0258M0DY2	1.682	09/14/20	700,000.00	100.43560	703,049.20	(1,472.06)
04/28/16	IBM Corp	459200HT1	1.950	02/12/19	25,000.00	101.77700	25,444.25	(102.92)
04/28/16	Nevada Power Company	641423BW7	6.500	08/01/18	280,000.00	111.17700	311,295.60	(4,398.33)
04/29/16	IBM Corp	459200HT1	1.950	02/12/19	360,000.00	101.77200	366,379.20	(1,501.50)
04/29/16	Lowes Companies Inc	548661DL8	1.150	04/15/19	167,000.00	99.75300	166,587.51	(48.01)
04/29/16	Oracle Corporation	68389XAR6	1.202	01/15/19	25,000.00	100.53720	25,134.30	(11.75)
04/29/16	Simon Property Group LP	828807CQ8	2.200	02/01/19	240,000.00	101.75700	244,216.80	(1,290.67)
04/29/16	Union Pacific Corporation	907818DW5	2.250	02/15/19	105,000.00	102.11900	107,224.95	(485.63)
05/03/16	Merck & Co Inc	58933YAG0	1.300	05/18/18	250,000.00	100.71200	251,780.00	(1,489.58)
TOTAL PURCHASES					\$ 65,337,000.00		\$ 66,258,587.85	\$ (286,220.74)

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Purchases - Maturities - Sales
As of 04/30/16

PURCHASES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest
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MATURITIES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Gain / (Loss)
04/11/13	Wal-Mart Stores Inc	931142DE0	0.600	04/11/16	\$ 900,000.00	99.92900	\$ 899,361.00	\$ 639.00
							-	-
							-	-
							-	-
							-	-
TOTAL MATURITIES					\$ 900,000.00		\$ 899,361.00	\$ 639.00

SALES / REDEMPTIONS

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Sale Date	Par Value	Sale Price	Sale Amount	Purchase Cost	Gain / (Loss)
05/08/15	Corning Inc	219350BA2	1.500	05/08/18	04/14/16	\$ 162,000.00	99.43400	\$ 161,083.08	\$ 161,849.34	\$ (766.26)
05/08/15	Corning Inc	219350BA2	1.500	05/08/18	04/14/16	\$ 613,000.00	99.47200	609,763.36	612,429.91	(2,666.55)
								-		-
								-		-
TOTAL SALES						\$ 775,000.00		\$ 770,846.44	\$ 774,279.25	\$ (3,432.81)

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
04/01/16-04/30/16

Type of Investment	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FIXED INCOME									
Wal-Mart Stores Inc	NOTE	0.600	04/11/16	2,550.00	2,700.00	-	150.00	5.92	155.92
Apple Inc	NOTE	0.669	05/03/16	807.89	-	623.56	1,920.37	(31.89)	457.03
Pepsico Inc	NOTE	2.500	05/10/16	9,791.67	-	-	11,875.00	(1,380.42)	702.91
John Deere Capital Corp	MTN	2.250	06/07/16	6,056.26	-	3,459.38	11,340.00	(1,224.92)	599.44
Chevron Corp	NOTE	0.889	06/24/16	2,131.87	-	-	2,791.22	(127.10)	532.25
FHLB	NOTE	0.375	06/24/16	1,515.63	-	-	1,984.38	250.46	719.21
Treasury Note	NOTE	1.500	06/30/16	19,145.61	-	-	25,388.74	(4,090.66)	2,152.47
JPMorgan Chase & Co	NOTE	3.150	07/05/16	7,637.88	-	5,617.50	16,392.25	(1,854.64)	1,282.23
Duke Energy Indiana Inc	NOTE	0.979	07/11/16	1,533.46	1,723.01	-	383.36	(35.39)	537.52
Caterpillar Financial Services	NOTE	2.050	08/01/16	2,904.17	-	1,961.17	6,457.50	(737.57)	854.59
Halliburton Company	NOTE	1.000	08/01/16	958.33	-	-	1,437.50	12.19	491.36
Coca-Cola Company (The)	NOTE	1.800	09/01/16	1,500.00	-	1,125.00	4,350.00	(967.53)	757.47
PNC Bank NA	NOTE	1.300	10/03/16	5,142.22	5,200.00	312.00	1,294.23	(198.03)	841.98
Treasury Note	NOTE	1.000	10/31/16	16,687.09	19,850.00	-	107.88	(949.71)	2,321.08
Procter & Gamble Co	NOTE	0.750	11/04/16	3,062.50	-	-	3,687.50	12.44	637.44
Key Bank NA	NOTE	1.100	11/25/16	1,925.00	-	-	2,383.33	10.87	469.20
Comcast Corporation	NOTE	6.500	01/15/17	11,663.89	-	6,066.67	22,966.67	(4,290.88)	945.23
Pfizer Inc	NOTE	0.900	01/15/17	1,900.00	-	1,150.00	3,869.00	133.33	952.33
Treasury Note	MTN	0.875	01/31/17	3,006.01	-	-	4,484.38	2.32	1,480.69
Ace Ina Holdings Inc	NOTE	5.700	02/15/17	-	-	10,117.50	10,830.00	(600.88)	111.62
Walt Disney Co	MTN	1.125	02/15/17	1,150.00	-	825.00	2,850.00	(119.28)	755.72
FHLMC	NOTE	1.000	03/08/17	3,833.33	-	-	8,833.33	(1,029.26)	3,970.74
Branch Banking and Trust Company	MTN	1.000	04/03/17	3,213.89	3,250.00	189.00	799.56	80.58	727.25
FNMA	NOTE	1.125	04/27/17	21,896.88	25,593.75	-	568.75	(632.13)	3,633.49
State Street Corporation	NOTE	5.375	04/30/17	13,729.99	26,875.00	10,041.10	149.30	(2,549.63)	703.58
US Bancorp	NOTE	1.650	05/15/17	6,233.33	-	3,575.00	11,412.50	(561.03)	1,043.14
FHLB	NOTE	4.875	05/17/17	79,388.02	-	-	97,161.46	(14,292.63)	3,480.81
FHLB	NOTE	1.000	06/21/17	11,147.54	-	-	14,426.23	(943.55)	2,335.14
Treasury Note	NOTE	0.500	07/31/17	1,068.34	-	-	1,593.75	150.30	675.71
Home Depot Inc	NOTE	1.004	09/15/17	-	-	1,171.16	1,310.58	(39.11)	100.31
FNMA Bench	NOTE	1.000	09/27/17	333.34	-	-	2,833.34	(708.02)	1,791.98
Treasury Note	NOTE	0.625	09/30/17	-	-	2,514.52	4,102.63	151.08	1,739.19
Treasury Note	NOTE	0.750	10/31/17	10,087.91	41,062.50	27,305.98	223.17	(2.65)	3,889.13
FHLB	NOTE	5.000	11/17/17	-	-	52,777.78	56,944.44	(3,501.23)	665.43

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
04/01/16-04/30/16

Type of Investment		Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Acrt For Period	Adjusted Total Int. Earned
FHLMC Reference Notes	NOTE	5.125	11/17/17	99,197.22	-	-	121,405.56	22,208.34	(16,583.33)	5,625.01
Metlife Inc	NOTE	1.903	12/15/17	676.62	-	-	1,945.28	1,268.66	(147.29)	1,121.37
FHLMC Reference Notes	NOTE	0.750	01/12/18	-	-	7,578.13	8,515.63	937.50	37.56	975.06
Bank of New York Mellon Corp	NOTE	1.300	01/25/18	1,608.75	-	1,009.31	3,466.67	848.61	166.41	1,015.02
FNMA Benchmark Notes	NOTE	0.875	02/08/18	7,729.16	-	-	12,104.16	4,375.00	2,127.74	6,502.74
Fifth Third Bank	NOTE	1.450	02/28/18	624.31	-	1,067.36	2,456.94	765.27	122.74	888.01
Exxon Mobil Corp	NOTE	1.305	03/06/18	634.38	-	-	1,395.63	761.25	(67.46)	693.79
FFCB	NOTE	0.471	03/22/18	-	1,973.24	1,782.28	589.06	780.02	224.29	1,004.31
General Electric Capital Corp	NOTE	1.339	04/02/18	3,346.50	3,342.23	388.57	1,590.52	1,197.68	(353.84)	843.84
Wells Fargo & Company	NOTE	1.268	04/23/18	2,393.15	4,734.28	1,508.73	422.70	1,255.10	(72.02)	1,183.08
Coming Inc	NOTE	1.500	05/08/18	4,617.71	5,198.96	-	-	581.25	12.01	593.26
Boeing Co	NOTE	0.950	05/15/18	2,332.78	-	1,210.30	4,135.25	592.17	176.52	768.69
Merck & Co Inc	NOTE	1.300	05/18/18	4,802.78	-	2,046.60	7,946.25	1,096.87	249.61	1,346.48
Treasury Note	NOTE	1.000	05/31/18	43,722.14	-	-	54,386.06	10,663.92	757.23	11,421.15
FHLMC	NOTE	4.875	06/13/18	29,250.00	-	59,718.75	102,781.25	13,812.50	(10,812.68)	2,999.82
Southern California Gas Company	NOTE	1.550	06/15/18	1,369.17	-	4,746.88	6,880.28	764.23	(111.82)	652.41
Treasury Note	NOTE	0.875	07/15/18	-	-	17,698.32	19,933.89	2,235.57	(186.75)	2,048.82
FNMA Benchmark Notes	NOTE	1.125	07/20/18	-	-	10,429.69	11,835.94	1,406.25	(322.93)	1,083.32
Nevada Power Company	NOTE	6.500	08/01/18	7,583.33	-	5,409.44	17,062.50	4,069.73	(2,930.56)	1,139.17
3M Company	NOTE	1.375	08/07/18	1,856.25	-	-	2,887.50	1,031.25	44.50	1,075.75
Berkshire Hathaway Finance Corp	NOTE	2.000	08/15/18	2,683.33	-	1,833.33	6,544.44	2,027.78	(631.67)	1,396.11
Treasury Note	NOTE	1.500	08/31/18	8,347.82	-	-	16,173.92	7,826.10	(2,234.55)	5,591.55
FNMA	NOTE	1.125	10/19/18	-	-	-	1,406.25	1,406.25	(300.50)	1,105.75
Microsoft Corporation	NOTE	1.300	11/03/18	3,473.88	-	-	4,178.06	704.18	2.56	706.74
Treasury Note	NOTE	1.500	12/31/18	1,895.60	-	-	2,513.74	618.14	(93.67)	524.47
Commonwealth Edison Company	NOTE	2.150	01/15/19	-	-	5,458.61	6,330.56	871.95	(276.33)	595.62
Oracle Corporation	NOTE	1.208	01/15/19	1,992.48	2,354.75	11.75	429.64	780.16	(45.70)	734.46
Manufacturers & Traders Trust Co	NOTE	2.300	01/30/19	2,474.74	-	1,888.88	5,813.89	1,450.27	(255.31)	1,194.96
Treasury Note	NOTE	1.250	01/31/19	8,379.12	-	-	12,500.00	4,120.88	(82.30)	4,038.58
Simon Property Group LP	NOTE	2.200	02/01/19	1,943.33	-	1,290.67	4,235.00	1,001.00	(130.88)	870.12
IBM Corp	NOTE	1.950	02/12/19	2,030.44	-	1,604.42	4,921.04	1,286.18	(214.55)	1,071.63
Cisco Systems Inc	NOTE	4.950	02/15/19	4,490.75	-	3,132.25	10,972.50	3,349.50	(2,323.73)	1,025.77
Union Pacific Corporation	NOTE	2.250	02/15/19	1,796.88	-	485.63	3,467.50	1,184.99	(375.73)	809.26
Johnson & Johnson	NOTE	0.905	03/01/19	611.82	-	934.77	2,300.46	753.87	(23.38)	730.49
Unitedhealth Group Inc	NOTE	1.625	03/15/19	520.00	-	-	1,495.00	975.00	258.80	1,233.80

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
04/01/16-04/30/16

Type of Investment	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned	
FHLMC	NOTE	3.750	03/27/19	1,458.33	-	-	12,395.83	10,937.50	(6,652.94)	4,284.56
Lowes Companies Inc	NOTE	1.150	04/15/19	-	-	59.70	351.38	291.68	10.64	302.32
Public Service Electric And Gas	NOTE	1.800	06/01/19	4,800.00	-	2,377.50	8,467.50	1,290.00	156.46	1,446.46
Target Corporation	NOTE	2.300	06/26/19	3,793.41	-	2,791.94	8,026.04	1,440.69	(285.76)	1,154.93
FNMA Bench	NOTE	1.750	09/12/19	4,156.25	-	-	10,718.75	6,562.50	(913.80)	5,648.70
Treasury Note	NOTE	1.500	10/31/19	24,620.81	29,287.50	-	159.17	4,825.86	(1,493.90)	3,331.96
Treasury Note	NOTE	1.625	12/31/19	7,187.50	-	-	9,531.25	2,343.75	(472.16)	1,871.59
Arizona Public Service Company	NOTE	2.200	01/15/20	2,902.78	-	1,978.47	6,153.89	1,272.64	(60.86)	1,211.78
Pepsico Inc	NOTE	4.500	01/15/20	-	-	4,800.00	5,300.00	500.00	(337.26)	162.74
Medtronic Inc	NOTE	2.500	03/15/20	-	-	3,333.33	3,833.33	500.00	(176.85)	323.15
United Technologies Corporation	NOTE	4.500	04/15/20	15,562.50	16,875.00	300.00	2,300.00	3,312.50	(1,805.57)	1,506.93
American Express Credit Corp	NOTE	1.682	09/14/20	-	-	1,472.06	1,570.19	98.13	(5.83)	92.30
Travelers Cos Inc	NOTE	3.900	11/01/20	-	-	2,302.08	2,437.50	135.42	(70.42)	65.00
Public Service Company of Colorado	NOTE	3.200	11/15/20	7,253.33	-	6,738.67	15,936.00	1,944.00	(724.08)	1,219.92
Subtotal				\$ 576,121.40	\$ 190,020.22	\$ 286,220.74	\$ 889,356.25	\$ 217,034.33	\$ (87,287.99)	\$ 129,746.34
CASH EQUIVALENTS										
Columbia Treasury Reserves				-	207.94	-	-	207.94	-	207.94
Subtotal				\$ -	\$ 207.94	\$ -	\$ -	\$ 207.94	\$ -	\$ 207.94
LAIF										
Local Agency Investment Fund				18,952.62	18,952.62	-	7,088.70	7,088.70	-	7,088.70
TOTAL				\$ 595,074.02	\$ 209,180.78	\$ 286,220.74	\$ 896,444.95	\$ 224,330.97	\$ (87,287.99)	\$ 137,042.98

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 04/30/16

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
04/30/16	Columbia Treasury Reserves	097101307	0.000	04/30/16	04/30/16	\$ 935,376	\$ 935,376	\$ 935,376	\$ -	0.00%	0	4.35%
07/09/14	Apple Inc	037833AF7	0.669	05/03/16	05/03/16	125,000	125,037	125,000	(37)	0.67%	3	0.58%
03/02/16	Johnson & Johnson	478160BW3	0.905	03/01/19	06/01/16	160,000	160,136	160,566	430	0.79%	32	0.75%
02/19/13	John Deere Capital Corp	24422ERC5	2.250	06/07/16	06/07/16	150,000	156,479	150,245	(6,234)	0.70%	38	0.70%
04/26/16	Home Depot Inc	437076BJ0	1.004	09/15/17	06/15/16	100,000	100,397	100,426	29	0.71%	46	0.47%
11/04/14	Chevron Corp	166764AC4	0.889	06/24/16	06/24/16	125,000	125,729	125,070	(659)	0.52%	55	0.58%
04/28/16	FHLB	3133834R9	0.375	06/24/16	06/24/16	225,000	225,007	225,022	15	0.31%	55	1.05%
02/24/16	Treasury Note	912828QR4	1.500	06/30/16	06/30/16	325,000	326,231	325,648	(583)	0.33%	61	1.52%
01/21/15	General Electric Capital Corp	36962G6X7	1.339	04/02/18	07/02/16	175,000	176,628	176,016	(612)	1.06%	63	0.82%
02/19/13	JPMorgan Chase & Co	46625HJA9	3.150	07/05/16	07/05/16	185,000	195,921	185,778	(10,143)	0.84%	66	0.86%
02/20/15	Duke Energy Indiana Inc	263901AE0	0.979	07/11/16	07/11/16	100,000	100,176	100,029	(147)	0.84%	72	0.47%
01/21/16	Oracle Corporation	68389XAR6	1.208	01/15/19	07/15/16	120,000	120,272	120,597	325	1.05%	76	0.56%
10/05/15	Wells Fargo & Company	94974BFB1	1.268	04/23/18	07/23/16	150,000	150,525	150,070	(455)	1.26%	84	0.70%
07/09/14	Caterpillar Financial Services	14912A4X6	2.050	08/01/16	08/01/16	135,000	138,074	135,430	(2,644)	0.80%	93	0.63%
07/09/14	Halliburton Company	406216BB6	1.000	08/01/16	08/01/16	100,000	100,516	100,020	(496)	0.92%	93	0.47%
02/20/15	PNC Funding Corp	693476BM4	2.700	09/19/16	08/19/16	100,000	102,528	100,563	(1,965)	1.24%	111	0.47%
03/06/13	Coca-Cola Company (The)	191216AU4	1.800	09/01/16	09/01/16	200,000	207,142	200,864	(6,278)	0.52%	124	0.93%
05/06/15	Treasury Note	912828RM4	1.000	10/31/16	10/31/16	375,000	377,871	376,055	(1,816)	0.44%	184	1.75%
09/12/14	Procter & Gamble Co	742718ED7	0.750	11/04/16	11/04/16	125,000	124,960	125,013	53	0.73%	188	0.58%
07/09/14	Comcast Corporation	20030NAP6	6.500	01/15/17	01/15/17	130,000	144,691	135,031	(9,660)	1.02%	260	0.63%
09/12/14	Pfizer Inc	717081DD2	0.900	01/15/17	01/15/17	160,000	159,874	160,323	449	0.62%	260	0.75%
05/06/15	Treasury Note	912828SC5	0.875	01/31/17	01/31/17	350,000	351,859	350,848	(1,011)	0.55%	276	1.63%
04/26/16	Ace Ina Holdings Inc	00440EAJ6	5.700	02/15/17	02/15/17	100,000	103,859	103,765	(94)	0.93%	291	0.48%
02/19/13	Walt Disney Company (The)	25468PCS3	1.125	02/15/17	02/15/17	160,000	159,987	160,492	505	0.74%	291	0.75%
03/19/12	FHLMC	3137EADC0	1.000	03/08/17	03/08/17	755,000	746,165	757,365	11,200	0.63%	312	3.53%
07/09/14	US Bancorp	91159HHD5	1.650	05/15/17	04/15/17	150,000	151,675	150,952	(723)	1.04%	350	0.70%
05/06/15	FNMA	3135G0JA2	1.125	04/27/17	04/27/17	300,000	302,598	301,423	(1,175)	0.65%	362	1.40%
09/12/14	State Street Corporation	857477AD5	5.375	04/30/17	04/30/17	110,000	119,523	114,890	(4,633)	0.91%	365	0.53%
07/07/14	FHLB	3133XKQX6	4.875	05/17/17	05/17/17	875,000	957,246	912,839	(44,407)	0.73%	382	4.25%
01/28/15	FHLB	313379DD8	1.000	06/21/17	06/21/17	700,000	704,816	702,339	(2,477)	0.71%	417	3.27%
10/17/12	Treasury Note	912828TG5	0.500	07/31/17	07/31/17	1,265,000	1,259,009	1,262,480	3,471	0.66%	457	5.88%
03/17/15	FNMA Bench	3135G0ZL0	1.000	09/27/17	09/27/17	700,000	700,924	702,519	1,595	0.74%	515	3.27%
09/25/14	Treasury Note	912828TW0	0.750	10/31/17	10/31/17	940,000	932,264	940,661	8,397	0.70%	549	4.38%
11/20/14	FHLB	3133XMQ87	5.000	11/17/17	11/17/17	450,000	501,998	479,074	(22,924)	0.80%	566	2.23%

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 04/30/16

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
09/10/14	FHLMC Reference Notes	3137EABA6	5.125	11/17/17	11/17/17	800,000	897,594	852,706	(44,888)	0.84%	566	3.97%
10/07/14	Metlife Inc	59156RBK3	1.903	12/15/17	12/15/17	100,000	100,663	100,874	211	1.36%	594	0.47%
07/09/14	Bank Of New York Mellon Corp	06406HCE7	1.300	01/25/18	12/25/17	100,000	98,925	100,232	1,307	1.16%	604	0.47%
07/07/14	FNMA Benchmark Notes	3135G0TG8	0.875	02/08/18	02/08/18	1,000,000	986,045	1,000,746	14,701	0.83%	649	4.66%
10/28/15	Exxon Mobil Corp	30231GAL6	1.305	03/06/18	03/06/18	100,000	100,776	100,616	(160)	0.97%	675	0.47%
09/25/15	Boeing Co	097023BE4	0.950	05/15/18	05/15/18	94,000	93,432	93,998	566	0.95%	745	0.44%
07/09/14	Merck & Co Inc	58933YAG0	1.300	05/18/18	05/18/18	150,000	148,778	150,946	2,168	0.99%	748	0.70%
02/18/15	Treasury Note	912828VE7	1.000	05/31/18	05/31/18	825,000	825,248	828,319	3,071	0.81%	761	3.86%
09/25/14	FHLMC	3137EABP3	4.875	06/13/18	06/13/18	750,000	834,773	812,877	(21,896)	0.88%	774	3.78%
04/21/16	Southern California Gas Company	842434CN0	1.550	06/15/18	06/15/18	125,000	125,896	125,985	89	1.17%	776	0.59%
02/29/16	Nevada Power Company	641423BW7	6.500	08/01/18	08/01/18	115,000	127,818	127,848	30	1.45%	823	0.60%
12/18/15	Berkshire Hathaway Finance Corp	084664BY6	2.000	08/15/18	08/15/18	165,000	167,603	168,096	493	1.17%	837	0.78%
12/10/15	Treasury Note	912828RE2	1.500	08/31/18	08/31/18	500,000	504,688	507,774	3,086	0.83%	853	2.36%
12/24/15	Simon Property Group LP	828807CQ8	2.200	02/01/19	11/01/18	92,000	92,819	93,898	1,079	1.43%	915	0.44%
01/21/16	Microsoft Corporation	5594918BF0	1.300	11/03/18	11/03/18	100,000	100,032	100,821	789	0.97%	917	0.47%
04/13/16	Commonwealth Edison Company	202795JC5	2.150	01/15/19	12/15/18	115,000	117,094	116,868	(226)	1.54%	959	0.54%
11/16/15	Treasury Note	912828A75	1.500	12/31/18	12/31/18	600,000	604,953	609,914	4,961	0.87%	975	2.84%
09/25/15	BB&T Corp	05531FAQ6	2.250	02/01/19	01/02/19	75,000	75,778	76,534	756	1.49%	977	0.36%
04/01/15	Treasury Note	912828SD3	1.250	01/31/19	01/31/19	900,000	905,625	908,789	3,164	0.89%	1006	4.23%
01/14/16	IBM Corp	459200HT1	1.950	02/12/19	02/12/19	110,000	111,065	112,263	1,198	1.20%	1018	0.52%
02/26/16	Cisco Systems Inc	17275RAE2	4.950	02/15/19	02/15/19	125,000	137,609	137,768	159	1.22%	1021	0.64%
01/21/15	Union Pacific Corporation	907818DW5	2.250	02/15/19	02/15/19	105,000	108,007	107,775	(232)	1.28%	1021	0.50%
09/15/14	Unitedhealth Group Inc	91324PCB6	1.625	03/15/19	03/15/19	100,000	98,472	100,773	2,301	1.35%	1049	0.47%
04/20/16	Lowes Companies Inc	548661DL8	1.150	04/15/19	04/15/19	110,000	109,881	109,875	(6)	1.19%	1080	0.51%
09/12/14	Public Service Electric And Gas	74456QBG0	1.800	06/01/19	05/01/19	124,000	123,022	125,310	2,288	1.45%	1096	0.58%
01/21/15	Target Corporation	87612EBB1	2.300	06/26/19	06/26/19	110,000	113,227	113,672	445	1.22%	1152	0.53%
01/28/15	FNMA Bench	3135G0ZG1	1.750	09/12/19	09/12/19	740,000	749,249	755,969	6,720	1.10%	1230	3.52%
04/01/16	Treasury Note	912828F62	1.500	10/31/19	10/31/19	610,000	620,175	619,531	(644)	1.04%	1279	2.88%
05/26/15	Arizona Public Service Company	040555CR3	2.200	01/15/20	12/15/19	100,000	100,341	101,316	975	1.83%	1324	0.47%
01/11/16	Treasury Note	912828G95	1.625	12/31/19	12/31/19	525,000	530,107	535,254	5,147	1.08%	1340	2.49%
12/14/15	Pepsico Inc	713448BN7	4.500	01/15/20	01/15/20	140,000	153,849	155,412	1,563	1.44%	1355	0.72%
04/25/16	Medtronic Inc	585055BG0	2.500	03/15/20	03/15/20	130,000	134,471	134,408	(63)	1.59%	1415	0.63%
05/18/15	United Technologies Corporation	913017BR9	4.500	04/15/20	04/15/20	125,000	139,685	139,020	(665)	1.57%	1446	0.65%
09/25/15	American Express Credit Corp	0258M0DT3	2.375	05/26/20	04/25/20	65,000	65,156	66,312	1,156	1.86%	1456	0.31%

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 04/30/16

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
03/08/16	Public Service Company of Colorado	744448CD1	3.200	11/15/20	05/15/20	115,000	120,648	123,152	2,504	1.58%	1476	0.57%
04/21/16	Travelers Cos Inc	89417EAG4	3.900	11/01/20	11/01/20	14,000	15,285	15,182	(103)	1.93%	1646	0.07%
	Subtotal					\$ 21,109,376	\$ 21,584,282	\$ 21,483,622	\$ (100,660)	0.83%	608	100.00%
	PFC Bank Balance						100,562					
	TOTAL						\$ 21,684,844					

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Purchases - Maturities - Sales
As of 04/30/16

PURCHASES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest
04/12/16	Nevada Power Company	641423BW7	6.500	08/01/18	\$ 15,000.00	111.32800	\$ 16,699.20	\$ (192.29)
04/12/16	Union Pacific Corporation	907818DW5	2.250	02/15/19	10,000.00	102.62400	10,262.40	(35.63)
04/13/16	Commonwealth Edison Company	202795JC5	2.150	01/15/19	90,000.00	101.83300	91,649.70	(473.00)
04/20/16	Lowes Companies Inc	548661DL8	1.150	04/15/19	110,000.00	99.89200	109,881.20	
04/21/16	Berkshire Hathaway Finance Corp	084664BY6	2.000	08/15/18	15,000.00	102.23500	15,335.25	(55.00)
04/21/16	Boeing Co	097023BE4	0.950	05/15/18	10,000.00	99.91600	9,991.60	(41.17)
04/21/16	Boeing Co	097023BE4	0.950	05/15/18	19,000.00	99.95700	18,991.83	(78.22)
04/21/16	Comcast Corporation	20030NAP6	6.500	01/15/17	30,000.00	104.11100	31,233.30	(520.00)
04/21/16	Commonwealth Edison Company	202795JC5	2.150	01/15/19	25,000.00	101.77600	25,444.00	(143.33)
04/21/16	Pepsico Inc	713448BN7	4.500	01/15/20	15,000.00	111.33200	16,699.80	(180.00)
04/21/16	Public Service Company of Colorado	744448CD1	3.200	11/15/20	5,000.00	105.76000	5,288.00	(69.33)
04/21/16	Public Service Electric And Gas	74456QBG0	1.800	06/01/19	2,000.00	101.05100	2,021.02	(14.00)
04/21/16	Southern California Gas Company	842434CN0	1.550	06/15/18	125,000.00	100.71700	125,896.25	(678.13)
04/21/16	Target Corporation	87612EBB1	2.300	06/26/19	20,000.00	103.37700	20,675.40	(146.94)
04/21/16	Travelers Cos Inc	89417EAG4	3.900	11/01/20	14,000.00	109.18300	15,285.62	(257.83)
04/21/16	US Bancorp	91159HHD5	1.650	05/15/17	35,000.00	100.65700	35,229.95	(250.25)
04/22/16	Apple Inc	037833AF7	0.669	05/03/16	10,000.00	100.00910	10,000.91	(14.67)
04/22/16	Johnson & Johnson	478160BW3	0.905	03/01/19	35,000.00	100.30480	35,106.68	(45.76)
04/22/16	Merck & Co Inc	58933YAG0	1.300	05/18/18	2,000.00	100.64000	2,012.80	(11.12)
04/22/16	Merck & Co Inc	58933YAG0	1.300	05/18/18	12,000.00	100.77600	12,093.12	(66.73)
04/22/16	State Street Corporation	857477AD5	5.375	04/30/17	37,000.00	104.59900	38,701.63	(950.18)
04/25/16	Caterpillar Financial Services	14912A4X6	2.050	08/01/16	10,000.00	100.37600	10,037.60	(47.83)
04/25/16	Medtronic Inc	585055BG0	2.500	03/15/20	115,000.00	103.43700	118,952.55	(319.44)
04/25/16	Medtronic Inc	585055BG0	2.500	03/15/20	15,000.00	103.45600	15,518.40	(41.67)
04/25/16	Pfizer Inc	717081DD2	0.900	01/15/17	35,000.00	100.13000	35,045.50	(87.50)
04/26/16	Ace Ina Holdings Inc	00440EAJ6	5.700	02/15/17	100,000.00	103.85900	103,859.00	(1,124.17)
04/26/16	General Electric Capital Corp	36962G6X7	1.339	04/02/18	25,000.00	100.65500	25,163.75	(20.45)
04/26/16	Home Depot Inc	437076BJ0	1.004	09/15/17	100,000.00	100.39660	100,396.60	(117.12)
04/26/16	Public Service Electric And Gas	74456QBG0	1.800	06/01/19	22,000.00	100.88100	22,193.82	(159.50)
04/27/16	Merck & Co Inc	58933YAG0	1.300	05/18/18	5,000.00	100.64600	5,032.30	(28.71)
04/27/16	Public Service Company of Colorado	744448CD1	3.200	11/15/20	15,000.00	105.32400	15,798.60	(216.00)
04/29/16	Oracle Corporation	68389XAR6	1.202	01/15/19	5,000.00	100.53720	5,026.86	(2.35)
04/29/16	Simon Property Group LP	828807CQ8	2.200	02/01/19	10,000.00	101.75700	10,175.70	(53.78)
04/29/16	Union Pacific Corporation	907818DW5	2.250	02/15/19	5,000.00	102.11900	5,105.95	(23.13)

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Purchases - Maturities - Sales
As of 04/30/16

PURCHASES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest
04/28/16	FHLB	3133834R9	0.375	06/24/16	225,000.00	100.00300	225,006.75	(290.63)
05/03/16	Merck & Co Inc	58933YAG0	1.300	05/18/18	20,000.00	100.71200	20,142.40	(119.17)
TOTAL PURCHASES					\$ 1,343,000.00		\$ 1,365,955.44	\$ (6,875.03)

MATURITIES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Gain / (Loss)
11/04/14	Wal-Mart Stores Inc	931142DE0	0.600	04/11/16	\$ 150,000.00	100.15400	\$ 150,231.00	\$ (231.00)
							-	-
							-	-
							-	-
TOTAL MATURITIES					\$ 150,000.00		\$ 150,231.00	\$ (231.00)

SALES / REDEMPTIONS / DELIVERS

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Sale Date	Par Value	Sale Price	Sale Amount	Purchase Cost	Gain / (Loss)
05/08/15	Coming Inc	219350BA2	1.500	05/08/18	04/14/16	\$ 26,000.00	99.43400	\$ 25,852.84	\$ 25,975.82	\$ (122.98)
05/08/15	Coming Inc	219350BA2	1.500	05/08/18	04/14/16	99,000.00	99.47200	98,477.28	98,907.93	(430.65)
								-		-
								-		-
								-		-
						\$ 125,000.00		\$ 124,330.12	\$ 124,883.75	\$ (553.63)

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
04/01/16-04/30/16

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FIXED INCOME										
Wal-Mart Stores Inc	MTN	0.600	04/11/16	425.00	450.00	-	-	25.00	(4.47)	20.53
Apple Inc	NOTE	0.669	05/03/16	123.88	-	14.67	204.29	65.74	(2.43)	63.31
John Deere Capital Corp	MTN	2.250	06/07/16	1,068.75	-	-	1,350.00	281.25	(163.60)	117.65
Chevron Corp	MTN	0.889	06/24/16	299.42	-	-	392.02	92.60	(37.06)	55.54
FHLB	NOTE	0.375	06/24/16	-	-	290.63	297.66	7.03	(0.36)	6.67
Treasury Note	NOTE	1.500	06/30/16	1,232.14	-	-	1,633.93	401.79	(290.89)	110.90
JPMorgan Chase & Co	NOTE	3.150	07/05/16	1,392.13	-	-	1,877.75	485.62	(269.42)	216.20
Duke Energy Indiana Inc	NOTE	0.979	07/11/16	217.51	244.40	-	54.38	81.27	(10.53)	70.74
Caterpillar Financial Services	NOTE	2.050	08/01/16	427.09	-	47.83	691.88	216.96	(133.06)	83.90
Halliburton Company	NOTE	1.000	08/01/16	166.67	-	-	250.00	83.33	(21.90)	61.43
Coca-Cola Company (The)	NOTE	1.800	09/01/16	300.00	-	-	600.00	300.00	(170.73)	129.27
PNC Funding Corp	NOTE	2.700	09/19/16	90.00	-	-	315.00	225.00	(140.70)	84.30
Treasury Note	NOTE	1.000	10/31/16	1,576.24	1,875.00	-	10.19	308.95	(158.33)	150.62
Procter & Gamble Co	NOTE	0.750	11/04/16	382.81	-	-	460.94	78.13	1.56	79.69
Comcast Corporation	NOTE	6.500	01/15/17	1,372.22	-	520.00	2,488.06	595.84	(492.35)	103.49
Pfizer Inc	NOTE	0.900	01/15/17	237.50	-	87.50	424.00	99.00	5.04	104.04
Treasury Note	NOTE	0.875	01/31/17	513.22	-	-	765.63	252.41	(87.70)	164.71
Ace Ina Holdings Inc	NOTE	5.700	02/15/17	-	-	1,124.17	1,203.33	79.16	(66.76)	12.40
Walt Disney Company (The)	MTN	1.125	02/15/17	230.00	-	-	380.00	150.00	0.27	150.27
FHLMC	NOTE	1.000	03/08/17	482.36	-	-	1,111.52	629.16	209.60	838.76
FNMA	NOTE	1.125	04/27/17	1,443.75	1,687.50	-	37.50	281.25	(109.62)	171.63
State Street Corporation	NOTE	5.375	04/30/17	1,645.80	2,956.25	950.18	16.42	376.69	(290.87)	85.82
US Bancorp	NOTE	1.650	05/15/17	716.84	-	250.25	1,141.25	174.16	(50.01)	124.15
FHLB	NOTE	4.875	05/17/17	15,877.61	-	-	19,432.30	3,554.69	(2,848.55)	706.14
FHLB	NOTE	1.000	06/21/17	1,950.82	-	-	2,524.59	573.77	(165.12)	408.65
Treasury Note	NOTE	0.500	07/31/17	1,059.96	-	-	1,581.25	521.29	242.76	764.05
Home Depot Inc	NOTE	1.004	09/15/17	-	-	117.12	131.06	13.94	(3.91)	10.03
FNMA Bench	NOTE	1.000	09/27/17	77.78	-	-	661.11	583.33	(30.47)	552.86
Treasury Note	NOTE	0.750	10/31/17	2,963.32	3,525.00	-	19.17	580.85	212.08	792.93
FHLB	NOTE	5.000	11/17/17	8,375.00	-	-	10,250.00	1,875.00	(1,448.40)	426.60
FHLMC Reference Notes	NOTE	5.125	11/17/17	15,261.11	-	-	18,677.77	3,416.66	(2,574.44)	842.22
Mellife Inc	NOTE	1.903	12/15/17	84.58	-	-	243.16	158.58	(17.33)	141.25
Bank Of New York Mellon Corp	NOTE	1.300	01/25/18	238.33	-	-	346.67	108.34	26.46	134.80

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
04/01/16-04/30/16

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FNMA Benchmark Notes	NOTE	0.875	02/08/18	1,288.20	-	-	2,017.36	729.16	337.87	1,067.03
Exxon Mobil Corp	NOTE	1.305	03/06/18	90.63	-	-	199.38	108.75	(27.45)	81.30
General Electric Capital Corp	NOTE	1.339	04/02/18	501.98	501.33	20.45	188.71	167.61	(38.80)	128.81
Wells Fargo & Company	NOTE	1.268	04/23/18	358.97	473.43	-	42.28	156.74	(16.93)	139.81
Corning Inc	NOTE	1.500	05/08/18	744.79	838.55	-	-	93.76	1.93	95.69
Boeing Co	NOTE	0.950	05/15/18	233.28	-	119.39	411.78	59.11	17.64	76.75
Merck & Co Inc	NOTE	1.300	05/18/18	533.11	-	225.73	882.91	124.07	31.65	155.72
Treasury Note	NOTE	1.000	05/31/18	2,772.54	-	-	3,448.77	676.23	(35.88)	640.35
FHLMC	NOTE	4.875	06/13/18	10,968.75	-	-	14,015.63	3,046.88	(2,150.83)	896.05
Southern California Gas Company	NOTE	1.550	06/15/18	-	-	678.13	731.94	53.81	(11.58)	42.23
Nevada Power Company	NOTE	6.500	08/01/18	1,083.33	-	192.29	1,868.75	593.13	(421.91)	171.22
Berkshire Hathaway Finance Corp	NOTE	2.000	08/15/18	383.33	-	55.00	696.66	258.33	(75.12)	183.21
Treasury Note	NOTE	1.500	08/31/18	652.17	-	-	1,263.59	611.42	(141.33)	470.09
Microsoft Corporation	NOTE	1.300	11/03/18	534.44	-	-	642.78	108.34	(0.95)	107.39
Treasury Note	NOTE	1.500	12/31/18	2,274.72	-	-	3,016.49	741.77	(129.34)	612.43
Commonwealth Edison Company	NOTE	2.150	01/15/19	-	-	616.33	728.01	111.68	(35.52)	76.16
Oracle Corporation	NOTE	1.208	01/15/19	295.66	349.41	2.35	64.45	115.85	(6.79)	109.06
Treasury Note	NOTE	1.250	01/31/19	1,885.31	-	-	2,812.50	927.19	(137.86)	789.33
BB&T Corp	NOTE	2.250	02/01/19	281.25	-	-	421.88	140.63	(19.82)	120.81
Simon Property Group LP	NOTE	2.200	02/01/19	300.67	-	53.78	506.00	151.55	(19.19)	132.36
IBM Corp	NOTE	1.950	02/12/19	291.96	-	-	470.71	178.75	(28.83)	149.92
Cisco Systems Inc	NOTE	4.950	02/15/19	790.63	-	-	1,306.25	515.62	(353.85)	161.77
Union Pacific Corporation	NOTE	2.250	02/15/19	258.76	-	58.76	498.75	181.23	(59.28)	121.95
Johnson & Johnson	NOTE	0.905	03/01/19	97.42	-	45.76	245.38	102.20	(1.73)	100.47
Unitedhealth Group Inc	NOTE	1.625	03/15/19	72.22	-	-	207.64	135.42	28.24	163.66
Lowes Companies Inc	NOTE	1.150	04/15/19	-	-	-	38.65	38.65	1.22	39.87
Public Service Electric And Gas	NOTE	1.800	06/01/19	600.00	-	173.50	930.00	156.50	20.36	176.86
Target Corporation	NOTE	2.300	06/26/19	546.25	-	146.94	878.47	185.28	(53.89)	131.39
FNMA Bench	NOTE	1.750	09/12/19	683.47	-	-	1,762.64	1,079.17	(167.18)	911.99
Treasury Note	NOTE	1.500	10/31/19	3,846.02	4,575.00	-	24.86	753.84	(233.36)	520.48
Treasury Note	NOTE	1.625	12/31/19	2,156.25	-	-	2,859.38	703.13	(106.00)	597.13
Arizona Public Service Company	NOTE	2.200	01/15/20	464.44	-	-	647.78	183.34	(6.24)	177.10
Pepsico Inc	NOTE	4.500	01/15/20	1,187.50	-	180.00	1,855.00	487.50	(260.41)	227.09
Medtronic Inc	NOTE	2.500	03/15/20	-	-	361.11	415.28	54.17	(19.16)	35.01

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
04/01/16-04/30/16

Type of Investment	Type	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
United Technologies Corporation	NOTE	4.500	04/15/20	2,593.75	2,812.50	-	250.00	468.75	(247.93)	220.82
American Express Credit Corp	NOTE	2.375	05/26/20	536.02	-	-	664.67	128.65	(2.86)	125.79
Travelers Cos Inc	NOTE	3.900	11/01/20	-	-	257.83	273.00	15.17	(7.89)	7.28
Public Service Company of Colorado	NOTE	3.200	11/15/20	1,148.44	-	285.33	1,696.89	263.12	(94.98)	168.14
Subtotal				\$ 100,688.10	\$ 20,288.37	\$ 6,875.03	\$ 118,558.05	\$ 31,283.29	\$ (13,365.22)	\$ 17,918.07
CASH EQUIVALENTS										
Columbia Treasury Reserve				-	127.37	-	-	127.37	-	127.37
Subtotal				\$ -	\$ 127.37	\$ -	\$ -	\$ 127.37	\$ -	\$ 127.37
TOTAL				\$ 100,688.10	\$ 20,415.74	\$ 6,875.03	\$ 118,558.05	\$ 31,410.66	\$ (13,365.22)	\$ 18,045.44

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND TEN MONTHS ENDED APRIL 30, 2016 & 2015

Monthly Performance					April 2016	Fiscal YTD Performance (July 2015 - April 2016)				
Actual \$ Apr 2016	Budget Apr 2016	Actual \$ Prior Year Apr 2015	Note	Variance Actual Vs. Budget		Actual \$ Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
OPERATING ACTIVITY										
CASH RECEIPTS FROM OPERATIONS										
\$286,263	\$284,917	\$283,587	(2)	\$1,346	Landing/Fuel Fees	\$2,898,699	\$2,849,170	\$2,852,576	(2)	\$49,529
1,613,259	1,649,000	1,645,644	(3)	(35,741)	Parking Fees	16,188,815	16,014,000	16,054,896	(3)	174,815
980,142	902,081	861,861	(4)	78,061	Rental Receipts - Terminal Building	9,537,387	9,020,810	8,987,004	(4)	516,577
808,736	903,335	787,895	(5)	(94,599)	Rental Receipts - Other Buildings	9,840,411	9,033,350	9,792,149	(5)	807,061
77,663	59,167	36,587	(6)	18,496	Other Receipts	1,114,421	591,670	1,010,494	(6)	522,751
(63,498)	120,833	43,240	(7)	(184,331)	Investment Receipts - Treasurer/Other Interest Earned	1,081,364	1,208,330	1,058,682	(7)	(126,966)
\$3,702,565	\$3,919,333	\$3,658,814	(1)	(\$216,768)		\$40,661,097	\$38,717,330	\$39,755,801	(1)	\$1,943,767
CASH DISBURSEMENTS FROM OPERATIONS										
(\$50,477)	(\$84,852)	(\$90,321)	(9)	\$34,375	Administrative Supplies & Costs	(\$732,012)	(\$921,616)	(\$782,491)	(9)	\$189,604
(237,494)	(376,008)	(392,057)	(10)	138,514	Operating Supplies & Maintenance	(2,725,850)	(3,322,580)	(3,173,337)	(10)	596,730
(550,003)	(612,615)	(1,981,574)	(11)	62,612	Contractual Operating Costs	(19,218,329)	(18,940,563)	(18,351,659)	(11)	(277,766)
(158,784)	(228,522)	(222,995)	(12)	69,738	Contractual Professional Services	(3,803,765)	(3,992,720)	(3,891,243)	(12)	188,955
(287,567)	(364,873)	(400,217)	(13)	77,306	Wages & Benefits	(3,898,044)	(4,076,758)	(3,883,709)	(13)	178,714
(8,921)	(64,885)	(21,269)	(14)	55,964	Other Operating Costs	(260,973)	(483,850)	(308,029)	(14)	222,877
(358,454)	(358,454)	(978,031)		0	Bond Debt Service - 2015 Bonds	(3,584,540)	(3,584,540)	(5,040,316)		0
(497,133)	(504,250)	(499,486)	(15)	7,117	Parking Tax	(2,089,669)	(2,066,250)	(2,052,709)	(15)	(23,419)
(\$2,148,833)	(\$2,594,459)	(\$4,585,950)	(8)	\$445,626		(\$36,313,182)	(\$37,388,877)	(\$37,483,493)	(8)	\$1,075,695
\$1,553,732	\$1,324,874	(\$927,136)		\$228,858	INCREASE (DECREASE) IN CASH FROM OPERATIONS	\$4,347,915	\$1,328,453	\$2,272,308		\$3,019,462
FACILITY IMPROVEMENT / NOISE MITIGATION TRANSACTIONS										
CASH DISBURSEMENTS										
(\$1,478)	\$0	(\$545,245)	(16)	(\$1,478)	Sound Insulation Program Costs	(\$385,104)	(\$25,000)	(\$2,007,928)	(16)	(\$360,104)
(1,466,587)	(395,380)	(612,245)	(17)	(1,071,207)	Other Facility Improvement Program Project Costs	(8,339,292)	(4,347,660)	(5,700,242)	(17)	(3,991,632)
0	0	(16,264)	(18)	0	Regional Intermodal Transportation Center	(30,590)	0	(4,865,581)	(18)	(30,590)
(\$1,468,065)	(\$395,380)	(\$1,173,754)		(\$1,072,685)		(\$8,754,986)	(\$4,372,660)	(\$12,573,751)		(\$4,382,326)
CASH RECEIPTS FROM FUNDING SOURCES										
\$0	\$0	\$370,843	(16)	\$0	FAA Grants - Sound Insulation Program	\$303,958	\$0	\$1,573,598	(16)	\$303,958
0	443	0	(19)	(443)	FAA Grants - Facility Improvement Program	1,020,072	1,029,738	471,127	(19)	(9,666)
0	8,590	0	(20)	(8,590)	Other Grants	110,420	59,890	1,526,592	(20)	50,530
0	0	0		0	Bond Proceeds Reimbursement	0	0	536,328		0
0	0	0	(21)	0	OCIP Insurance Refund	500,000	0	0	(21)	500,000
0	0	0		0	Customer Facility Charge Receipts/Reserves	0	0	(512,960)		0
0	63,313	130,608	(22)	(63,313)	Passenger Facility Charge Receipts/Reserves	6,133,294	974,107	5,630,930	(22)	5,159,187
628,920	314,175	159,922	(23)	314,745	Facility Development Fund (Authority Reserves)	3,694,494	2,187,935	5,458,190	(23)	1,506,559
\$628,920	\$386,521	\$661,373		\$242,399		\$11,762,238	\$4,251,670	\$14,683,805		\$7,510,568
(\$839,145)	(\$8,859)	(\$512,381)		(\$830,286)	INCREASE (DECREASE) - FACILITY / NOISE MITIGATION TRANSACTIONS	\$3,007,252	(\$120,990)	\$2,110,054		\$3,128,242
\$714,587	\$1,316,015	(\$1,439,517)		(\$601,428)	NET ACTIVITY VS. BUDGET	\$7,355,167	\$1,207,463	\$4,382,362		\$6,147,704
(\$628,920)	(\$314,175)	(\$159,922)		(\$314,745)	LESS USE OF AUTHORITY RESERVES	(\$3,694,494)	(\$2,187,935)	(\$5,458,190)		(\$1,506,559)
\$85,667	\$1,001,840	(\$1,599,439)		(\$916,173)	NET INCREASE (DECREASE) IN CASH - TOTAL	\$3,660,673	(\$980,472)	(\$1,075,828)		\$4,641,145
					(see note below)					

Notes: (a) The FY 2016 adopted budget approved use of \$4,624,500 of Authority Reserves to provide funding for the airport share of capital projects. See additional discussion at note 23.

(b) In April 2016, the Authority closed on the sale of the B-6 Trust and the Kenwood Lot properties. Net proceeds of \$63.2 million and \$2.1 million, respectively, were deposited to the Facility Development Reserve and invested in accordance with the 2016 Investment Policy.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND TEN MONTHS ENDED APRIL 30, 2016 & 2015

General Comments

The Schedule of Cash Receipts and Disbursements ("Schedule") represents the cash basis activity for the month and fiscal year-end compared to the allocation of the annual adopted budget.

The Schedule consists of two sections: Operating Activity and Facility Improvement/Noise Mitigation Transactions. Receipts are shown as positive amounts and disbursements as negative amounts. Favorable budget variances are shown as positive amounts and unfavorable variances as negative amounts. Because this Schedule is on a cash basis, cash timing differences may contribute to budget variances.

The Operating Activity receipts include charges for services (parking, landing fees and concessions), tenant rents, fuel flowage fees, other revenues and investment receipts. The Operating Activity disbursements include costs of services, materials, contracts, personnel and debt service.

Facility Improvement / Noise Mitigation Transactions represent the activity for the Authority's capital program, which consists of (a) the Sound Insulation Program, (b) Other Facility Improvement Program Projects, and (c) the Regional Intermodal Transportation Center ("RITC"). The RITC project was completed in FY 2015.

The FY 2016 Capital Program expenditures are primarily funded by the following sources:

- FAA-approved Passenger Facility Charge ("PFC") program receipts/reserves;
- Grants;
- Facility Development Funds (Authority Reserves).

The notes below provide additional information regarding the performance results detailed in the "Schedule of Cash Receipts and Disbursements."

A Supplemental Schedule of Cash Receipts and Disbursements reflecting the activities related to the Series 2012 Bond debt service and repayment to the Authority of the loans provided to the Rent-A-Car Companies ("RACs") for the Regional Intermodal Transportation Center / Consolidated Rental Car Facility is also presented.

NOTE (1) - Cash Receipts from Operations

Cash receipts from operations are favorably ahead of budget FYTD April due to better than expected performance primarily in parking, concessions and filming revenues. On the accrual basis, all categories of operating revenues are favorably ahead of budget FYTD 2016 by a total of \$2,114,795. See notes 2 through 7 for additional information regarding operating receipts.

NOTE (2) - Landing/Fuel Fees

Landing fees are based on landed weight of the aircraft. Fuel fees are charged at a rate of \$0.05 a gallon to non-signatory air carriers for fuel loaded at BUR. Landing fees and fuel fees performed ahead of the budget forecast FYTD 2016. Accrual basis revenues for this line item are ahead of budget FYTD 2016 by \$77,112.

NOTE (3) - Parking Fees

Parking fee revenues performed ahead of the budget forecast. Accrual basis parking fees are \$238,027 ahead of budget FYTD 2016.

NOTE (4) - Rental Receipts - Terminal Building

Terminal Building rental receipts exceed the budget FYTD April primarily due to the timing of receipts and additional concession revenues received above the minimum annual guarantee. Accrual basis terminal building rents are \$462,386 ahead of budget FYTD 2016.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND TEN MONTHS ENDED APRIL 30, 2016 & 2015

NOTE (5) – Rental Receipts - Other Buildings

Other Buildings rental receipts exceed the budget FYTD April primarily due to the timing of receipts. This line item includes a partial settlement from the unlawful detainer claim against Affordable Storage and reimbursement for utilities billed in FY 2015. Accrual basis other building receipts are \$559,393 ahead of budget in FYTD 2016.

NOTE (6) – Other Receipts

This category consists primarily of off-airport access fees and film location revenues. This line item favorably exceeds the budget FYTD April primarily due to strong film location revenues. Accrual basis other revenues are \$564,306 ahead of budget FYTD 2016.

NOTE (7) – Investment Receipts - Treasurer

This line item represents cash received from the investment of funds. These receipts fluctuate in response to interest rate and portfolio balance changes and the timing of coupon payments and individual investment maturities and sales. Accrual basis investment income, including the interest earned on loans to Rent-A-Car Companies, exceeds the budget FYTD April by \$213,571.

NOTE (8) – Cash Disbursements from Operations

Overall operating disbursements are favorably under budget FYTD 2016. On an accrual basis operating disbursements are favorably within budget parameters. See additional information on operating disbursements in notes 9 through 15.

NOTE (9) – Administrative Supplies & Costs

This line item includes office supplies, printing, postage and delivery, office equipment service and lease, recruiting, membership, uniform, Commission meeting, conference and training costs. This line item is under budget FYTD April primarily due to the timing of payments.

NOTE (10) – Operating Supplies & Maintenance

This line item includes utilities, fuel, general repairs and maintenance, landscaping, supplies and telephone costs. This line item is under budget FYTD April primarily due to lower than budgeted fuel costs and the timing of payments.

NOTE (11) – Contractual Operating Costs

This line item includes various contractual operating costs such as ARFF services, janitorial services, systems and vehicle repair, parking operations and the TBI Airport Management contract costs. This line item exceeds the budget FYTD April due to the timing of payments; specifically, the payment in July of May and June TBI Airport Management costs (this offsets June 2015 which was under budget by a corresponding amount). This line item is within budget on the accrual basis.

NOTE (12) – Contractual Professional Services

This line item includes various professional services such as legal, auditing, noise, financial and insurance.

NOTE (13) – Wages and Benefits

Wages and Benefits consist of payroll and fringe benefit costs for the Airport Police officers, and include the impact of the terms of the new Memorandum of Understanding effective February 2014. Wages and benefits include overtime for film location services which are recovered through the related revenue. Wages and benefits are under budget FYTD April primarily due to savings in workers' compensation premium costs.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND TEN MONTHS ENDED APRIL 30, 2016 & 2015

NOTE (14) – Other Operating Costs

This line item includes public relations/advertising, air service retention, license and permits and bad debt expense. This line item is under budget FYTD April primarily due to lower than expected expenditures in Air Service Retention and the timing of payments.

NOTE (15) – Parking Tax

The 12% City of Burbank parking tax is paid quarterly for the prior three-month period. April 2016 parking tax remittance, in the amount of \$497,133, covers the months of January, February and March 2016.

NOTE (16) – Sound Insulation Program

The FY 2016 Sound Insulation Program expenditures represents the closeout of the single family modules in the program. A Part 150 Study is in process, which may result in eligible multi-family and an additional number of single family residences being added to the sound insulation program in the future.

NOTE (17) – Other Facility Improvement Program Projects

Other Facility Improvement Program Projects expenditures exceed the budget FYTD 2016 by \$3,991,632 primarily due to FY 2015 expenditures related to the Airfield Lighting Project of \$1,335,494 and the FY 2016 Replacement Terminal Development Project expenditures. The PFC Application for the Airfield Lighting Project was approved by the FAA in August 2015 and cumulative project expenditures were reimbursed from the PFC Fund in August and September 2015.

NOTE (18) – Regional Intermodal Transportation Center

The Regional Intermodal Transportation Center project was completed in FY 2015. \$30,590 of final completion expenditures related to FY 2015 were paid in the current year.

NOTE (19) – FAA Grants – Other Facility Improvement Program Projects

FAA Grants – Other Facility Improvement Program Projects are under budget FYTD April by \$9,666 due to the timing of grant reimbursements for eligible expenditures.

NOTE (20) – Other Grants

Other grants represent federal grants, other than FAA AIP grants, and local grants that fund or partially fund the Ground Access Study. \$92,070 in grant funds were received FYTD April related to the Ground Access Study, of which approximately \$25,000 related to FY 2015 expenditures.

NOTE (21) – OCIP Insurance Refund

Due to the strong safety measures taken during the construction of the RITC and other OCIP-covered projects, the Insurance Underwriter returned \$500,000 of excess OCIP reserves to the Authority. The Authority's Financial Advisor and Bond Counsel are determining the allocation of the \$500,000 to the appropriate funding sources.

NOTE (22) – Passenger Facility Charge Receipts/Reserves

A number of capital projects are budgeted to be funded or partially funded by Passenger Facility Charges. A PFC Application was approved in August 2015 for the Airfield Lighting Project. Cumulative expenditures for this project were reimbursed from the PFC Fund in August and September 2015. This line item is ahead of budget FYTD 2016 due to the reimbursement for the Airfield Lighting Project.

NOTE (23) – Facility Development Fund (Authority Reserves)

The FY 2016 adopted budget programmed the use of Authority Reserves as a funding source for the airport share of capital projects. This line item exceeds the budget FYTD April primarily due to Replacement Terminal Project expenditures

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

**SUPPLEMENT SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
REGIONAL INTERMODAL TRANSPORTATION CENTER / CONSOLIDATED RENTAL CAR FACILITY PAYMENTS AND COLLECTIONS
MONTH AND TEN MONTHS ENDED APRIL 30, 2016 & 2015**

Monthly Performance					April 2016	Fiscal YTD Performance (July 2015 - April 2016)				
Actual \$ Apr 2016	Budget Apr 2016	Actual \$ Prior Year Apr 2015	Note	Variance Actual Vs. Budget		Actual \$ Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
\$514,169	\$410,000	\$526,752	(1)	\$104,169	Customer Facility Charge Receipts	\$4,784,543	\$4,100,000	\$4,576,457	(1)	\$684,543
74,625	101,864	181,868	(2)	(27,239)	Facility Rent	945,064	1,018,640	1,967,260	(2)	(73,576)
(486,380)	(486,380)	(486,008)		0	Payments to Bond Trustee for 2012 Bond Debt Service	(4,863,800)	(4,863,800)	(4,860,080)		0
(18,670)	(25,484)	(63,912)	(3)	6,814	Loan Principal Repayments to the Authority	(236,435)	(254,840)	(691,330)	(3)	18,405
<u>\$83,744</u>	<u>\$0</u>	<u>\$158,700</u>	(4)	<u>\$83,744</u>		<u>\$629,372</u>	<u>\$0</u>	<u>\$992,307</u>	(4)	<u>\$629,372</u>

General Comments – The debt service on the 2012 Revenue Bonds and the repayment to the Authority of the loans to the Rent-A-Car Companies ("RACs") is payable from Customer Facility Charges ("CFCs") and Facility Rents. Under the terms of the Bond Indenture, as amended, all CFCs collected subsequent to July 1, 2014 are remitted to the Bond Trustee for the 2012 Bond debt service.

On July 1, 2014, the terms and conditions of the Non-Exclusive Concession and Lease Agreement with the respective Rent-A-Car Companies became effective, including the collection of Facility Rent.

Note (1) – Customer Facility Charge ("CFC") Receipts

CFCs of \$6 per day per transaction, up to a maximum of five days, are collected and applied to the 2012 Bond debt service. CFCs received in April and fiscal year-to-date ("FYTD") exceeded the budget due to better than expected car rental activity.

Note (2) – Facility Rent

Facility Rent are under budget FYTD April due to the timing of receipts.

Note (3) – Loan Principal Repayments to the Authority

Repayments of the loan principal to the Authority from the Rent-A-Car Companies are under budget FYTD April (\$18,405) due to timing of receipts.

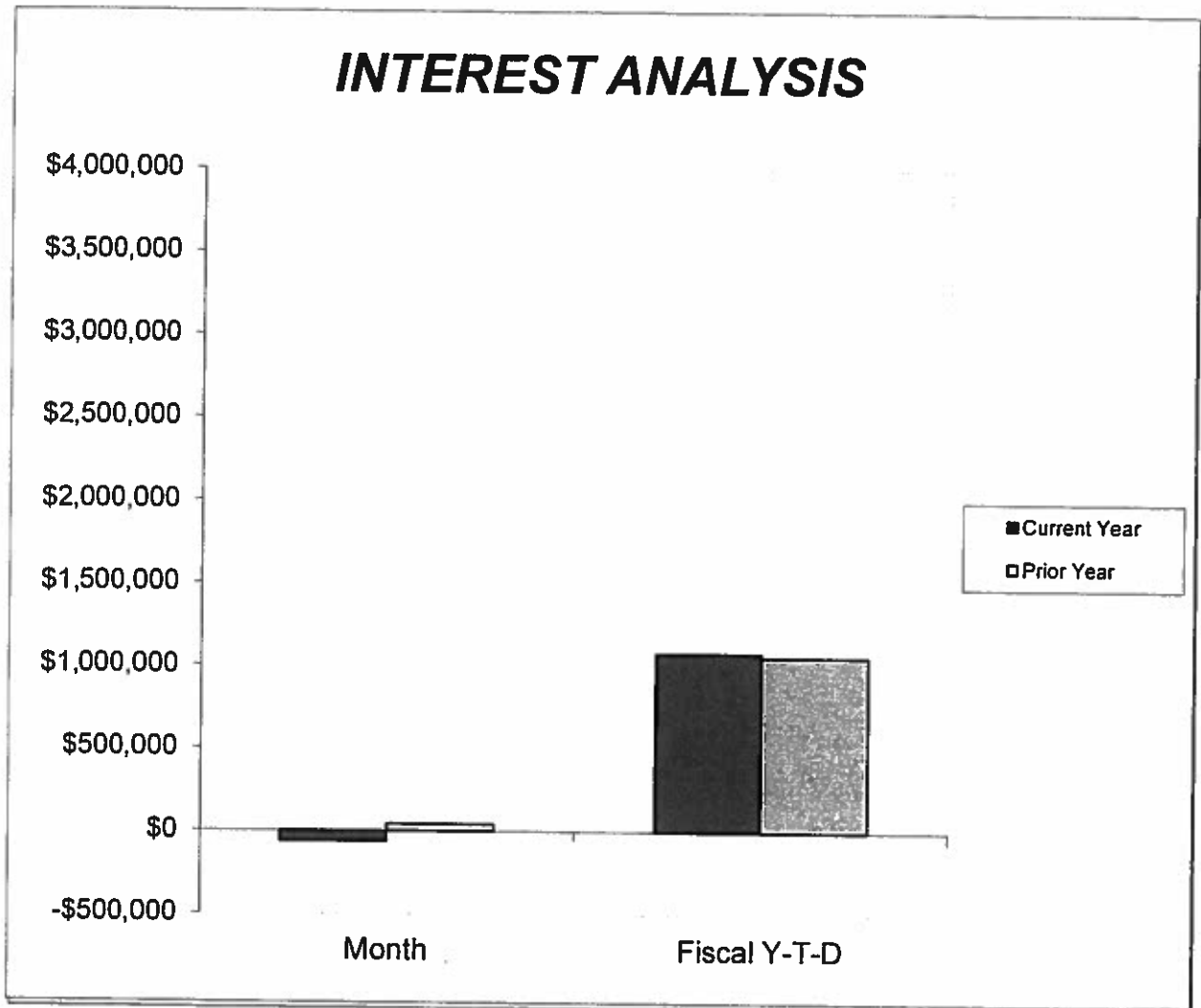
The principal portion of the payment will be deposited as reimbursement to the Authority's Facility Development Fund. The interest portion of the loan repayment is recorded as investment income.

Note (4) – Net RITC / ConRAC Facility Payments and Collections

A positive amount in this line indicates that cash has been received above the required payment obligations. At fiscal year-end, upon conclusion of the required reconciliation, any excess surplus accumulated will be evaluated and applied toward the allowed uses under the terms and conditions of the Non-Exclusive Concession and Lease Agreement with the Rent-A-Car Companies.

In the event of a shortfall of receipts to meet the required payment obligations (i.e., CFC collections perform under budget projections), the Authority holds the right to adjust the Facility Rent paid by the rental car companies on a 30-day notice.

Burbank-Glendale-Pasadena Airport Authority



	April 2016	April 2015
Interest Receipts - - Month	(\$63,498)	\$43,240
Interest Receipts - - Fiscal Y-T-D	\$1,081,364	\$1,058,682
Month End Portfolio Balance	\$215,135,269	\$146,981,534
Yield to Maturity	0.82%	0.57%

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JULY 11, 2016**

**CORRECTIVE UTILITY EASEMENT DEEDS AND
TRAFFIC LOOP DETECTOR EASEMENT DEED
FOR
REGIONAL INTERMODAL TRANSPORTATION CENTER**

SUMMARY

Staff seeks Commission approval to authorize the Executive Director to execute and submit to the City of Burbank ("City"), Corrective Easement Deeds for certain utilities and a new Traffic Loop Detector easement deed, copies attached, located at the Regional Intermodal Transportation Center ("RITC"). If approved by the Authority, upon execution, the documents will be submitted to the City for administrative processing and recording with the County of Los Angeles. This is the last remaining requirement to be concluded in order to receive a final Certificate of Occupancy for the RITC.

BACKGROUND

The construction of the RITC and related projects began in July 2010 and was completed in July 2014. Operation at the RITC began in July 2014, and has continued, under a temporary Certificate of Occupancy issued by the City. Since that time, Staff and Authority Counsel have been working with City staff addressing changes in recorded easements and outstanding conditions of approval, including the right of entry agreements for a photovoltaic installation on the rooftop of the RITC and for EV charger systems in the Authority's valet and short term parking facilities.

The last remaining documentation required prior to the issuance of a final Certificate of Occupancy are Corrective Easement Deeds in favor of the City which reflect the revised location of the following utilities at the RITC; (i) Electrical Utility, (ii) Potable Water Main, (iii) Reclaimed/Recycled Water, and (iv) Sewer. Additionally, a new easement deed has been prepared to reflect the installation and location of the traffic loop detector installed for the new traffic signal at the intersection of Hollywood Way and Avon Street.

After extensive consultation with various City departments and after completing a number of surveys and revisions to exhibits as directed by City staff, the final corrective easement deed documentation for these utilities and the traffic loop detector have been completed.

If approved by the Commission, all the deed documentation will be processed and submitted to the City's Community Development Department for administrative processing and recording with the County. Once recorded, the City staff anticipates it will then be able to issue the final Certificate of Occupancy for the RITC.

STAFF RECOMMENDATION

Staff seeks Commission approval to authorize the Executive Director to execute and submit to the City the attached Corrective Easement Deeds and Traffic Loop Detector easement deed.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JULY 11, 2016**

**CERTIFICATION OF REPLACEMENT TERMINAL PROJECT
ENVIRONMENTAL IMPACT REPORT, ADOPTION OF CALIFORNIA ENVIRONMENTAL
QUALITY ACT FINDINGS, ADOPTION OF MITIGATION MONITORING AND REPORTING
PROGRAM, AND ADOPTION OF STATEMENT OF OVERRIDING CONSIDERATIONS;
APPROVAL OF DEVELOPMENT AGREEMENT WITH CITY OF BURBANK, APPROVAL
OF MODIFICATION OF ADJACENT PROPERTY EASEMENT AGREEMENT WITH CITY
OF BURBANK, AND APPROVAL OF CITY OF BURBANK CONDITIONS OF APPROVAL**

SUMMARY

Staff seeks Commission approval of the following actions for the Replacement Terminal Project:

1. Adoption of Resolution No. 469 certifying the Final Environmental Impact Report ("EIR"), adopting findings pursuant to the California Environmental Quality Act ("CEQA"), adopting a Mitigation Monitoring and Reporting Program, and adopting a Statement of Overriding Considerations; and
2. Adoption of Resolution No. 470 approving a Development Agreement with the City of Burbank ("Burbank"), approving a modification to the Amended and Restated Grant of Easements, Declaration of Use Restrictions and Agreement for Adjacent Property ("Easement Modification") with Burbank, and approving Burbank's proposed conditions of approval.

BACKGROUND

In 2010, in the fifth year of the 2005 Development Agreement, the Authority and Burbank restarted discussions regarding the future vision of the Airport. The 2005 Development Agreement expired on March 15, 2015. During the term of the 2005 Development Agreement, the Authority was precluded from, among other things, constructing or taking steps needed for the construction of a new or relocated passenger terminal building.

The discussions continued over several years and, on July 15, 2015, the Commission and the Burbank City Council held a joint meeting to discuss the Replacement Terminal Project. At that time, the Authority issued a public paper outlining its proposal for a deal with Burbank. Authority and Burbank representatives then diligently worked to convert the proposal paper into an outline of conceptual term points. This effort culminated in the Bob Hope Airport Replacement Terminal Conceptual Term Sheet ("Conceptual Term Sheet"), which was endorsed by the Commission on November 2, 2015, and by the Burbank City Council on November 16, 2015. A copy of the Conceptual Term sheet is attached as Exhibit A.

The Conceptual Term Sheet specified the core principles that would be the foundation for: (i) negotiations between the Authority, Burbank, the City of Glendale, and the City of Pasadena for a Joint Powers Agreement ("JPA") amendment; and (ii) negotiations between

the Authority and Burbank for a new Development Agreement, entitlements, and other matters related to the Replacement Terminal Project. In summary, the Conceptual Term Sheet stated that the Authority would receive a vested right to build, on any Airport Zone property other than the B-6 Trust Property, a 14-gate replacement terminal between 232,000 square feet and 355,000 square feet in size. Further, the Conceptual Term Sheet stated that Burbank would receive protections through new supermajority voting requirements for certain Commission decisions involving Airport expansion and aircraft noise. The principles memorialized in the Conceptual Term Sheet also included a commitment to jointly meet with Federal Aviation Administration ("FAA") staff in Washington, D. C., to discuss a mandatory curfew for the Airport and the elements of the Conceptual Term Sheet. That meeting occurred in Representative Schiff's office on December 16, 2015.

Also on November 2, 2015, the Commission approved a memorandum of understanding ("MOU") with Burbank and awarded a professional services agreement to RS&H California Inc. ("RS&H"). The MOU established a framework for the Authority and Burbank to cooperate, as lead agency and responsible agency respectively, in the preparation of an EIR for the Replacement Terminal Project. The professional services agreement retained RS&H to prepare the EIR and ancillary environmental documents, as well as to facilitate multiple public workshops and participate in public meetings involving the EIR.

On December 7, 2015, the Commission approved a purchase order with RS&H for design services associated with the preparation of development review applications to Burbank for the Replacement Terminal Project. The purchase order was further memorialized in a design services agreement executed by the Authority and RS&H.

On May 6, 2016, the Authority filed applications with the City for a Development Agreement, Public Utilities Code ("PUC") Section 21661.6(e) land use plan amendments for the Adjacent Property and the A-1 North Property, and amendments to Planned Development Nos. 2004-69 and 2004-170. At one time staff had contemplated that the Authority would file a PUC Section 21661.6 land use plan application for the former Lockheed Plant C-1 Site, but ultimately no such application was submitted. The Authority and Burbank disagree about whether that site is subject to the PUC Section 21661.6 land use plan requirement. Through the proposed Development Agreement, the Authority and Burbank will hold this disagreement in abeyance. In response to clarifications requested by Burbank, the Authority filed supplemental applications on June 15, 2016. Collectively, the applications seek vested rights and entitlements for the Authority to construct either the Adjacent Property Full-Size Terminal development option or the Southwest Quadrant Full-Size Terminal development option studied in the EIR.

ENVIRONMENTAL REVIEW

The EIR contains a project-level analysis of three development options for the Replacement Terminal Project: Adjacent Property Full-Size Terminal; Southwest Quadrant Full-Size Terminal; and Southwest Quadrant Same-Size Terminal. In general, the Adjacent Property Full-Size Terminal development option proposes to construct a 14-gate 355,000 square-foot replacement terminal on the Adjacent Property, the Southwest Quadrant Full-Size Terminal development option proposes to construct a 14-gate 355,000 square-foot replacement terminal in the Southwest Quadrant of the Airport, and the Southwest Quadrant Same-Size Terminal development option proposes to construct a 14-gate 232,000 square-foot replacement terminal in the Southwest Quadrant of the Airport. Each of the development

options includes ancillary improvements, as well as demolition of the existing terminal and the adjacent parking structure.

The Draft EIR was made available for public review and comment from April 29, 2016, through June 13, 2016, for a total of 45 days for public review. During the comment period, the Draft EIR was presented at three public meetings, on May 19, 2016, June 1, 2016, and June 6, 2016, and was made available on the Authority's website and at various city halls and libraries.

In accordance with CEQA, the Authority prepared written responses to all comments received on the Draft EIR, incorporated those responses to comments into the Final EIR, and distributed the responses to comments to all public agencies that submitted comments on the Draft EIR. The Final EIR is comprised of: the Draft EIR and all appendices thereto; the comments and responses to comments on the Draft EIR; clarifications, revisions, and corrections to the Draft EIR; updated technical studies; and a Mitigation Monitoring and Reporting Program. The Final EIR was publicly released and distributed to the Commission on June 28, 2016.

With respect to the Adjacent Property Full-Size Terminal development option, the Final EIR found that the project would have no impact or a less than significant impact without the imposition of mitigation on the following environmental topic areas: aesthetics; agriculture; energy conservation; geology and soils; greenhouse gas emissions; hydrology and water quality; land use and planning; mineral resources; noise; population and housing; public services; recreation; and utilities and service systems. The Final EIR identified the potential for this development option to cause significant environmental impacts in the areas of biological resources, cultural resources, hazards and hazardous materials, and traffic and transportation. However, the Final EIR found that feasible mitigation measures would reduce the impacts to a less than significant level. In the area of air quality, the Final EIR found that there are instances where environmental impacts would remain significant and unavoidable even after mitigation.

With respect to the Southwest Quadrant Full-Size Terminal development option, the Final EIR found that the project would have no impact or a less than significant impact without the imposition of mitigation on the following environmental topic areas: agriculture; energy conservation; geology and soils; greenhouse gas emissions; hydrology and water quality; land use and planning; mineral resources; population and housing; public services; recreation; and utilities and service systems. The Final EIR identified the potential for this development option to cause significant environmental impacts in the areas of aesthetics; biological resources, cultural resources, hazards and hazardous materials, noise, and traffic and transportation. However, the Final EIR found that feasible mitigation measures would reduce the impacts to a less than significant level. In the area of air quality, the Final EIR found that there are instances where environmental impacts would remain significant and unavoidable even after mitigation.

With respect to the Southwest Quadrant Same-Size Terminal development option, the Final EIR found that the project would have no impact or a less than significant impact without the imposition of mitigation on the following environmental topic areas: agriculture; energy conservation; geology and soils; greenhouse gas emissions; hydrology and water quality; land use and planning; mineral resources; population and housing; public services; recreation; and utilities and service systems. The Final EIR identified the potential for this development option to cause significant environmental impacts in the areas of aesthetics,

biological resources, cultural resources, hazards and hazardous materials, noise, and traffic and transportation. However, the Final EIR found that feasible mitigation measures would reduce the impacts to a less than significant level. In the area of air quality, the Final EIR found that there are instances where environmental impacts would remain significant and unavoidable even after mitigation.

The attached Resolution No. 469 (Exhibit E) certifies the Final EIR, adopts findings required by CEQA, adopts a Mitigation Monitoring and Reporting Program, and adopts a Statement of Overriding Considerations. The Mitigation Monitoring and Reporting Program describes the mitigation measures required for each of the development options. The Statement of Overriding Considerations sets forth the overriding benefits that justify proceeding with the Replacement Terminal Project despite any significant unavoidable impacts identified in the Final EIR or alleged to be significant in the record of proceedings. These benefits include: (1) the project will enhance airport safety by building a replacement passenger terminal that meets Federal Aviation Administration airport design standards; (2) the project will result in improved public safety through construction of a replacement passenger terminal that meets California seismic safety design standards; (3) the project will improve the airfield to maximize the safety and efficiency of aircraft movements on the ground; and (4) the project will result in a replacement passenger terminal that meets Americans with Disability Act standards

PROJECT DOCUMENTS

The attached Resolution No. 470 (Exhibit F) approves a Development Agreement with Burbank, an Easement Modification with Burbank, and Burbank's proposed conditions of approval. Each of these "project documents" is described below. This Resolution does not select a development option for the replacement terminal project. The Commission will consider that decision at a later date.

1. Development Agreement

The proposed Development Agreement is attached as Exhibit B. With respect to vested rights, the agreement gives the Authority a vested right to construct either the Adjacent Property Full-Size Terminal development option or the Southwest Quadrant Full-Size Terminal development option (even if the Authority chooses to build a replacement terminal that is less than 355,000 square feet in size). The Authority also obtains a vested right to the general plan and zoning designations for all of its property in Burbank, as well as a vested right to Burbank's current interpretation of Airport Zone permitted uses.

The Southwest Quadrant Same-Size Terminal development option is not part of the Development Agreement. The Authority will only select that option if the voters do not approve the Development Agreement. Thus, if the Authority chooses that development option, then the Authority would not be able to replace on the Adjacent Property the general aviation hangars/offices that would be demolished in the Southwest Quadrant to accommodate the replacement terminal. By contrast, if the voters approve the Development Agreement and the Authority chooses the Southwest Quadrant Full-Size Terminal development option, then the Authority would have a vested right to construct up to 215,771 square feet of new general aviation hangars/offices on the Adjacent Property to replace the amount general aviation hangars/offices that is demolished in the Southwest Quadrant to accommodate the replacement terminal.

In addition to establishing vested rights, the Development Agreement addresses a number of other topics. Highlights of the agreement include: an alternative development review process for the replacement terminal and the new parking structures; a 15% cap on the transient parking tax until the replacement terminal opens; a commitment to support legislation that authorizes lawful imposition of a mandatory curfew; and an acknowledgement that the Authority is not required to obtain Burbank approval for construction or maintenance of airfield improvements that are subject to FAA control, including runway and taxiway construction, rehabilitation and maintenance projects.

One of the key provisions of the Development Agreement concerns building official duties for the Replacement Terminal Project. The Conceptual Term Sheet stated that, at the outset, Burbank would delegate these duties to either the City of Glendale or the City of Pasadena. However, subsequent to the endorsement of the Conceptual Term Sheet, the Burbank City Council requested that Burbank perform building official duties unless Burbank breaches the agreement, the breach is confirmed by a neutral mediator, and Burbank fails to take corrective action. The Development Agreement therefore provides that, in that scenario, the Authority would be able to require that building official duties be delegated to the County of Los Angeles, which already performs some general services for Burbank. Additionally, the Authority retains the right to seek judicial review. Under no circumstances, however, would building official duties for the Replacement Terminal Project be delegated to the City of Glendale or the City of Pasadena.

The Development Agreement will only be effective if approved by the Burbank City Council and approved by Burbank voters at a Measure B election, and the agreement has been drafted in anticipation that such election will occur on November 8, 2016. If there is an affirmative Measure B vote, and if there is no litigation challenging the election or any actions by the Authority or Burbank related to the Replacement Terminal Project, then the agreement will be effective on February 7, 2017. In the event there is one or more such lawsuits, however, then the agreement would not be effective until all the litigation has been resolved by a final court decision that upholds the challenged matters. Once it becomes effective, the Development Agreement will have a 20-year term.

2. Easement Modification

The proposed Easement Modification is attached as Exhibit C. The Easement Modification maintains the existing prohibition on structures, construction or development projects to expand or enlarge the Airport on the Adjacent Property until such time as the Authority records a memorandum memorializing its selection of a location for the replacement terminal.

If the Authority records an "Adjacent Property Terminal Selection Memo," then the Adjacent Property easements and use restrictions are modified to allow use of the Adjacent Property for a 14-gate 355,000 square-foot terminal and ancillary improvements explicitly permitted by Burbank's PUC Section 21661.6 land use plan for the property. Once the replacement terminal foundation has been poured and one wall has been constructed, Burbank would terminate the Adjacent Property easements and use restrictions.

Alternatively, if the Authority records a "Southwest Quadrant Terminal Selection Memo," then the Adjacent Property easements and use restrictions are modified to allow use of the Adjacent Property for general aviation and ancillary improvements explicitly permitted by Burbank's PUC Section 21661.6 land use plan for the property. The Adjacent Property

easements and use restrictions would remain in effect and would continue to prohibit construction of a terminal on the Adjacent Property.

The Authority is permitted to record either the Adjacent Property Terminal Selection Memo or the Southwest Quadrant Terminal Selection Memo, but not both.

3. Burbank Conditions of Approval

As has been done previously, Burbank is proposing to impose conditions in connection with the approvals of the PUC Section 21661.6 land use plan amendments, planned development amendments, and Development Agreement. A copy of the proposed conditions is attached as Exhibit D.

SCHEDULE

On July 25 and 26, 2016, the Burbank City Council will hold public hearings on the Authority's applications and will consider introduction of ordinances and other approvals. On August 1, the Burbank City Council will consider adoption of the ordinances and calling of the Measure B election.

The Glendale City Council and the Pasadena City Council will consider the JPA Amendment at separate meetings. It is anticipated that both will take action prior to the Burbank City Council's consideration of the calling of the Measure B election.

STAFF RECOMMENDATION

Staff recommends that the Commission take the following actions for the Replacement Terminal Project:

1. Adopt Resolution No. 469 certifying the Final EIR, adopting CEQA findings, adopting a Mitigation Monitoring and Reporting Program, and adopting a Statement of Overriding Considerations; and
2. Adopt Resolution No. 470 approving a Development Agreement with Burbank, an Easement Modification with Burbank, and Burbank's proposed conditions of approval.

EXHIBITS

Exhibit A – Conceptual Term Sheet
Exhibit B – Development Agreement
Exhibit C – Easement Modification
Exhibit D – Conditions of Approval
Exhibit E – Resolution No. 469
Exhibit F – Resolution No. 470

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JULY 11, 2016**

**AWARD OF CONTRACT / AUTHORIZATIONS / APPROVALS
PROJECT NUMBER E15-01
RUNWAY 8/26 REHABILITATION PROJECT (PHASE 2A)**

SUMMARY

At the July 7, 2016, Operations and Development Committee meeting, the Committee voted unanimously (3–0) to recommend to the Commission that it:

- i) Award a construction contract in the amount of \$8,098,985 to PALP, Inc., dba Excel Paving Company ("Excel Paving"), for the construction of Phase 2A of the Runway 8/26 rehabilitation project;
- ii) Authorize the issuance of a work order to the existing professional services agreement with RS&H for a lump-sum amount of \$875,782 for designer of record construction administration services, on-site technical services, inspection and materials testing;
- iii) Approve the deployment of the TBI Force Account, including in-house consultants for project/construction management services, field observation and security for a not-to-exceed amount of \$550,000; and,
- iv) Authorize the establishment of a Project Aggregate Contingency of \$600,000, which is approximately 6% of the total Phases 1A and 2A project costs.

PROJECT DESCRIPTION AND PHASING

Approximately every ten years, the Authority must rehabilitate both runway pavements. Staff has identified a multi-phase runway rehabilitation and Engineered Materials Arresting System ("EMAS") program to be executed over the course of three (3) fiscal years (FY 2016, FY 2017 and FY 2018).

Phase 1A	Design for Runway 8/26 Rehabilitation
Phase 1B	Bridging documents for Runway 8/26 design-build EMAS
Phase 1C	Design for Runway 15/33 Rehabilitation
Phase 2A	Runway 8/26 Rehabilitation – Encompasses the construction phase of Runway 8/26 in FY 2017
Phase 2B	EMAS – Encompasses the design-build phase of the EMAS in FY 2017
Phase 2C	Runway 15/33 Rehabilitation – Encompasses the construction phase of Runway 15/33, which will be proposed to be included in the FY 2018 Capital Plan

BACKGROUND

Runways 8/26 and 15/33 were originally reconstructed in the early 1980s after the Authority acquired the Airport (then named Hollywood-Burbank Airport). Due to normal wear and tear, Runways 8/26 and 15/33 were subsequently rehabilitated in several phases in the

1990s and were last rehabilitated ten (10) years ago, in 2006. They now, again, require rehabilitation. This rehabilitation historically has consisted of removal and replacement of the asphalt pavement, with only as much removal as can be placed each night so that the runways are made operational each day. This process requires complete removal of the entire thickness of pavement. Each time the runways were rehabilitated, the process of milling and removing the pavement required increasingly thicker pavements (with the original four-inch thick pavement now five inches thick). Because five-inch thick pavement is the upper limit on single layer pavements, a different rehabilitation method is required.

PROJECT DETAILS

The Authority engaged the firm of RS&H under a \$1,085,770 professional services agreement to design both the Runway 8/26 and 15/33 Rehabilitation projects along with the preparation of the bridging documents for the design-build solicitation of the EMAS component of the project. The Runway 8/26 Rehabilitation Project (Phase 2A) will encompass replacement of the existing five-inch thick pavement and a portion of base material with an eight-inch hot mix asphalt ("HMA") runway pavement. The project runway rehabilitation will actually result in a more durable runway, due to the increased thickness of the pavement, without any alteration to the elevation of the runway. It will allow future rehabilitation projects to simply remove only four inches of bituminous pavement and replace with four inches of bituminous pavement.

Because of funding limitations from the Federal Aviation Administration ("FAA"), the project has been split into several phases. Phase 1 was implemented in FY 2016; Phases 2A and 2B will be implemented in FY 2017, and Phase 2C is proposed to be implemented in FY 2018. Phase 1A, the design for Runway 8/26, is \$484,343.

DBE PROGRAM

The Commission's recently adopted "race-conscious" Disadvantaged Business Enterprise ("DBE") Program goal of 14% was incorporated into the construction bid documents. Staff held a mandatory pre-bid meeting and job walk on May 11, 2016, at 10:00 a.m. in the Airport Skyroom as a means by which disadvantaged, local, and small contractors would be afforded the opportunity to meet the prime contractors intending to bid the project. An "eblast" email was sent to several hundred contractors—General Contractors ("Primes"), DBEs, and local and Small Business Enterprises ("SBEs")—in advance of the pre-bid meeting, utilizing an email list assembled during the outreach phase of the Regional Intermodal Transportation Center project.

PROCUREMENT (SOLICITATION/BID EVALUATION/RECOMMENDATION FOR AWARD)

Staff initiated the bid process on April 26, 2016, by posting bid documents on PlanetBids and advertising in the *Dodge Construction News* and local and minority newspapers, reaching out to DBEs and local construction companies, and providing public postings on the Internet and in the Burbank, Glendale and Pasadena city halls. Bids were opened publicly on May 26, 2016, and four (4) contractors submitted bids with the following results:

CONTRACTOR	BID	"Good Faith"	DBE %
PALP, Inc. dba Excel Paving Company (Long Beach, CA)	\$8,098,985.00	Yes	1.40%
C. A. Rasmussen, Inc. (Valencia, CA)	\$8,419,182.60	Yes	14.30%
Griffin Company (Santa Fe Springs, CA)	\$8,478,994.70	Yes	3.75%
Sully-Miller Contracting Company (Brea, CA)	\$9,731,712.40	Yes	8.70%

DBE PROGRAM – BID EVALUATION

Following receipt of the bids, the Staff DBE Liaison evaluated the responsiveness of each bidder specifically as it pertained to DBE Participation, to confirm attendance at the mandatory pre-bid conference, and, further, to confirm that each bidder who was not successful attaining DBE Participation of 14% provided evidence of "good-faith" efforts as defined by 49 CFR Part 26.53. The DBE Liaison determined that all of the bidders provided evidence that they engaged in "good-faith" efforts to secure DBE participation. The apparent low bidder, PALP, Inc. dba Excel Paving Company ("Excel Paving"), provided evidence that it contacted forty-seven (47) DBE subcontractors, further provided evidence that it subsequently received bids from thirteen (13) DBE subcontractors and ultimately included two (2) DBE suppliers/vendors as part of its bid, which represents a DBE Participation commitment of 1.4% of the total bid amount and will provide trucking and traffic control services.

ENGINEERING – BID EVALUATION

The bids were evaluated by Staff to determine responsiveness to the bid documents. Staff inspected the inventory of documentation required of each bidder and determined that all bids were "responsive" as 100% of the documentation requirements was received from each bidder. An additional evaluation was conducted to determine whether there were any bid anomalies, and it was determined that each bidder bid the entirety of the scope of the project.

BID PROTEST

On June 15, 2016, C. A. Rasmussen, Inc., ("Rasmussen") filed a bid protest contending that Excel Paving's bid is non-responsive for failing to reach the DBE goal and failing to perform a good faith effort to do so. In accordance with the bid protest procedure for this project, Staff provided Excel Paving an opportunity to respond to the bid protest, and Excel Paving submitted written comments on June 24, 2016. The Executive Director then duly evaluated Rasmussen's allegations, Excel Paving's bid materials, and Excel Paving's response to the bid protest. Additionally, the Executive Director considered a memorandum from the DBE Liaison describing in detail the basis for the finding that Excel Paving had satisfied the good faith efforts requirement. Based on this information, the Executive Director rejected the bid protest. Copies of Rasmussen's bid protest, Excel Paving's response to the bid protest, the DBE Liaison's memorandum, and the Executive Director's determination are attached.

ENGINEER'S ESTIMATE

An Engineer's Construction Estimate prepared by RS&H estimated the construction cost for Phase 2A at \$8,420,000 (excluding contingency). The four (4) bids range from 3.81% below the engineer's estimate to 15.57% over the engineer's estimate. It is noted that the highest

bid, which had the highest DBE participation, did so by using a DBE pavement grooving subcontractor whose unit costs were four times the cost of the non-DBE pavement grooving subcontractor (comparison of \$1.90/SF vs. \$12.00/SF).

SCHEDULE

The contractor's performance period is 195 calendar days and shall commence as soon as possible following Commission approval, following receipt by Staff of all contractual prerequisites to the commencement of construction and following the issuance of a Notice to Proceed.

CONSTRUCTION ADMINISTRATION; TECHNICAL SERVICES AND TESTING

As part of the competitive selection process for the design team, RS&H was also selected to provide construction administration, and inspection and materials testing services. Those services include regular site visits, weekly progress meeting participation, materials compliance testing (quality assurance/quality acceptance), compaction testing, non-compliance reporting and corrective actions followup, FAA Acceptance Testing Summary reporting. Staff negotiated Work Order #2 with RS&H in the lump-sum amount of \$875,872.

FORCE ACCOUNT (TBI) / IN-HOUSE CONSULTANTS

Project and construction management, field coordination, and security is proposed to be performed by the combined TBI Engineering, Operations and Maintenance Departments and two "in-house consultants"—Azrial (Dan Lichtner) and EQLaunch (Randy Duncan)—for a budgeted amount of \$550,000, which is 5.5% of all costs. These efforts will be augmented by RS&H and its subcontractors in areas where additional assistance or expertise is required.

OPERATIONS IMPACTS

Construction will primarily be performed during night shifts, with the contractor authorized to work seven (7) days per week. The contractor is afforded up to ten (10) Saturday night simultaneous closures of both Runway 8/26 and Runway 15/33. There are substantive contractually imposed liquidated damages for failure to complete the work prior to scheduled commencement of airport operations each morning. These liquidated damages are assessed in terms of "minutes" of delay.

Staff will communicate regularly with the airlines and will provide advance notification over the course of the delivery of the project. Construction activities will preclude the use of Runway 8/26 for normal airside operations during hours of construction work. The runway and associated movement areas will be reopened after each shift in time each morning to commence with normal airside operations.

BUDGET APPORTIONMENT

The following chart summarizes all of the costs for the Phase 2A project (including Phase 1A Runway 8/26 design):

CATEGORY OF WORK	AMOUNT	% of Costs	Hard Costs	Soft Costs	Project Contingency
Design (Phase 1A portion)	\$ 484,343	4.8%		4.8%	
Construction	8,098,985	80.9%	80.9%		
Construction Administration/Testing	875,782	8.7%		8.7%	
TBI Force Account / In-House Consultants Construction Management	550,000	5.5%		5.5%	
Total – Phases 1A and 2A	10,009,110	100%	80.9%	19.1%	
Project Aggregate Contingency	600,000				6.0%
Total Fiscal Impact (Phases 1A and 2A)	\$10,609,110				

The Project Aggregate Contingency of \$600,000 represents approximately 6% of the estimated total Phases 1A and 2A costs (6% of \$10,009,110). In the event additional contingency is needed, Staff will come back to the Committee and the Commission to seek authorization to utilize additional contingency.

The percentage distribution between the various categories of work is within the historic range of costs for similar projects, with soft costs typically ranging between 15% and 25% of airfield projects.

FISCAL IMPACTS

The Phase 2A project is to be funded through an FAA grant and Passenger Facility Charges ("PFCs") for \$12,000,000. The FAA grant application was submitted to the FAA on March 28, 2016. FAA policy requires that the Authority obtain construction bids before receiving federal grant funding. There are no fiscal impacts other than the planned utilization of airport funds for the grant matching portion of the project prior to receiving approval of PFC utilization by the FAA.

BUDGET IMPACTS

The Runway 8/26 Rehabilitation Project – Phase 2A is part of the Runway 8/26 and EMAS Project, within the "Runway / Taxiway / Roadway Projects" section of the proposed FY 2017 (FY 2016/2017) Capital Plan with an approved budget of \$17,000,000 defined as Phase 2A and Phase 2B. The Runway 8/26 Rehabilitation Phase 2A total project budget is \$12,000,000, whereas, the EMAS Phase 2B total project budget is \$5,000,000 and is being procured under a separate design-build solicitation that will be brought to the Committee and Commission for approval at future meetings.

RECOMMENDATION

At the July 7, 2016, Operations and Development Committee meeting, the Committee voted unanimously (3-0) to recommend to the Commission that it:

- i) Award a construction contract in the amount of \$8,098,985 to Excel Paving for the construction of Phase 2A of the Runway 8/26 rehabilitation project;
- ii) Authorize the issuance of a Work Order to the existing professional services agreement with RS&H for a lump-sum amount of \$875,782 for designer of record construction administration services, on-site technical services, inspection and materials testing;
- iii) Approve the deployment of TBI Force Account including in-house consultants for project/construction management services, field observation and security for a not-to-exceed amount of \$550,000; and,
- iv) Authorize the establishment of a Project Aggregate Contingency of \$600,000.



C. A. RASMUSSEN, INC.

General Engineering Contractors
License No. 254681 A

Valencia Commerce Center
28548 Livingston Avenue
Valencia, CA 91355-4171
Telephone 661.367.9040
Fax 661.367.9099
www.carasmussen.com

VIA OVERNIGHT MAIL AND EMAIL – mjohnston@bur.org

To: Burbank-Glendale-Pasadena Airport Authority
Director of Engineering and Planning
2627 North Hollywood Way, Building #9
Burbank, CA 91505

Date: June 15, 2016

From: Eric Landegger
Chief Estimator
C. A. Rasmussen, Inc.

Project No. E15-01
Project: Runway 8-26 Rehabilitation

**Subject: EVALUATION OF EXCEL PAVING COMPANY'S GOOD FAITH EFFORT
PROTEST TO PENDING AWARD TO EXCEL PAVING COMPANY**

DBE Contract Goal: 14%
DBE Commitment by Excel Paving Company: 1.4%
Revised DBE Participation: 1.1%
Excel Paving Company Bid Amount: \$8,098,985
Bid Advertising Date: April 26, 2016
Bid Opening Date: May 26, 2016
Type of Work: Runway Rehabilitation

C. A. Rasmussen, Inc. (CAR) requested the bid documents for Excel Paving Company (Excel) from the Airport Authority on May 31, 2016. CAR received a portion of the bid documents on June 6, 2016 and the remaining good faith effort (GFE) portion on June 7, 2016.

CAR has reviewed Excel's good faith effort and DBE Commitment submittal, and has concluded that they did not meet the DBE goal for Project No. E15-01 and did not make a good faith effort to meet the goal. Based on this determination, Excel has not met the requirements for award of the contract. CAR is the lowest responsive, responsible bidder and should be awarded the Contract.

After reviewing Excel Paving Company's (Excel) DBE Commitment form, we determined that not all DBEs claimed for participation are eligible and cannot be counted toward the goal. Excel's GFE listed E-Nor Innovations, Inc. (E-Nor) for light tower rental on the DBE commitment form (exhibit 15-G). This is in conflict with the DBE participation form, in which Excel stated E-Nor will be providing traffic control services. In addition, E-Nor's work codes and/or NAICS codes do not cover work related to equipment rental for light towers. E-Nor's work codes, NAICS codes and state license numbers are:

NAICS 423990	Other Misc. Durable Goods Merchant Wholesalers (Signs (except electrical) merchant wholesalers, reseller
NAICS 541340	Drafting Services
NAICS 541620	Environmental Consulting Services
NAICS 561990	All Other Support Services (Flagging (i.e. traffic control) services
C1200	Construction Area Signs
C1201	Traffic Control System
C8700	Consultant, Non-engineering
C8765	Drafting
C9999	Broker
J9510	Environmental Quality
C31	Construction Zone Traffic Control Contractor
D42	Sign Installation

Finally, E-Nor's quote submitted within Excel's bid package does not include prices for renting light towers. For all of these reasons, the DBE commitment should not include renting light towers from E-Nor. After making this change to Excel's DBE commitment form, the total DBE participation should be reduced from \$110,000 (1.4 percent) to \$90,000 (1.1 percent) of the bid amount.

EVALUATION OF GOOD FAITH EFFORT DOCUMENTATION

Since Excel failed to meet the goal, it must demonstrate that it made a good faith effort to find DBE participation. Based on the documentation provided, Excel did not perform a good faith effort to meet the DBE contract goal for the reasons set forth below.

SUMMARY OF FACTS

- Excel solicited DBEs less than one week prior to the bid date.
- Excel did not solicit the vast majority of DBEs who are listed in the California Unified Certification Program (CUCP) who may have been available to participate on this contract.
- Excel did not follow through in good faith to receive quotes from DBEs that said they would be bidding according to Excel's telephone log.
- Excel did not utilize DBEs who were selected by the second and possibly third bidder for the same amount.
- Excel only achieved 1.1 percent DBE commitment while the next bidder exceeded the contract goal

1. Documentation of Solicitation and Publication Efforts

The job was advertised on April 26, 2016. Excel provided proof of publications for Compliance News Monthly Trade Journal & Daily Focus Journal for an ad published on May 19, 2016 – more than three weeks after the project was advertised and only one week prior to the bid date. This is an insufficient amount of time to expect DBE subcontractors to be able to respond and participate in the contract. Additionally, running only one daily advertisement would limit the number of DBEs who find the advertisement and respond.

In comparison, CAR advertised in publications on May 10 and May 13, 2016. Providing advertisements on multiple days and several weeks in advance shows significant good faith effort was made by CAR to meet the contract goal.

2. Initial Search Efforts

DBE firms identified by Excel: 46

DBE firms identified by CAR: 248

Excel did not provide a copy of their CUCP search for DBE subcontractors. CAR outreached to significantly more areas of work. Excel searched for subcontractors for only 16 areas of work; whereas, CAR searched for 26 work categories. This demonstrates that the additional effort made searching for DBEs by CAR resulted in a significantly higher amount of solicited DBEs. Excel did not perform outreach to the majority of DBEs listed in the CUCP that would have been available to participate on this contract.

3. Confirmed Solicitation Efforts

According to the DBE contact log provided by Excel, invitations to bid the project were telephoned, e-mailed and/or faxed to a total of 46 DBE firms on May 19, 2016 after 5 pm. Because this outreach was made after the close of business, it was done with only four working days left to respond prior to bid the opening. As with the advertisements, this window did not provide sufficient time for DBEs to respond.

CAR performed outreach to 248 DBEs on May 9, 2016, nearly three weeks in advance of the scheduled bid date. This provided CAR's DBE subcontractors ample time to respond and participate in the contract.

4. Rejected DBEs

DBE Bids Actually Received by Excel: 2

DBE Bids Actually Received by CAR: 8

None of the subcontractors listed on Excel's "Bidder's List Collection Form" are DBE firms. This is contrary to Excel's DBE participation forms. As part of their bid package, Excel included DBE participation forms from E-Nor and John Payne Trucking.

Excel's follow-up phone log identified thirteen (13) DBEs from which they anticipated receiving quotes for the project. However, Excel recorded receiving only two (2) DBE quotes, per the submitted participation forms, from E-Nor and John Payne Trucking. Additionally, according to

Section D of Excel's submittal package, the company claims to have rejected two (2) DBE firms (PCI and PRS) – neither are not DBE and therefore should not be counted.

Although Excel had initial confirmation that the above DBEs would be bidding on this project, they did not follow through and obtain the quotes to be able to consider them for award. Therefore, Excel was unable to provide evidence that they negotiated with the rejected DBEs that submitted reasonable quotes. Receiving these quotes and considering them for award could have considerably enhanced Excel's DBE commitment percentage.

Line No.	Item of Work	DBE Firm	Telephone Log Shows Will Bid (Y/N)	Quote Received (Y/N)
1	Grooving Spall Repair	Austin Enterprises	Y	N
2	Cold Milling, Grooving	Cindy Trump	Y	N
3	Asphalt Oil, Oil/Tack	E.M. Oil Transport	Y	N
4	Traffic Control	E-Nor Innovations	Y	N
5	Equipment Rental	Fine Grade Equipment	Y	N
6	Cold Milling	LMN Concrete & Grinding	Y	N
7	Asphalt Oil, Oil/Tack, Equipment Rental	LMS Transport/LMN Inc.	Y	N
8	Traffic Control	Maneri Traffic Control	Y	N
9	Equipment Rental	R.J. Lalonde, Inc.	Y	N
10	SWPPP, Testing	Sequoia Consultant, Inc.	Y	N
11	Asphalt Material	SM Sales	Y	N
12	Joint & Crack Repair, Spall Repair, Striping	Super Seal & Stripe	Y	N
13	Asphalt Trucking, Trucking (Hauling Removals)	YMD Material Broker	Y	N

5. Bidder Comparison of DBE Commitment

Bidder	Bid Amount	DBE Commitment	DBE Percentage
Excel	\$8,098,985.00	\$90,000.00	1.11%
CAR	\$8,419,182.60	\$1,200,886.80	14.26%

Excel utilized just one (1) DBE firm. CAR utilized five (5) DBE firms. Of these five firms that CAR utilized, Excel received initial confirmation from three (Sequoia Consultant, LMS Transport and Super Seal & Stripe) that they would be bidding on this project. However, Excel failed to show good faith by following through and obtaining their quotes.

CAR utilized a DBE surveyor whereas Excel did not. This was due to CAR actively and aggressively outreaching to more DBE work categories than Excel. Excel did not outreach to surveyors.

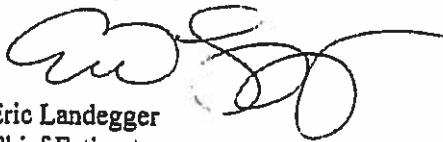
CONCLUSION

Excel's bid is non-responsive because they did not reach the DBE goal nor did they perform an adequate good faith effort to do so. Excel did not meet the requirements of 49 CFR § 26.53 and Appendix A. It is clear that because CAR performed a higher quality good faith effort to meet the contract DBE goal, CAR was able to not only reach the goal, but exceed it. CAR is the lowest responsive, responsible bidder and should be awarded the contract.

We request to be informed as soon as any staff reports or recommendations concerning any issues pertaining to the award of this contract are available.

Thank you in advance for your consideration and timely response on this matter.

Respectfully,

A handwritten signature in black ink, appearing to read 'Eric Landegger', with a stylized flourish extending to the right.

Eric Landegger
Chief Estimator
C. A. Rasmussen, Inc.

PALP, INC. DBA
EXCEL PAVING COMPANY
A GENERAL ENGINEERING CONTRACTOR
STATE LICENSE NO. 688659A

P.O. BOX 16405
LONG BEACH, CA 90806-5195
(562) 599-5841
FAX (562) 591-7485

June 24, 2016

Mike Duong
Senior Manager, Business & Compliance
Hollywood Burbank Airport
2627 N. Hollywood Way Burbank, CA 91505
MDuong@bur.org

PROJECT: E15-01 Runway 8-26 Rehabilitation

SUBJECT: C.A. Rasmussen's Protest of Excel Paving's Bid

Dear Mr. Duong:

Excel Paving has reviewed C.A. Rasmussen's protest letter dated June 15, 2016. Excel was the lowest, responsive bidder with a total price of \$8,098,985.00, which was \$320,197.00 lower than Rasmussen's bid of \$8,419,182.00.

Prior to the protest, the Hollywood Burbank Airport Authority had deemed Excel's bid to be responsive and planned to award the project to Excel this month. The disruptive protest undermines the award process and has caused an unnecessary delay. Based on the fact that Rasmussen's protest was late and therefore invalid, the Airport should summarily dismiss the protest. Furthermore, the Airport makes (and indeed in this case, had already made) the final judgment regarding bid responsiveness, not Rasmussen. The Airport should continue with its plan, award the project to Excel, and avoid any other delays.

Per the "Bid Protest Procedure" specifications found on page 26, Section VI., Part B., "any bid protest regarding the evaluation of bids or award of contract must be filed no more than five days after bid opening." Rasmussen's protest was filed on June 15, 2016, which is 20 days after the bid date of May 26, 2016. Therefore, Rasmussen's protest was not filed per the specifications and should be disallowed.

Rasmussen requested information from the Airport six days after the bid, which was already past the deadline. Even if Rasmussen is given a second chance by starting the five day window after Rasmussen received the requested information, Rasmussen still did not file their protest (a.k.a., attempt to have all bids rejected) within the timeframe; the protest was filed eight days later.

If bidders do not follow the established bid protest rules, then bidders could conceivably protest a bid at any time, even after the project has been awarded or even started. The Airport set the protest deadline to protect its interests, finances, and schedules.

The Airport spent over two weeks analyzing and reviewing Excel's Good Faith Effort (GFE) and subcontractors. The Airport's due diligence led to the conclusion that Excel's bid was

Page 1 of 2

PALP, INC. DBA
EXCEL PAVING COMPANY
A GENERAL ENGINEERING CONTRACTOR
STATE LICENSE NO. 688659A

P.O. BOX 16405
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responsive. *Appendix A to Part 26* states: "We emphasize, however, that your (the Agency's) determination concerning the sufficiency of the firm's good faith efforts is a judgment call." The judgement is solely made by the Airport, and the Airport concluded that Excel's bid was responsive. Rasmussen's conclusion carries no weight and Rasmussen should not be in a position to second guess the Airport's decision, especially three weeks after the bid date.

Appendix A also states that, "Determinations should not be made using quantitative formulas." Rasmussen's protest attempts to falsely force quantitative measures into the discussion as a determination of a GFE. The Airport has made the final determination and Rasmussen should not be the arbitrator of bid responsiveness. Imagine the chaos if every bid was protested and delayed by a biased GFE review by the second bidder.

Excel performed a GFE per the specifications and submitted documentation per the deadlines. For the last 25 years, Excel has successfully participated in several hundred federally funded projects and bids. Excel's GFE followed the Caltrans format, which is used by nearly every agency. Excel's GFE met the requirements listed in *Appendix A to Part 26*, and Part IV of the Appendix states that the items listed are, "not intended to be a mandatory checklist, nor is it intended to be exclusive or inclusive or exhaustive." This again highlights the fact that the determination of the GFE responsiveness is a judgment call to be made by the Airport.

In the end, this was a competitive bid. Excel took every measure to make sure that all qualified companies could participate in this project, and at the same time, provided the lowest, responsive bid to the Airport.

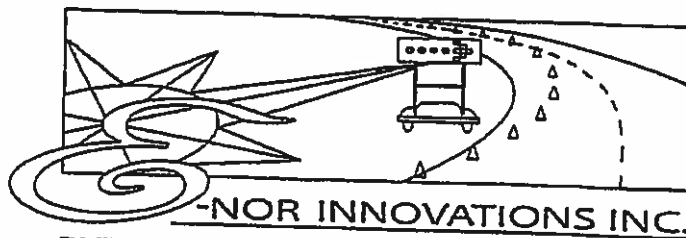
Rasmussen also raised an objection that light towers are not related to traffic control. Excel disagrees and has used light towers as part of traffic control for all night time projects. Excel has worked with E-NOR Innovations (a DBE / DVBE / SBE / MBE company) for years (please see attached letter from E-NOR). Even before E-NOR, Excel rented light towers from traffic control companies for night time projects, including past projects at the Burbank Airport.

In conclusion, Excel believes that the Airport should summarily dismiss the protest and continue with its initial plan and award the contract to Excel because Excel submitted the lowest, responsive bid per the specifications.

Sincerely,



Excel Paving
Bruce E. Flatt
Vice President



-NOR INNOVATIONS INC.
DVBE/SBE CERTIFIED CO. LIC. #931953
DBA: E-nor Traffic Control

16213 Illinois Ave. Paramount, CA 90723
(310)513-6209 Ph 310-513-6299 Fax

DVBE/SBE# 37084
UDBE/DBE/MBE/SBE#37718
Public Works DIR#1000007079

Date: 6/24/16

Project Name: BURBANK AIRPORT

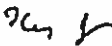
RE: Light Tower Rental

E-nor Innovations Inc. provided an estimate for light towers for the Burbank Airport to Excel Paving Co. Light tower rental is standard practice in our industry and daily operation for our company.

Excel Paving Co. is a valued customer of ours and continually utilizes our services when needed. As a Disabled Veteran and Minority owned company, we appreciate the opportunities Excel affords us to participate on project such as this.

We look forward to working with them on this project, allowing us to grow our business and keep our employees working.

Thanks,


Kenny Jones
Vice President

INTER-DEPARTMENTAL COMMUNICATION



To: Dan Feger

Date: June 29, 2016

From: Mike Duong

Subject: Project E15-01 Project

I. Chronology

On May 26, 2016, bids were opened for Project E15-01 (Runway 8-26 rehabilitation) with PALP dba Excel Paving (Excel) being the lowest bidder at \$8,098,985 with DBE participation of 1.4% (\$110,000 in total).

On May 31, 2016 C.A. Rasmussen (CAR) emailed the Authority requesting a copy of Excel's bid documents.

On June 2, 2016 a second request from CAR was emailed requesting bid documents.

On June 6, 2016 a third request from CAR was emailed requesting bid documents and Staff provided the bid documents via email to CAR.

On June 7, 2016 CAR requested the Good Faith Efforts documentation from Excel's bid and Staff emailed the Good Faith Efforts documentation to CAR.

CAR filed a protest which was dated and received by Staff on June 15, 2016 asserting that Excel did not meet the Good Faith Efforts requirement as outlined in Appendix A of 49 CFR Part 26 (Part 26).

Staff provided the protest letter to Excel on June 21, 2016 for review and for an opportunity to respond. Excel submitted a response to Authority on June 24, 2016.

II. Evaluation of Excel's Good Faith Efforts Documentation

Disadvantaged Business Enterprise Liaison Officer's (DBELO) response to the protest is as follows:

The DBELO reviewed the good faith effort conducted by Excel to ensure that Excel adhered to the guidelines outlined in Appendix A of Part 26.

The DBELO confirmed that Excel did meet Section IV (A) of Appendix A by soliciting interest in DBEs through fax, email and advertisement through Compliance News Daily Focus Journal and the Compliance News monthly Trade Journal in addition to soliciting information and requests prior to the bid due date from 12 agencies whose members are comprised of minority and disadvantaged businesses and companies. Excel was able to solicit bids from several DBEs, with two committing to provide subcontract work. DBELO reached out at random, to 10% of the DBE participants on Excel's Bidder's list to confirm if they had in fact been contacted by Excel and if the comments by Excel confirmed the actions of the DBE on whether they would bid the project or not. All participants contacted by the DBELO confirmed that they were contacted by Excel and verified if they had submitted a bid.

Excel met Section IV (B) of Appendix A by breaking out the items of work offered to DBE Firms (approximately 65% of total work) which included asphalt material, striping, traffic control and trucking.

Excel met Section IV(C) of Appendix A by specifically providing the PlanetBids URL in which the bid solicitation from the Airport could be downloaded in addition to having the document available on its own FTP site. Copies of the bid documents were also made available at their office in Long Beach.

Excel met Section IV (D) of Appendix A by soliciting participation of two firms that are listed in the DOT website under the California Unified Certification Program. (E- Nor Innovations Firm ID 37718 and YMD Trucking Firm ID 37852). DBELO will monitor the project post award to ensure that both DBE firms are utilized during the project. Excel Paving broke out items that DBE firms could potentially bid on and provided a bidder's list that outlined the names, addresses and contact information of DBEs that were contacted for participation. Excel Paving also provided information on DBE firms that were rejected in lieu of non DBE firms confirming that negotiations between DBE and non DBE subcontractors had taken place.

Excel met Section IV (E) of Appendix A by Itemizing and breaking down project components including work that the Prime could normally perform.

Excel selected the DBE subcontractors whose quotes were competitive relative to the other subcontractors bidding on the same type of work. Firms whose quotes were uncompetitive or unreasonable were not selected for the project.

Excel met Section IV (F) of Appendix A by displaying in its outreach faxes and advertisements that assistance would be provided in obtaining bonding, lines of credit, or insurance as required.

Excel met Section IV (G) of Appendix A by displaying in its outreach faxes and advertisements that assistance would be provided in necessary equipment, supplies and materials.

Excel met Section IV (H) of Appendix A by reaching out to 12 local community outreach agencies for information and potential placement of potential DBE subcontractors. Agencies included the Engineering Contractors Association, National Association of Minority Contractors, Southern California Minority Business Development, American Indian Chamber of Commerce, National Association of Women Business Owners, Latin Business Association, Chinese American Construction Professionals Association, Korean Chamber of Commerce, Black Business Association, Asian Business Association, Asian American Engineer's Association, American Indian Enterprises.

III. Conclusion

Overall, although Excel did not meet the contract goal of 14% (3 out of 4 bidders were not able to meet the contract goal), Excel did however conduct a good faith effort in soliciting, obtaining and contracting with DBEs for portions of the overall project. The DBELO does not believe the CAR protest has merit.



July 1, 2016

Eric Landegger, Chief Estimator
C.A. Rasmussen, Inc.
28548 Livingston Avenue
Valencia, CA 91355

Re: Project Number E15-01 Runway 8-26 Rehabilitation - Bid Protest

Dear Mr. Landegger:

In a letter dated and received on June 15, 2016, C.A. Rasmussen Inc. ("CAR") protested the bid submitted by Excel Paving Company ("Excel") for the above-referenced project. The bid protest contends that Excel is non-responsive for failing to reach the DBE participation contract goal for this project and failing to perform a good faith effort to do so. Although the bid protest was filed 20 days after the deadline specified by the bid protest procedure for this project, I have considered CAR's contentions on the merits. For the reasons discussed below, I am rejecting the protest.

In evaluating whether bidders have made sufficient good faith efforts to meet a DBE participation contract goal, the Authority must follow the Federal Aviation Administration guidance set forth at Appendix A of 49 C.F.R. Part 26. As reflected in the following passage from Section II of Appendix A, this determination requires an exercise of judgment:

The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call. Determinations should not be made using quantitative formulas.

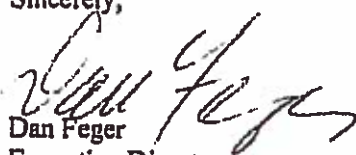
Section IV of Appendix A sets forth a list of factors that agencies must consider when determining whether a bidder has satisfied the good faith effort requirement. However, this list "is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive." An agency cannot ignore bona fide good faith efforts.

Utilizing this regulatory guidance, I have considered CAR's protest letter, Excel's bid materials, Excel's response to CAR's protest letter, and a memorandum from the DBE Liaison describing in detail the basis for his finding that Excel satisfied the good faith efforts requirement. Based on this information, I have determined that Excel made bona fide good faith efforts to meet the DBE goal for this project. Accordingly, CAR's bid protest is rejected.

Eric Landegger, Chief Estimator
C.A. Rasmussen, Inc.
Project Number E15-01 Runway 8-26 Rehabilitation - Bid Protest
July 1, 2016
Page 2

The Authority appreciates CAR's participation in this bid solicitation and encourages your firm to pursue other projects at the Bob Hope Airport.

Sincerely,


Dan Feger
Executive Director

cc: Bruce E. Flatt, Vice President, Excel Paving Company

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JULY 11, 2016**

**AWARD OF NON-EXCLUSIVE CONCESSION AND
LEASE AGREEMENT TO
BRICKANDMORTAR.ME, INC.
FOR SPECIALTY RETAIL**

SUMMARY

At the June 20, 2016, Finance and Administration Committee meeting, the Committee voted unanimously (3–0) to recommend that the Commission award an initial one-year, non-exclusive Concession and Lease Agreement ("Agreement") for an approximate 36-square-foot specialty retail location adjacent to the Gate A2 holdroom area to BRICKANDMORTAR.ME, INC., dba Up Pup N' Away ("Up Pup N' Away"). Up Pup N' Away will have a staffed wall retail kiosk display to sell products for pets and their owners. The proposed Agreement will generate a minimum annual guaranteed ("MAG") rent amount of \$15,000 for the Authority.

BACKGROUND

According to the American Pet Products Association ("APPA"), \$60.28 billion dollars was spent in the U.S. pet Industry in 2015. A survey done by the APPA in 2015 also shows that 65% of U. S. households own a pet, which equates to 79.7 million homes. Up Pup N' Away carries a variety of products for pets and their owners, including travel pet products such as travel totes, calming sprays, collars and leashes as well as American-made toys and treats, clothing, jewelry and pet magazines. In 2015 Up Pup N' Away opened its first retail location in Burbank, California. The store was recently featured on CBS Los Angeles as one of the five top pet stores to shop for pets in the Los Angeles area.

Marwick Kane, the CEO of Up Pup N' Away, has over 30 years of retail experience. His commitment to excellent customer service, coupled with his love of animals and the desire to provide top quality pet products, led him to creating this company geared towards the traveling pet owner.

CONCESSION AND LEASE AGREEMENT DETAILS

The proposed key components of the Agreement are as follows:

<u>Premises:</u>	36 sq. ft. of retail concession space
<u>Location:</u>	Adjacent to the Gate A2 holdroom area
<u>Commencement Date:</u>	August 1, 2016
<u>Term:</u>	Initial one-year term with five (5) one-year extension options
<u>MAG Amount:</u>	\$1,250 per month; adjusting annually

<u>Additional Concession Fee:</u>	12% of gross sales from \$1-\$149,999
	13% of gross sales from \$150,000-\$199,999
	14% of gross sales from \$200,000 - \$249,999
	15% of gross sales equal to or greater than \$250,000
<u>Annual Rent:</u>	Greater of the MAG amount or a percentage of gross sales
<u>Space Rent:</u>	\$54/monthly (\$648 per year)
<u>Adjustments:</u>	The greater of 3% or 120% of the CPI increase, but no greater than 6%
<u>Security Deposit:</u>	Equal to 3 months of MAG

REVENUE IMPACT

The proposed Agreement will have a positive revenue impact; generating a MAG rent amount of approximately \$13,750 in the 2016/2017 fiscal year. Furthermore, Up Pup N' Away will remit space rent of \$648 annually.

RECOMMENDATION

At the June 20, 2016, Finance and Administration Committee meeting, the Committee voted unanimously (3-0) to recommend that the Commission authorize the Executive Director to enter into a non-exclusive Concession and Lease Agreement with BRICKANDMORTAR.ME, INC. for a specialty retail concession at the Airport based on the terms outlined above.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
JULY 11, 2016**

ELECTION OF OFFICERS

SUMMARY

The joint powers agreement requires the Commission to elect or re-elect a President, a Vice President and a Secretary at the first meeting of July every year. Although not required to do so, the Commission traditionally also has chosen an Assistant Secretary, Treasurer and Auditor at the first July meeting. Staff recommends that the Commission elect or re-elect all of its officers, including an Assistant Secretary, Treasurer and Auditor.

BACKGROUND

Section 2.4.1 of the joint powers agreement addresses the offices of President, Vice President, Secretary, and Assistant Secretary. This provision requires the Commission to elect or re-elect a President, Vice President and Secretary at the first meeting of July every year. This provision allows, but does not require, the Commission to elect an Assistant Secretary to assist the Secretary in the performance of the Secretary's duties, certify copies of official Authority documents, and perform other duties specified by the Commission. Traditionally, the Commission has elected an Assistant Secretary at the first July meeting. Last year, consistent with past practice, the Commission chose to have the Executive Director serve as the Assistant Secretary.

Sections 2.4.2 and 2.4.3 of the joint powers agreement address the Treasurer and Auditor offices. These provisions require the Commission to appoint a Treasurer and an Auditor, but they do not require that such appointments be made at any particular time of year. Traditionally, the Commission has appointed a Treasurer and Auditor at the first July meeting. Currently, Commissioner Sinanyan serves as Treasurer and Commissioner Brown serves as Auditor.

FPPC REGULATION

Fair Political Practices Commission Regulation 18702.5 defines what constitutes a "personal financial effect" for purposes of the Political Reform Act's conflict of interest prohibition. As now worded, this regulation allows a public official to participate in decisions to fill a position on a body of which the official is a member. Thus, the nominees(s) for President may participate in the Commission's discussion and vote on that office. This is a change from the practice several years ago in which the nominee(s) for President abstained and left the dais during the Commission's consideration of the item due to the fact that the President is compensated slightly more than other Commissioners.

STAFF RECOMMENDATION

Staff recommends that the Commission elect a President, Vice President and Secretary for the 2016–2017 term. Staff also recommends that the Commission determine whether to change the existing appointments to the offices of Assistant Secretary, Treasurer and Auditor.

MAY 2016

Hollywood Burbank Airport

REVENUE PASSENGERS	May			January - May		
	2016	2015	% Change	2016	2015	% Change
Signatory Airlines						
Alaska Airlines	39,844	33,992	17.22%	176,105	163,141	7.95%
American Airlines (US Airways)	13,120	14,013	-6.37%	64,418	67,765	-4.94%
Delta Air Lines	7,938	6,815	16.48%	34,863	29,803	16.98%
JetBlue Airways	8,334	8,432	-1.16%	37,935	38,416	-1.25%
SeaPort Airlines	0	1,448	-100.00%	277	5,849	-95.26%
Southwest Airlines	258,056	259,248	-0.46%	1,201,362	1,203,130	-0.15%
United Airlines	23,751	17,243	37.74%	101,376	85,630	18.39%
Total Revenue Passengers	351,043	341,191	2.89%	1,616,336	1,593,734	1.42%
Inbound (deplaned)	176,533	170,932	3.28%	807,504	795,086	1.56%
Outbound (enplaned)	174,510	170,259	2.50%	808,832	798,648	1.28%

AIRCRAFT OPERATIONS *	May			January - May		
	2016	2015	% Change	2016	2015	% Change
Air Carrier	4,139	3,760	10.08%	20,371	18,430	10.53%
Air Taxi	1,124	1,237	-9.14%	5,134	6,429	-20.14%
General Aviation	3,556	3,084	15.30%	16,995	15,770	7.77%
Military Itinerant	94	94	0.00%	500	455	9.89%
Civil Local	2,402	3,161	-24.01%	14,057	12,795	9.86%
Military Local	0	2	-100.00%	1	26	-96.15%
Total Aircraft Operations	11,315	11,338	-0.20%	57,058	53,905	5.85%

* Source: FAA Tower Daily Airport Operations Count, adjusted to show Canadair Regional Jet-200 operations as Air Carrier. Includes Hollywood Burbank Airport arrivals/departures only; excludes aircraft that enter local air space but do not land or take off at Hollywood Burbank Airport.

Hollywood Burbank Airport

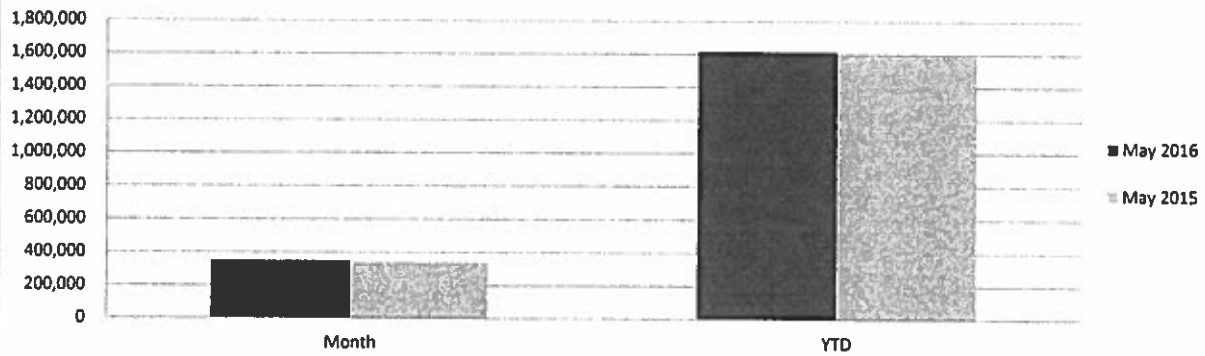
AIR CARGO (lbs.)	May			January - May		
	2016	2015	% Change	2016	2015	% Change
Signatory Airlines						
Alaska Airlines	294	381	-22.83%	1,762	1,990	-11.46%
American Airlines (US Airways)	40	300	-86.67%	40	523	-92.35%
Delta Air Lines						
JetBlue Airways						
SeaPort Airlines						
Southwest Airlines	156,295	185,999	-15.97%	796,208	908,590	-12.37%
United Airlines						
Other Scheduled Carriers						
Federal Express	N/A*	4,307,583	N/A*	N/A*	21,521,066	N/A*
United Parcel Service	3,977,011	3,906,023	1.82%	19,372,262	20,458,997	-5.31%
Charter/Contract Carriers						
AirNet Express	3,904	9,245	-57.77%	14,141	21,656	-34.70%
Ameriflight	220,000	208,580	5.48%	1,047,712	1,172,058	-10.61%
Total Air Cargo	N/A*	8,618,111	N/A*	N/A*	44,084,880	N/A*
Inbound (deplaned)	2,440,292	4,010,930	-39.16%	16,673,060	20,676,440	-19.36%
Outbound (enplaned)	1,917,252	4,607,181	-58.39%	16,183,309	23,408,440	-30.87%

MAIL (lbs.)	May			January - May		
	2016	2015	% Change	2016	2015	% Change
United Parcel Service	13,775	384,404	-96.42%	123,343	2,000,798	-93.84%
Total Mail	13,775	384,404	-96.42%	123,343	2,000,798	-93.84%
Inbound (deplaned)	0	269,174	-100.00%	44,815	1,490,484	-96.99%
Outbound (enplaned)	13,775	115,230	-88.05%	78,528	510,314	-84.61%

*Federal Express is experiencing issues with its reporting software that generates the reporting on cargo activity. This issue affects the YTD totals and grand totals. Fedex anticipate rectifying this issue and providing historical data by July.

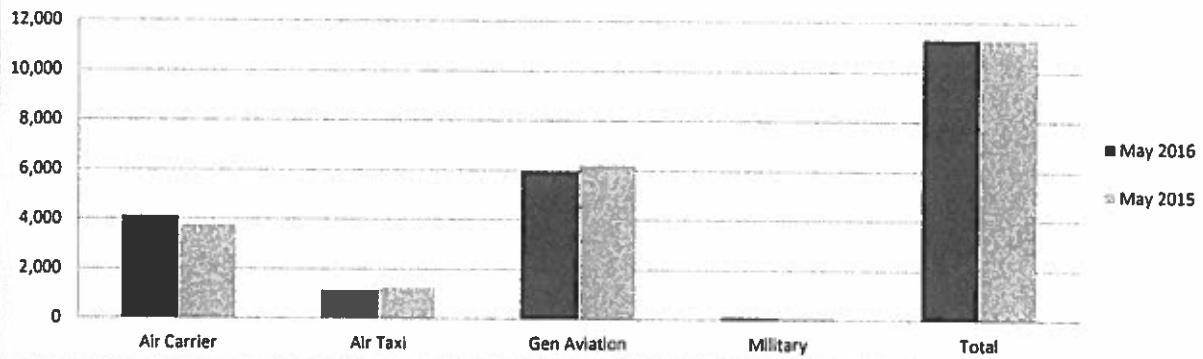
MAY 2016

Revenue Passengers



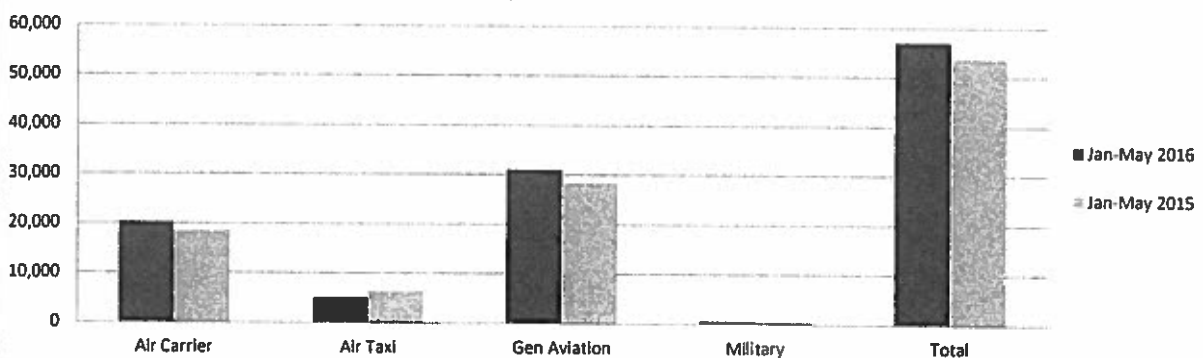
Revenue Passengers	Month	YTD
May 2016	351,043	1,616,336
May 2015	341,191	1,593,734
% Change	2.89%	1.42%

Aircraft Operations - Month



Aircraft Operations - MO	Air Carrier	Air Taxi	Gen Aviation	Military	Total
May 2016	4,139	1,124	5,958	94	11,315
May 2015	3,760	1,237	6,245	96	11,338
% Change	10.08%	-9.14%	-4.60%	-2.08%	-0.20%

Aircraft Operations - Year-to-Date



Aircraft Operations - YTD	Air Carrier	Air Taxi	Gen Aviation	Military	Total
Jan-May 2016	20,371	5,134	31,052	501	57,058
Jan-May 2015	18,430	6,429	28,565	481	53,905
% Change	10.53%	-20.14%	8.71%	4.16%	5.85%



News Release

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
2627 Hollywood Way, Burbank, CA 91505
(818) 840-8840 (818) 848-1173 FAX
WWW.HOLLYWOODBURBANKAIRPORT.COM

CONTACT: LUCY M. BURGHENDORF

FOR IMMEDIATE RELEASE

TELEPHONE: (818) 840-8840

AIRPORT AUTHORITY RELEASES FINAL ENVIRONMENTAL IMPACT REPORT (FEIR) ON 14-GATE REPLACEMENT TERMINAL

Airport Authority Will Consider Certification of the EIR on July 11, 2016

BURBANK, Calif., June 28, 2016 — The Burbank-Glendale-Pasadena Airport Authority has released the Final Environmental Impact Report (FEIR) on the proposed 14-gate Replacement Terminal at the Hollywood Burbank Airport. The document examines the potential environmental impacts that a 355,000-square-foot Replacement Terminal might have on the surrounding community and identifies mitigation measures to lessen those impacts. A special commission meeting to consider certification of the FEIR is scheduled for Monday, July 11, 2016, at 9 a.m. in the Airport Skyroom.

The Airport Authority began the environmental review process in November, 2015, when the Airport Authority Commission and the Burbank City Council endorsed a Conceptual Term Sheet that would give the Airport Authority the vested right to build a 14-gate Replacement Terminal in exchange for permanent new protections for Burbank. Under the provisions of Measure B, the voters in Burbank must approve any agreement between the City of Burbank and the Airport Authority, or any other discretionary action for a replacement terminal, before that agreement can become effective.

The FEIR examines three development options to replace the existing 14-gate, 232,000-square-foot passenger terminal which is located too close to the runways, and portions of which were built in 1930 and do not meet current earthquake design standards. The preferred option is

(more)

REPLACEMENT TERMINAL FINAL ENVIRONMENTAL IMPACT REPORT (FEIR)
06/28/16
2-2-2-2-2

a 355,000-square-foot replacement terminal on the B-6 Adjacent Property, located in the northeast quadrant of the Airport, off of Hollywood Way and Winona Ave. The existing terminal would be demolished after the replacement terminal is opened.

The FEIR forecasts an increase in enplanements and operations by 2025, but it does not attribute this growth to the proposed project, since the replacement terminal would not increase the number of gates or lengthen Airport runways. The Airport currently operates well below the number of passengers it accommodated between 2006 and 2008, and the FEIR does not project that such a level of activity would occur again within the study period, regardless of whether or not a replacement terminal is built.

Additionally, the FEIR forecasts that the impacts of each of the three development options would be generally the same or similar to the impacts that would occur under the “no project” alternative. These impacts would be related to the relocation of the terminal, not to the increase in aircraft operations or annual passengers.

The FEIR can be viewed online at www.BURreplacementterminal.com. Copies of the FEIR are available for public viewing at Burbank, Glendale, and Pasadena City Halls; the Buena Vista, Central, and Northwest Libraries in Burbank; the Glendale Central Library; the Pasadena Public Library; Valley Plaza Library in North Hollywood; and the Airport Authority offices.

On July 7, 2016, the City of Burbank Planning Board will consider the FEIR, Development Agreement and minor Planned Development amendments for the 14-gate Replacement Terminal. The Burbank City Council public hearings on the project are scheduled for July 25 and July 26. The Authority seeks a November 8, 2016, Measure B election.

ATTACHMENTS

Corrective Utility Easement Deeds and
Traffic Loop Detector Easement Deed for
Regional Intermodal Transportation Center

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

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

APN: 2466-011-912

Space Above This Line for Recorder's Use

The undersigned declares that this document is recorded at the request of and for the benefit of the City of Burbank and therefore is exempt from the payment of the recording fee pursuant to Government Code § 6103 and § 27383 and from the payment of the Documentary Transfer Tax pursuant to Revenue and Taxation Code § 11922.

CORRECTIVE EASEMENT DEED
(Electrical Utility Easements to City of Burbank)

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$ 0.00

☐ computed on full value of property conveyed, or

☐ computed on full value less value of liens of encumbrances remaining at time of sale.

☐ Unincorporated area ☒ City of Burbank

THE EASEMENT DESCRIBED HEREIN **CORRECTS** THE EASEMENT IN THAT CERTAIN EASEMENT DEED DATED DECEMBER 15, 2009 EXECUTED BY GRANTOR IN FAVOR OF GRANTEE WHICH WAS RECORDED ON MARCH 11, 2010 IN THE OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, AS DOCUMENT NO. 20100339736.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged **THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, a public entity ("Grantor")** hereby **GRANTS to the CITY OF BURBANK, a municipal corporation ("Grantee")**, permanent easements and rights of way for electrical utility purposes in, over, under, along, upon and across the following described real property in the City of Burbank, County of Los Angeles, State of California (the "**Easement Area**"):

Please see the legal description attached hereto as Exhibit "A" and the map attached hereto as Exhibit "B".

On the property commonly known as 2627 N. Hollywood Way, Burbank, CA 91505.

Date: _____, 2016

THE BURBANK-GLENDALE-PASADENA AIRPORT
AUTHORITY, a public entity

By: _____

DAN FEGER, Executive Director

APPROVED:

CITY OF BURBANK

By: _____

Print Name: _____

Title: _____

Attest:

City Clerk

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Approved as to legal description:

By: _____
City Engineer, City of Burbank

Approved as to form:

City Attorney, City of Burbank

I certify that this document covers City Business within the meaning of Section 6103 of the Government Code.

City Clerk, City of Burbank

EXHIBIT "A"

LEGAL DESCRIPTION OF ELECTRICAL UTILITY EASEMENTS AREA

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, AS SHOWN ON MAP FILED IN BOOK 219 PAGE 39 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EASEMENT PARCEL NO. 1:

A STRIP OF LAND, 10.00 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 3 OF PARCEL MAP NO. 27048-01, AS PER MAP FILED IN BOOK 361 PAGES 28 TO 30 INCLUSIVE OF PARCEL MAPS, IN SAID RECORDER'S OFFICE; THENCE ALONG THE WEST LINE OF SAID PARCEL 3 AND OF PARCEL 2 OF SAID PARCEL MAP N01°08'01"E 114.60 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE LEAVING SAID PARCEL LINE N88°51'59"W 171.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT 'A'; THENCE CONTINUING N88°51'59"W 35.89 FEET TO A POINT HEREIN AFTER REFERRED TO AS POINT 'B' AND THE WESTERLY TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

THE SIDELINES OF SAID STRIP OF LAND SHALL BE LENGTHENED AND OR SHORTENED SO AS TO TERMINATE EASTERLY ON THE WESTERLY LINE OF SAID PARCELS 2 AND 3 OF SAID PARCEL MAP, AND SO AS TO TERMINATE WESTERLY ON A LINE HAVING A BEARING OF N01°08'01"E AND PASSING THROUGH SAID HEREIN DESCRIBED POINT 'B'.

EASEMENT PARCEL NO. 2:

A STRIP OF LAND, 10.00 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LYING S02°56'37"W 67.90 FEET FROM HEREIN DESCRIBED POINT 'A'; THENCE N02°56'37"E 41.51 FEET TO A POINT HEREIN AFTER REFERRED TO AS POINT 'C'; THENCE CONTINUING N02°56'37"E 26.39 FEET TO SAID POINT 'A'; THENCE N01°08'01"E 134.22 FEET TO THE NORTHERLY TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

EXCEPT THEREFROM ANY PORTION LYING WITHIN HEREIN DESCRIBED EASEMENT PARCEL 1.

EASEMENT PARCEL NO. 3:

A STRIP OF LAND, 10.00 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE HEREIN DESCRIBED POINT 'C'; THENCE N43°08'21"W 53.35 FEET; THENCE N76°19'44"W 6.69 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT 'D' AND THE WESTERLY TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

EXCEPT THEREFROM ANY PORTION LYING WITHIN HEREIN DESCRIBED EASEMENT PARCEL NO. 1 AND EASEMENT PARCEL NO. 6.

THE SIDELINES OF SAID STRIP OF LAND SHALL BE LENGTHENED AND OR SHORTENED SO AS TO TERMINATE AT THEIR VERTICES, AND SO AS TO TERMINATE SOUTHEASTERLY ON THE WESTERLY LINE OF HEREIN DESCRIBED EASEMENT PARCEL NO. 2; AND SO AS TO TERMINATE NORTHWESTERLY ON THE EASTERLY LINE OF HEREIN DESCRIBED EASEMENT PARCEL NO. 6.

EASEMENT PARCEL NO. 4:

A STRIP OF LAND, 10.00 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LYING N77°09'20"W 16.54 FEET FROM HEREIN DESCRIBED POINT 'D'; THENCE N88°51'59"W 40.99 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT 'E'; THENCE CONTINUING N88°51'59"W 302.45 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT 'F'; THENCE CONTINUING N88°51'59"W 9.18 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 11.00 FEET; THENCE WESTERLY, SOUTHWESTERLY, AND SOUTHERLY ALONG SAID CURVE AN ARC LENGTH OF 17.31 FEET THROUGH A CENTRAL ANGLE OF 90°11'06" TO A TANGENT LINE; THENCE ALONG SAID TANGENT LINE S00°56'55"W 301.65 FEET; THENCE S17°31'45"W 44.19 FEET; THENCE S20°27'07"W 24.93 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHWESTERLY, SOUTHERLY, AND SOUTHEASTERLY ALONG SAID TANGENT CURVE AN ARC LENGTH OF 25.36 FEET THROUGH A CENTRAL ANGLE OF 96°51'39" TO A TANGENT LINE, SAID TANGENT LINE BEING PARALLEL WITH THE NORTHEASTERLY LINE OF EMPIRE AVENUE AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 219 PAGE 39 OF RECORDS OF SURVEYS, IN SAID RECORDER'S OFFICE; THENCE ALONG SAID TANGENT LINE S76°24'32"E 131.03 FEET; THENCE S80°37'04"E 44.43 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 15.00 FEET; THENCE EASTERLY AND SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 15.91 FEET THROUGH A CENTRAL ANGLE OF 60°46'17" TO A TANGENT LINE; THENCE ALONG SAID TANGENT LINE S19°50'48"E 21.14 FEET TO A POINT ON SAID NORTHEASTERLY LINE OF SAID EMPIRE AVENUE, SAID POINT HEREINAFTER REFERRED TO AS POINT 'G', AND THE SOUTHERLY TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

EXCEPT THEREFROM ANY PORTION LYING WITHIN HEREIN DESCRIBED EASEMENT PARCEL NO. 7.

THE SIDELINES OF SAID STRIP OF LAND SHALL BE LENGTHENED AND OR SHORTENED SO AS TO TERMINATE AT THEIR VERTICES, AND SO AS TO TERMINATE SOUTHERLY ON SAID NORTHEASTERLY LINE OF EMPIRE AVENUE; AND SO AS TO TERMINATE EASTERLY ON THE WESTERLY LINE OF HEREIN DESCRIBED EASEMENT PARCEL NO. 6.

EASEMENT PARCEL NO. 5:

A STRIP OF LAND, 10.00 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT HEREIN DESCRIBED POINT 'E'; THENCE S38°18'07"E 35.73 FEET; THENCE S88°51'59"E 2.87 FEET TO A POINT ON THE WESTERLY LINE OF HEREIN DESCRIBED EASEMENT PARCEL NO. 6.

THE SIDELINES OF SAID STRIP OF LAND SHALL BE LENGTHENED AND OR SHORTENED SO AS TO TERMINATE AT THEIR VERTICES, AND SO AS TO TERMINATE NORTHERLY ON THE SOUTHERLY LINE OF SAID HEREIN DESCRIBED EASEMENT PARCEL NO. 4 AND SO AS TO TERMINATE EASTERLY ON THE WESTERLY LINE OF SAID HEREIN DESCRIBED EASEMENT PARCEL NO. 6.

EASEMENT PARCEL NO. 6:

A PARCEL OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT HEREIN DESCRIBED POINT 'B'; THENCE N01°08'01"E 5.00 FEET; THENCE N88°51'59"W 8.72 FEET; THENCE N01°8'01"E 17.36 FEET; THENCE N88°51'59"W 16.19 FEET; THENCE S01°08'01"W 14.45 FEET; THENCE N88°51'59"W 11.25 FEET; THENCE S01°16'33"W 28.87 FEET; THENCE S88°51'59"E 13.03 FEET; THENCE N01°08'01"E 8.56 FEET; THENCE S88°51'59"E 23.21 FEET; THENCE N01°08'01"E 12.40 FEET TO SAID POINT OF BEGINNING.

EASEMENT PARCEL NO. 7:

A PARCEL OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT HEREIN DESCRIBED POINT 'F'; THENCE N01°08'01"E 7.00 FEET; THENCE N88°51'59"W 11.36 FEET; THENCE S01°08'01"W 16.87 FEET; THENCE S88°51'59"E 11.36 FEET; THENCE N01°08'01"E 9.87 FEET TO SAID POINT OF BEGINNING.

EASEMENT PARCEL NO. 8:

A PARCEL OF LAND 5.00 FEET IN WIDTH, THE SOUTHWESTERLY LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT HEREIN DESCRIBED POINT 'G'; THENCE ALONG SAID NORTHEASTERLY LINE OF EMPIRE AVENUE N76°24'32"W 12.92 FEET

EXCEPT THEREFROM ANY PORTION LYING WITHIN HEREIN DESCRIBED EASEMENT PARCEL NO. 4.

SEE ALSO THE ATTACHED EXHIBIT "B".

EXHIBIT "B"

MAP SHOWING LOCATION OF ELECTRICAL UTILITY EASEMENTS AREA

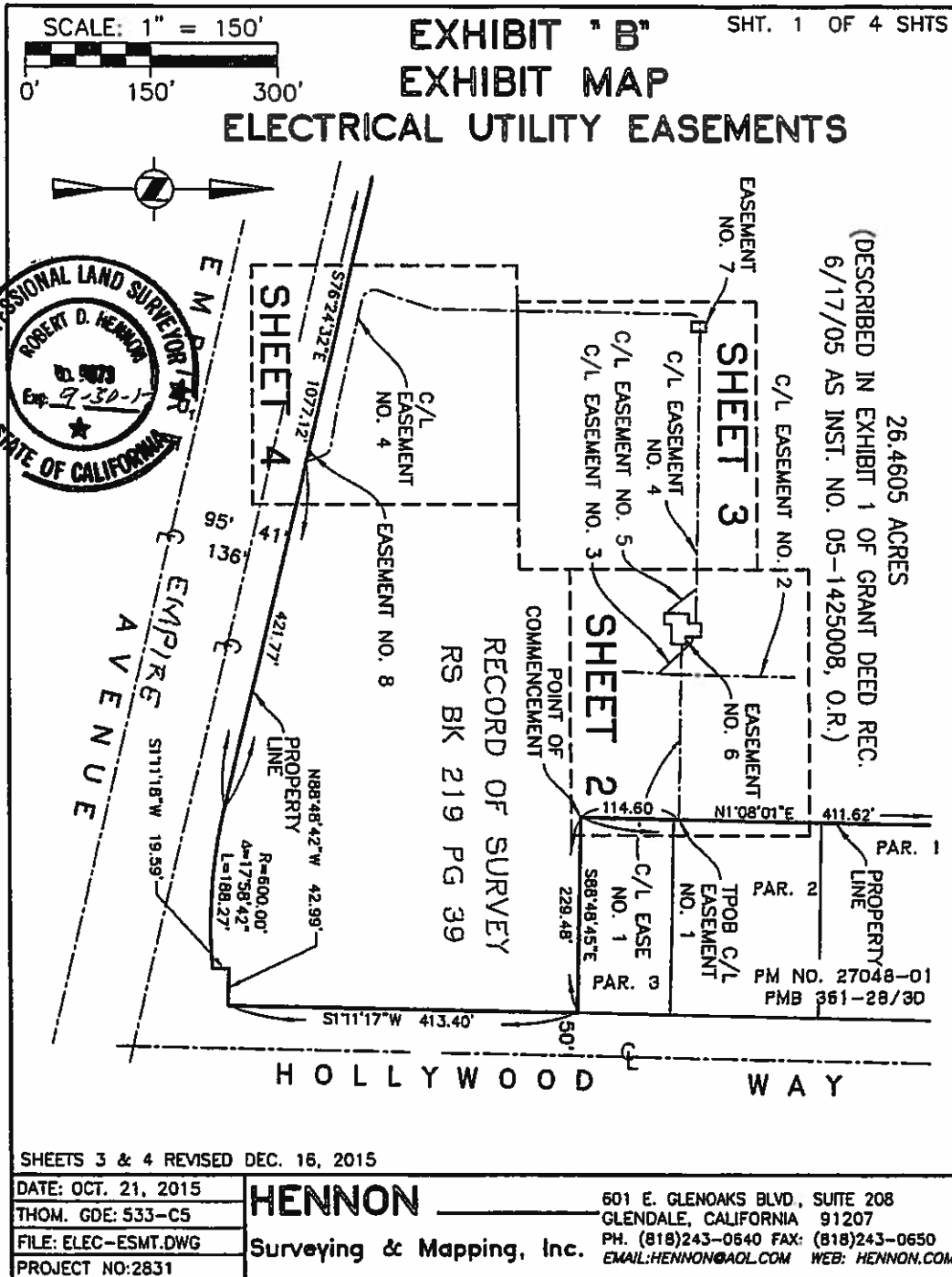
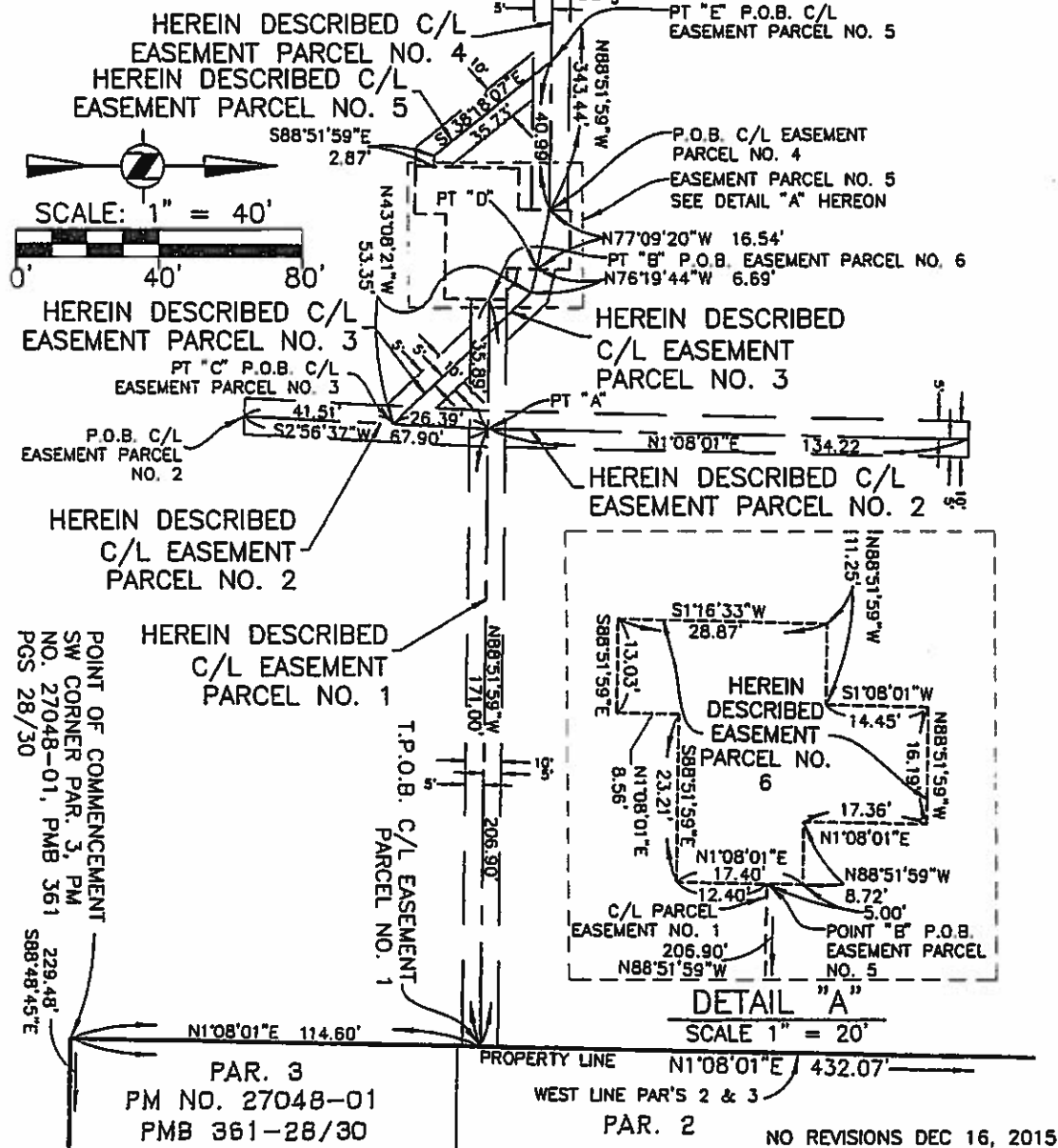


EXHIBIT "B" EXHIBIT MAP ELECTRICAL UTILITY EASEMENTS

SHT. 2 OF 4 SHTS

FOR CONTINUATION SEE SHEET 3

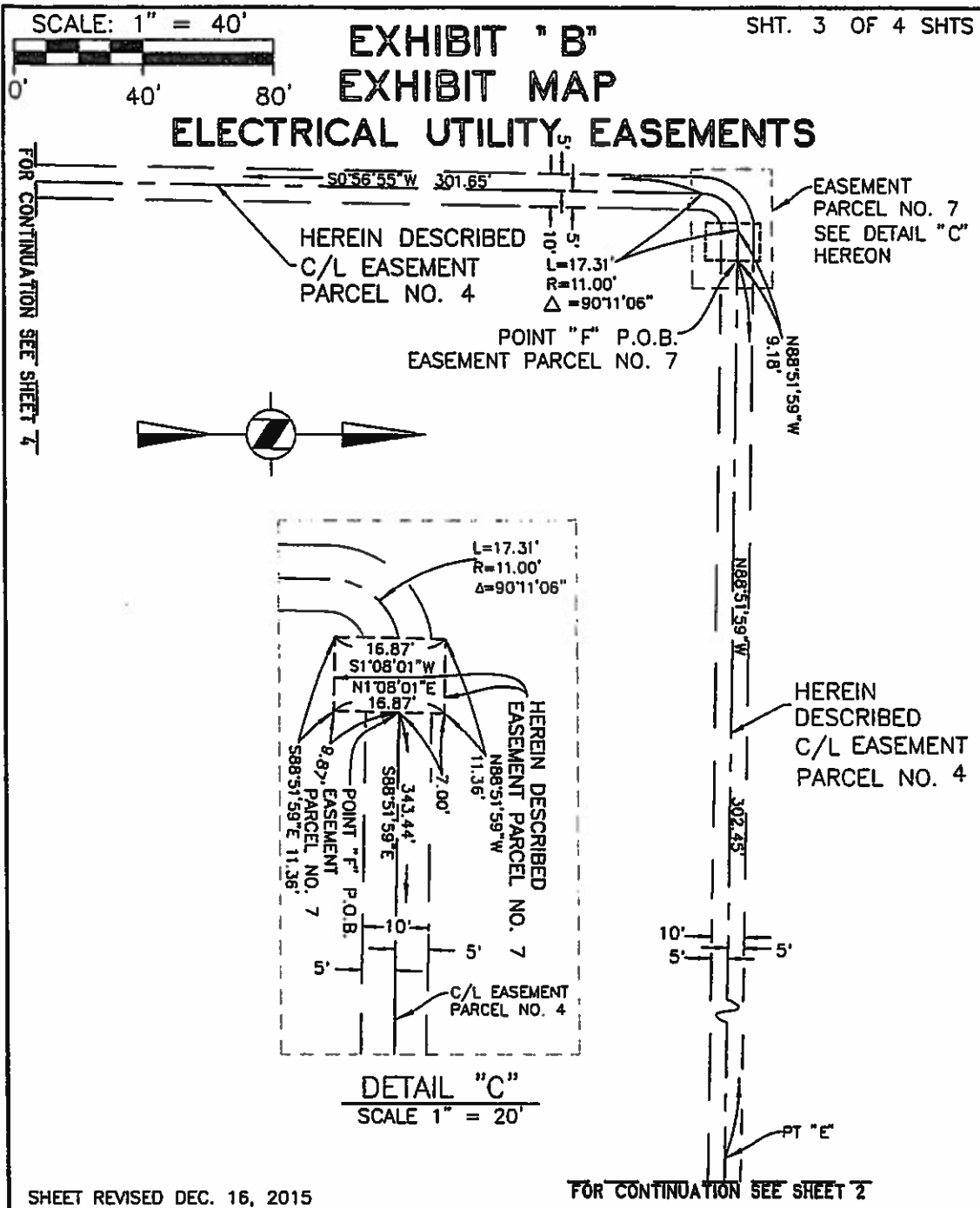


DATE: OCT. 21, 2015
THOM. GDE: 533-C5
FILE: ELEC-ESMT.DWG
PROJECT NO:2831

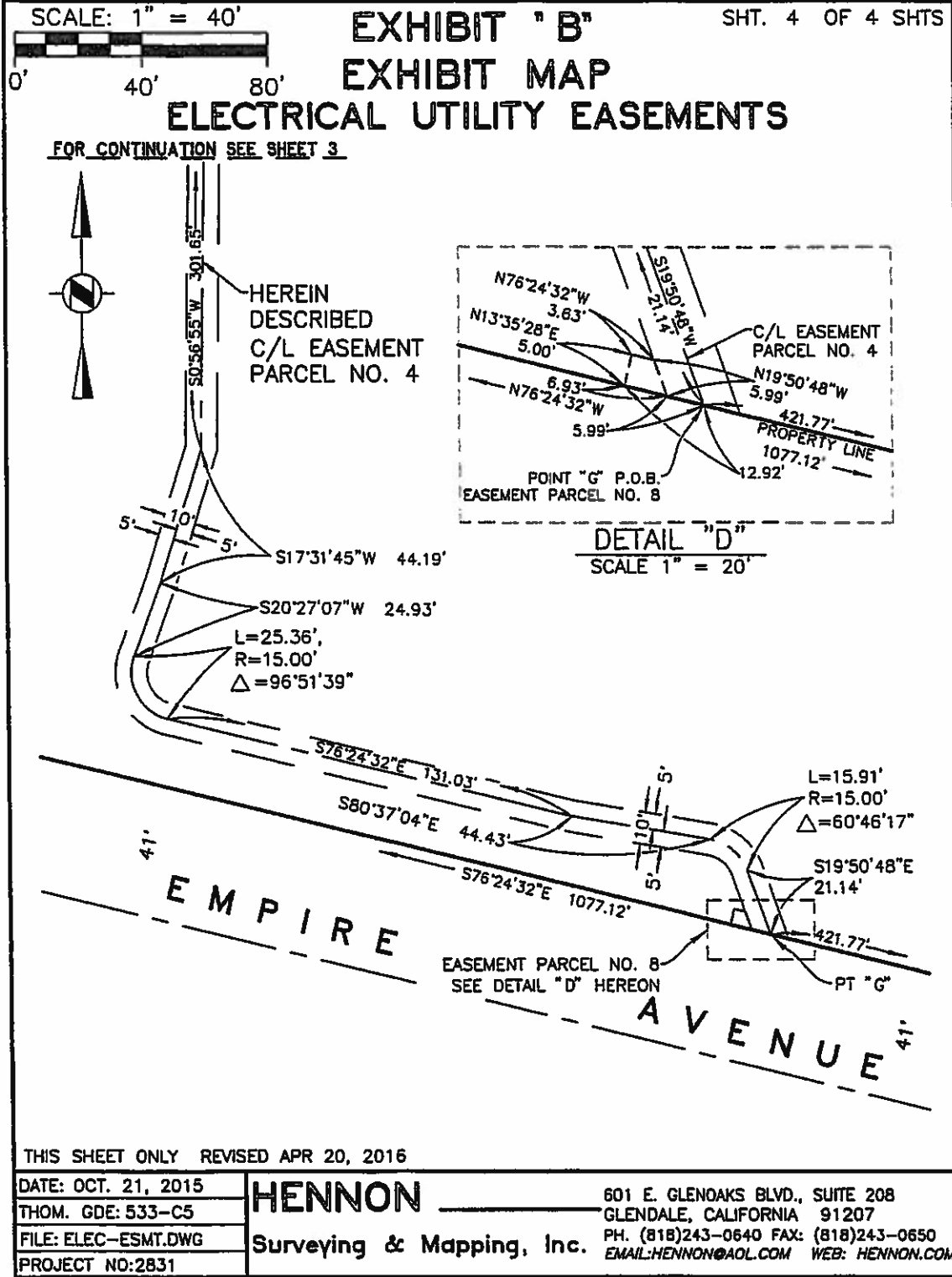
HENNON

Surveying & Mapping, Inc.

601 E. GLENOAKS BLVD., SUITE 208
GLENDAL, CALIFORNIA 91207
PH. (818)243-0640 FAX: (818)243-0650
EMAIL: HENNON@AOL.COM WEB: HENNON.COM



DATE: OCT. 21, 2015	HENNON	601 E. GLENOAKS BLVD., SUITE 208	
THOM. GDE: 533-C5		GLENDALE, CALIFORNIA 91207	
FILE: ELEC-ESMT.DWG		PH. (818)243-0640 FAX: (818)243-0650	
PROJECT NO:2831		EMAIL: HENNON@AOL.COM WEB: HENNON.COM	
		Surveying & Mapping, Inc.	



CERTIFICATE OF AUTHORITY TO ACCEPT

I hereby certify that on January 26, 1993, the Council of the City of Burbank duly and regularly adopted its City Ordinance No. 3331, which is in part as follows:

"That the City Manager of this City is hereby authorized to accept in the name and on behalf of the City of Burbank deeds or grants conveying to the City of Burbank, a municipal corporation, for public purposes any interests in or easements upon real estate; that the City Manager is hereby authorized to consent to the recordation of such deeds or grants; and that all such acceptances of said instruments and such consents to recordation thereof shall be made by the City Manager by his certificate in substantially the form prescribed by Section 27281 of the Government Code."

That said Ordinance has not been rescinded and is in full force and effect.

Witness my hand and the official seal of the City of Burbank this _____ day of _____, 2016.

Deputy City Clerk, City of Burbank

CERTIFICATE OF ACCEPTANCE
(Gov't Code, Section 27281)

This is to certify that the interest in or easement upon real estate conveyed to the City of Burbank by the Corrective Easement Deed (Electrical Utility Easements to City of Burbank) dated _____, 2016 from Burbank, Glendale, Pasadena Airport Authority, a public entity, is hereby accepted by the undersigned officer in the name and on behalf of the City Council of the City of Burbank, a municipal corporation, pursuant to authority conferred by Ordinance No. 3331 of said Council adopted on January 26, 1993, and the grantee consents to recordation thereof by its duly authorized officer.

Dated at Burbank, California, this _____ day of _____, 2016.

CITY OF BURBANK
a municipal corporation

By: _____
Print Name: _____
Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

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

APN: 2466-011-912

Space Above This Line for Recorder's Use

The undersigned declares that this document is recorded at the request of and for the benefit of the City of Burbank and therefore is exempt from the payment of the recording fee pursuant to Government Code § 6103 and § 27383 and from the payment of the Documentary Transfer Tax pursuant to Revenue and Taxation Code § 11922.

CORRECTIVE EASEMENT DEED
(Potable Water Main Easement to City of Burbank)

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX is \$ 0.00
☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens of encumbrances remaining at time of sale.
☐ Unincorporated area ☒ City of Burbank

THE EASEMENT DESCRIBED HEREIN **CORRECTS** THE EASEMENT IN THAT CERTAIN EASEMENT DEED DATED DECEMBER 15, 2009 EXECUTED BY GRANTOR IN FAVOR OF GRANTEE WHICH WAS RECORDED ON MARCH 11, 2010 IN THE OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, AS DOCUMENT NO. 20100339734.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged **THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, a public entity ("Grantor")** hereby **GRANTS to the CITY OF BURBANK, a municipal corporation ("Grantee")**, a permanent easement and right of way for water utility purposes in, over, under, along, upon and across the following described real property in the City of Burbank, County of Los Angeles, State of California (the "**Easement Area**"):

Please see the legal description attached hereto as Exhibit "A" and the map attached hereto as Exhibit "B".

On the property commonly known as 2627 N. Hollywood Way, Burbank, CA 91505.

Date: _____, 2016

THE BURBANK-GLENDALE-PASADENA AIRPORT
AUTHORITY, a public entity

By: _____
DAN FEGER, Executive Director

APPROVED:

CITY OF BURBANK

By: _____
Print Name: _____
Title: _____

Attest:

City Clerk

State of California)
County of Los Angeles)

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

-3-

State of California)
County of Los Angeles)

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

Approved as to legal description:

By: _____
City Engineer, City of Burbank

Approved as to form:

City Attorney, City of Burbank

I certify that this document covers City Business within the meaning of Section 6103 of the Government Code.

City Clerk, City of Burbank

EXHIBIT 'A'

LEGAL DESCRIPTION OF POTABLE WATER MAIN EASEMENT AREA

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:

A STRIP OF LAND, 15.00 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE IN THE GENERAL EASTERLY LINE OF PARCEL ONE OF PARCEL MAP NO. 27048, AS SHOWN ON MAP FILED IN BOOK 361 PAGES 25 TO 27 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AS HAVING A BEARING AND LENGTH OF "N01°00'12"E 20.00 FEET", SAID COURSE ALSO BEING SHOWN ON RECORD OF SURVEY FILED IN BOOK 219 PAGE 39 OF RECORDS OF SURVEYS IN SAID RECORDER'S OFFICE AS HAVING A BEARING AND LENGTH OF "N1°11'18"E 20.00 FEET"; THENCE ALONG SAID LINE S1°11'18"W 16.91 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT A-1; THENCE CONTINUING ALONG SAID LINE AND ITS SOUTHERLY PROLONGATION S1°11'18"W 11.93 FEET; THENCE LEAVING SAID PROLONGATION N89°03'02"W 114.15 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT A-2; THENCE CONTINUING, N89°03'02"W 25.76 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT A-3; THENCE CONTINUING, N89°03'02"W 60.43 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT A-4; THENCE CONTINUING, N89°03'02"W 45.07 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT A-5; THENCE CONTINUING, N89°03'02"W 51.28 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT A-6; THENCE CONTINUING, N89°03'02"W 80.87 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT A-7; THENCE CONTINUING, N89°03'02"W 42.98 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT A-8; THENCE CONTINUING, N89°03'02"W 170.17 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT A-9; THENCE CONTINUING, N89°03'02"W 172.84 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT A-10; THENCE CONTINUING, N89°03'02"W 46.16 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT A-11; THENCE CONTINUING, N89°03'02"W 71.05 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT A-12; THENCE CONTINUING, N89°03'02"W 199.11 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT A-19; THENCE CONTINUING N89°03'02"W 30.56 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT A-20; THENCE CONTINUING N89°03'02"W 98.71 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT A-13

THE SIDELINES OF SAID STRIP OF LAND SHALL BE LENGTHENED AND OR SHORTENED SO AS TO TERMINATE ON THEIR VERTICES AND SO AS TO TERMINATE NORTHERLY ON THE SOUTHERLY LINE OF SAID PARCEL ONE OF SAID PARCEL MAP NO. 27048.

EXCEPT THAT PORTION LYING WITHIN SAID PARCEL ONE OF SAID PARCEL MAP NO. 27048 AS SHOWN ON SAID PARCEL MAP FILED IN BOOK 361 PAGES 25 TO 27 INCLUSIVE OF PARCEL MAPS, IN SAID RECORDER'S OFFICE.

PARCEL "A-1"

TOGETHER WITH A STRIP OF LAND HEREINAFTER REFERRED TO AS LINE "A-1", 15.00 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "A-1"; THENCE S88°48'42"E 12.50 FEET.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE HEREINABOVE DESCRIBED PARCEL A.

PARCEL "A-2"

TOGETHER WITH A STRIP OF LAND HEREINAFTER REFERRED TO AS LINE "A-2", 20.00 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "A-2"; THENCE N0°56'58"E 9.30 FEET TO THE SOUTHERLY LINE OF SAID PARCEL ONE OF PARCEL MAP 27048.

THE SIDELINES OF SAID STRIP OF LAND SHALL BE LENGTHENED AND OR SHORTENED SO AS TO TERMINATE NORTHERLY ON SAID SOUTHERLY LINE OF SAID PARCEL ONE OF SAID PARCEL MAP NO. 27048.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE HEREINABOVE DESCRIBED PARCEL A.

PARCEL "A-3"

TOGETHER WITH A STRIP OF LAND HEREINAFTER REFERRED TO AS LINE "A-3", 15.00 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "A-3"; THENCE S0°56'58"W, 25.02 FEET TO A POINT ON THE NORTHERLY LINE OF PARCEL ONE OF PARCEL MAP NO. 27048-01 AS PER MAP FILED IN BOOK 361 PAGES 28 TO 30 INCLUSIVE OF PARCEL MAPS, IN SAID RECORDER'S OFFICE, SAID POINT ALSO BEING THE NORTHERLY TERMINUS OF THE CENTERLINE OF AN EASEMENT 15.00 FEET IN WIDTH FOR WATER PIPELINE PURPOSES OF THE CITY OF BURBANK AS DEDICATED AND SHOWN ON SAID MAP OF SAID PARCEL MAP NO. 27048-01.

THE SIDELINES OF SAID STRIP OF LAND SHALL BE LENGTHENED AND OR SHORTENED SO AS TO TERMINATE SOUTHERLY ON SAID NORTHERLY LINE OF SAID PARCEL ONE OF SAID PARCEL MAP NO. 20748-01.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE HEREINABOVE DESCRIBED PARCEL A.

PARCEL "A-4"

TOGETHER WITH A STRIP OF LAND HEREINAFTER REFERRED TO AS LINE "A-4", 15.00 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "A-4"; THENCE S0°56'58"W, 26.32 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL ONE OF SAID PARCEL MAP NO.20748-01.

THE SIDELINES OF SAID STRIP OF LAND SHALL BE LENGTHENED AND OR SHORTENED SO AS TO TERMINATE SOUTHERLY ON SAID NORTHERLY LINE OF SAID PARCEL ONE OF SAID PARCEL MAP NO. 20748-01 AND ITS WESTERLY PROLONGATION.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE HEREINABOVE DESCRIBED PARCEL A.

PARCEL "A-5"

TOGETHER WITH A STRIP OF LAND HEREINAFTER REFERRED TO AS LINE "A-5", 15.00 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "A-5"; THENCE S0°56'58"VV, 29.03 FEET.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE HEREINABOVE DESCRIBED PARCEL A.

PARCEL "A-6"

TOGETHER WITH A STRIP OF LAND HEREINAFTER REFERRED TO AS LINE "A-6", 15.00 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "A-6"; THENCE N0°56'58"E 10.07 FEET TO THE SOUTHERLY LINE OF SAID PARCEL ONE OF PARCEL MAP NO. 27048.

THE SIDELINE OF SAID STRIP OF LAND SHALL BE LENGTHENED AND OR SHORTENED SO AS TO TERMINATE NORTHERLY ON SAID SOUTHERLY LINE OF SAID PARCEL ONE OF SAID PARCEL MAP NO. 27048.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE HEREINABOVE DESCRIBED PARCEL A.

PARCEL "A-7"

TOGETHER WITH A STRIP OF LAND HEREINAFTER REFERRED TO AS LINE "A-7", 15.00 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "A-7"; THENCE S0°56'58"W 9.30 FEET.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE HEREINABOVE DESCRIBED PARCEL A.

PARCEL "A-8"

TOGETHER WITH A STRIP OF LAND HEREINAFTER REFERRED TO AS LINE "A-8", 15.00 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "A-8"; THENCE N0°56'58"E 17.50 FEET.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE HEREINABOVE DESCRIBED PARCEL A.

PARCEL "A-9"

TOGETHER WITH A STRIP OF LAND HEREINAFTER REFERRED TO AS LINE "A-9", 15.00 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "A-9"; THENCE S0°56'58"W 30.70 FEET.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE HEREINABOVE DESCRIBED PARCEL A.

PARCEL "A-10"

TOGETHER WITH A STRIP OF LAND HEREINAFTER REFERRED TO AS LINE "A-10", 32.00 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "A-10"; THENCE N0°56'58"E 16.50 FEET.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE HEREINABOVE DESCRIBED PARCEL A.

PARCEL "A-11"

TOGETHER WITH A STRIP OF LAND HEREINAFTER REFERRED TO AS LINE "A-11", 15.00 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "A-11"; THENCE S0°56'55"W, 277.61 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A-14"; THENCE CONTINUING S0°56'55"W 158.52 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A-21"; THENCE CONTINUING S0°56'55"W 43.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A-15"; THENCE S0°56'55"W, 3.87 FEET; THENCE N89°00'45"W, 92.53 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A-16"; THENCE CONTINUING N89°00'45"W 110.20 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A-17"; THENCE CONTINUING N89°00'45"W 201.83 FEET; THENCE S00°35'40"W 0.81 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A-18"; THENCE CONTINUING S00°35'40"W 24.30 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT A-25; THENCE CONTINUING S00°35'40"W 148.14 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF EMPIRE AVENUE, LYING 41 FEET NORTHEASTERLY OF, MEASURED AT RIGHT ANGLES FROM, THE CENTERLINE OF SAID EMPIRE AVENUE AS SHOWN ON SAID RECORD OF SURVEY FILED IN BOOK 219 PAGE 39 OF RECORDS OF SURVEYS, IN SAID RECORDER'S OFFICE.

THE SIDELINES OF SAID STRIP OF LAND SHALL BE LENGTHENED AND OR SHORTENED SO AS TO TERMINATE AT THEIR VERTICES AND SO AS TO TERMINATE SOUTHERLY ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID EMPIRE AVENUE.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE HEREINABOVE DESCRIBED PARCEL A.

PARCEL "A-12"

TOGETHER WITH A STRIP OF LAND HEREINAFTER REFERRED TO AS LINE "A-12", 15.00 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "A-12"; THENCE N0°56'58"E 18.83 FEET.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE HEREINABOVE DESCRIBED PARCEL A.

PARCEL "A-13"

TOGETHER WITH 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:

BEGINNING AT SAID POINT "A-13"; THENCE N0°56'58"E, 37.94 FEET; THENCE N89°03'02"W, 39.20 FEET; THENCE S0°56'58"W, 9.35 FEET; THENCE S44°03'05"E, 51.04 FEET; THENCE S89°03'02"E, 3.11 FEET; THENCE N0°56'58"E, 7.50 FEET TO SAID POINT "A-13".

PARCEL "A-14"

TOGETHER WITH A STRIP OF LAND HEREINAFTER REFERRED TO AS LINE "A-14", 15.00 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "A-14"; THENCE N89°03'05"W 29.69 FEET.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE HEREINABOVE DESCRIBED PARCEL "A-11".

PARCEL "A-15"

TOGETHER WITH A STRIP OF LAND HEREINAFTER REFERRED TO AS LINE "A-15", 15.00 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "A-15"; THENCE N89°03'05"E, 21.12 FEET; THENCE S1°42'45"E, 22.16 FEET; THENCE S88°17'15"E, 20.00 FEET.

THE SIDELINES OF SAID STRIP OF LAND SHALL BE LENGTHENED AND OR SHORTENED SO AS TO TERMINATE ON THEIR VERTICES.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE HEREINABOVE DESCRIBED PARCEL "A-11".

PARCEL "A-16"

TOGETHER WITH A STRIP OF LAND HEREINAFTER REFERRED TO AS LINE "A-16", 20.00 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "A-16"; THENCE N00°56'55"E 29.09 FEET.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE HEREINABOVE DESCRIBED PARCEL "A-11".

PARCEL "A-17"

TOGETHER WITH A STRIP OF LAND HEREINAFTER REFERRED TO AS LINE "A-17", 10.00 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "A-17"; THENCE N00°56'55"E 24.00 FEET; THENCE S89°00'45"E 10.00 FEET.

THE SIDELINES OF SAID STRIP OF LAND SHALL BE LENGTHENED AND OR SHORTENED SO AS TO TERMINATE AT THEIR VERTICES.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE HEREINABOVE DESCRIBED PARCEL A-11

PARCEL "A-18"

TOGETHER WITH A STRIP OF LAND HEREINAFTER REFERRED TO AS LINE "A-18", 10.00 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "A-18"; THENCE N89°00'45"W 17.70 FEET; THENCE N00°35'40"E 17.56 FEET.

PARCEL "A-19"

TOGETHER WITH A STRIP OF LAND HEREINAFTER REFERRED TO AS LINE "A-19", 10.00 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "A-19"; THENCE S00°56'55"W 17.37 FEET.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE HEREINABOVE DESCRIBED PARCEL A

PARCEL "A-20"

TOGETHER WITH A STRIP OF LAND HEREINAFTER REFERRED TO AS LINE "A-20", 10.00 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "A-20"; THENCE S00°56'55"W 15.63 FEET.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE HEREINABOVE DESCRIBED PARCEL A

PARCEL "A-21"

TOGETHER WITH A STRIP OF LAND HEREINAFTER REFERRED TO AS LINE "A-21", 15.00 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "A-21"; THENCE S89°07'04"E 405.91 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A-22"; THENCE CONTINUING S89°07'04"E 153.84 FEET; THENCE S46°38'53"E 62.41 FEET; THENCE S88°22'31"E 36.86 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A-23"; THENCE S01°42'45"W 27.21 FEET; THENCE S89°41'23"E 23.81 FEET; THENCE S45°11'04"E 39.43 FEET; THENCE S03°41'25"W 3.90 FEET TO

A POINT HEREINAFTER REFERRED TO AS POINT "A-24; THENCE CONTINUING S03°41'25"W 13.92 FEET.

THE SIDELINES OF SAID STRIP OF LAND SHALL BE LENGTHENED AND OR SHORTENED SO AS TO TERMINATE AT THEIR VERTICES.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE HEREINABOVE DESCRIBED PARCEL A-11

PARCEL "A-22"

TOGETHER WITH A STRIP OF LAND HEREINAFTER REFERRED TO AS LINE "A-22", 15.00 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "A-22"; THENCE N00°52'56"E 20.91 FEET; THENCE N39°50'34"W 28.15 FEET.

THE SIDELINES OF SAID STRIP OF LAND SHALL BE LENGTHENED AND OR SHORTENED SO AS TO TERMINATE AT THEIR VERTICES.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE HEREINABOVE DESCRIBED PARCEL A-21

PARCEL "A-23"

TOGETHER WITH A STRIP OF LAND HEREINAFTER REFERRED TO AS LINE "A-23", 15.00 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "A-23"; THENCE N01°42'45"E, 19.20 FEET TO A POINT ON THE SOUTHERLY LINE OF PARCEL THREE OF PARCEL MAP NO. 27048-01 AS PER MAP FILED IN BOOK 361 PAGES 28 TO 30 INCLUSIVE OF PARCEL MAPS, IN SAID RECORDER'S OFFICE, SAID POINT ALSO BEING THE SOUTHERLY TERMINUS OF THE CENTERLINE OF AN EASEMENT 15.00 FEET IN WIDTH FOR WATER PIPELINE PURPOSES OF THE CITY OF BURBANK AS DEDICATED AND SHOWN ON SAID MAP OF SAID PARCEL MAP NO. 27048-01.

THE SIDELINES OF SAID STRIP OF LAND SHALL BE LENGTHENED AND OR SHORTENED SO AS TO TERMINATE NORTHERLY ON SAID SOUTHERLY LINE OF SAID PARCEL THREE OF SAID PARCEL MAP NO. 20748-01.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE HEREINABOVE DESCRIBED PARCEL "A-21".

PARCEL "A-24"

TOGETHER WITH A STRIP OF LAND HEREINAFTER REFERRED TO AS LINE "A-24", 15.00 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "A-24"; THENCE S86°18'35"E 4.32 FEET; THENCE S44°10'54"E 12.31 FEET; THENCE N89°37'12"E 18.19 FEET.

THE SIDELINES OF SAID STRIP OF LAND SHALL BE LENGTHENED AND OR SHORTENED SO AS TO TERMINATE AT THEIR VERTICES.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE HEREINABOVE DESCRIBED
PARCEL A-21

PARCEL "A-25"

TOGETHER WITH A STRIP OF LAND HEREINAFTER REFERRED TO AS LINE "A-25", 15.00 FEET
WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT "A-25"; THENCE N89°24'20"W, 25.08 FEET.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE HEREINABOVE DESCRIBED
PARCEL A-11.

SEE ALSO THE ATTACHED EXHIBIT "B".

EXHIBIT "B"

MAP SHOWING LOCATION OF POTABLE WATER MAIN EASEMENT AREA

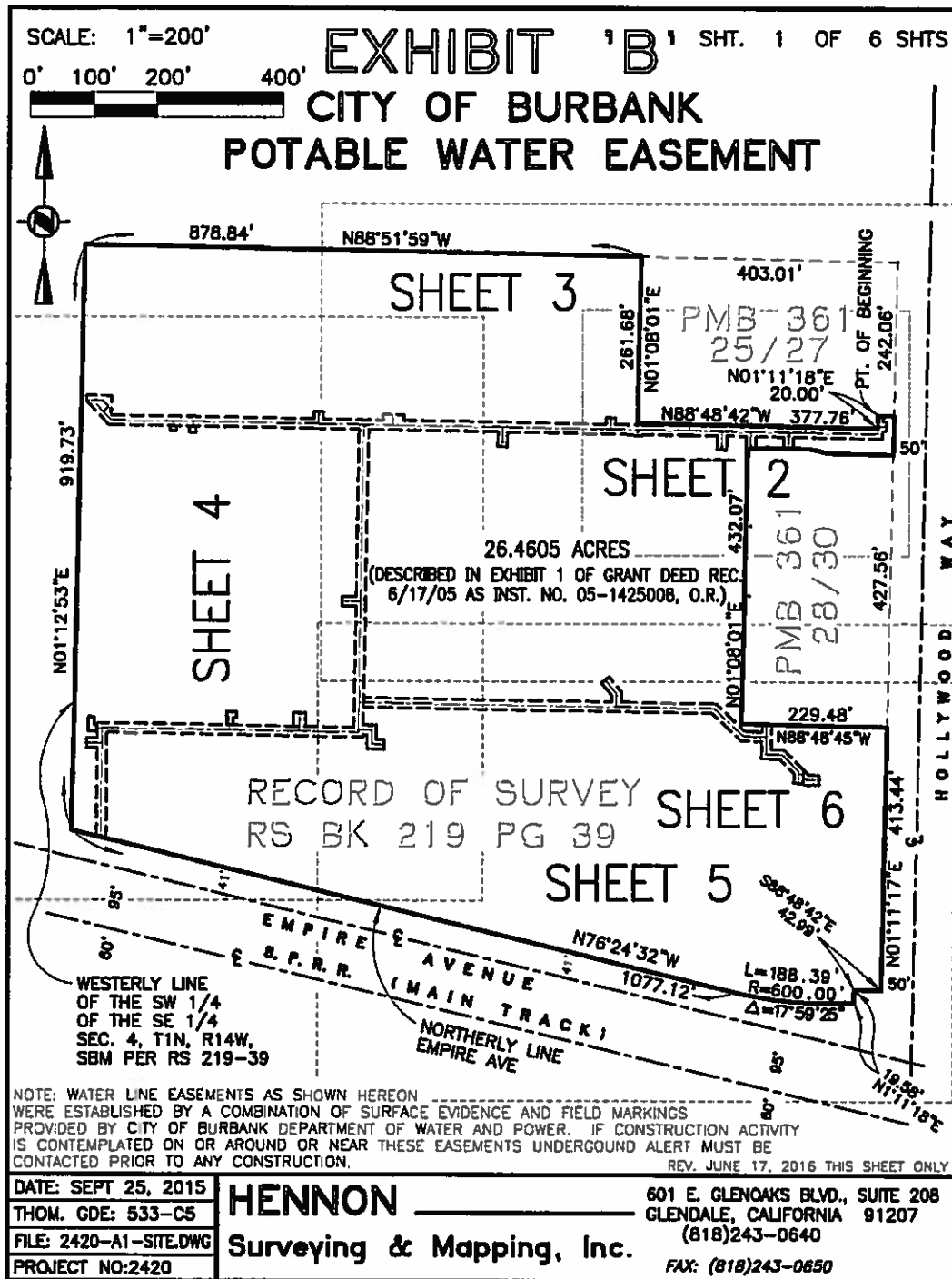


EXHIBIT 'B'

SHT. 2 OF 6 SHTS

RECORD OF SURVEY

RS BK 219 PG 39

(DESCRIBED IN EXHIBIT 1 OF GRANT DEED REC.
6/17/05 AS INST. NO. 05-1425008, O.R.)

26.4605 ACRES

LINE	DISTANCE	BEARING
L1	11.93'	S 1° 11' 18" W
L2	9.30'	N 0° 56' 58" E
L3	25.02'	S 0° 56' 58" W
L4	29.03'	S 0° 56' 58" W
L5	26.32'	S 0° 56' 58" W
L6	10.07'	N 0° 56' 58" E
L7	9.30'	S 0° 56' 58" W
L8	170.17'	N 89° 03' 02" W

LINE DATA:

N01°08'01"E 432.07'

PM NO. 27048-01
PMB 361
PGS 28/30



SCALE: 1"=60'
427.56'

HOLLYWOOD

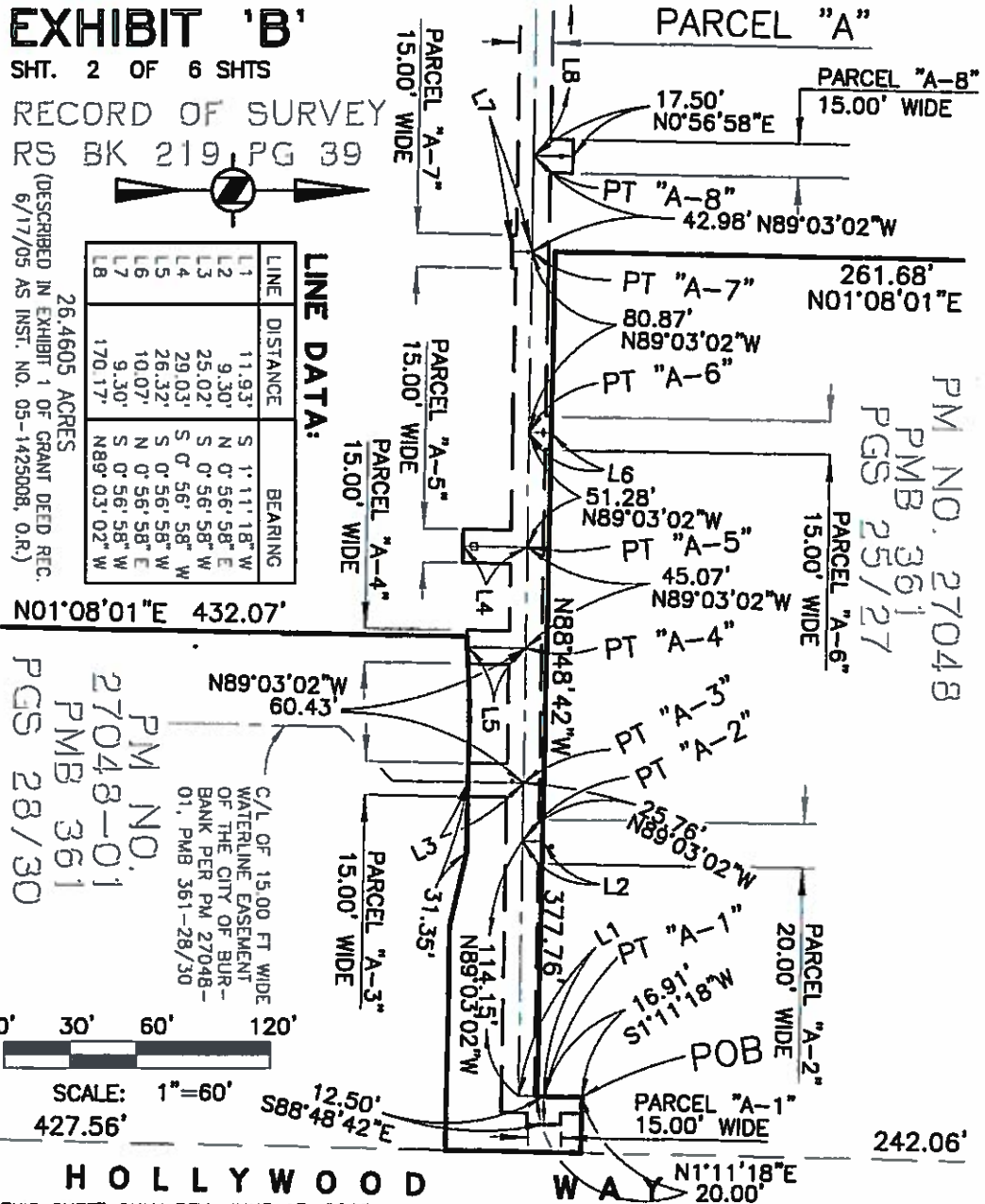
THIS SHEET ONLY REV. JUNE 17, 2016

DATE: SEPT 25, 2015
THOM. GDE: 533-CS
FILE: 2420-A1-SITE.DWG
PROJECT: 2420

HENNON

Surveying & Mapping, Inc.

601 E. GLENOAKS BLVD., SUITE 208
GLENDALE, CALIFORNIA 91207
(818)243-0640
FAX: (818)243-0650

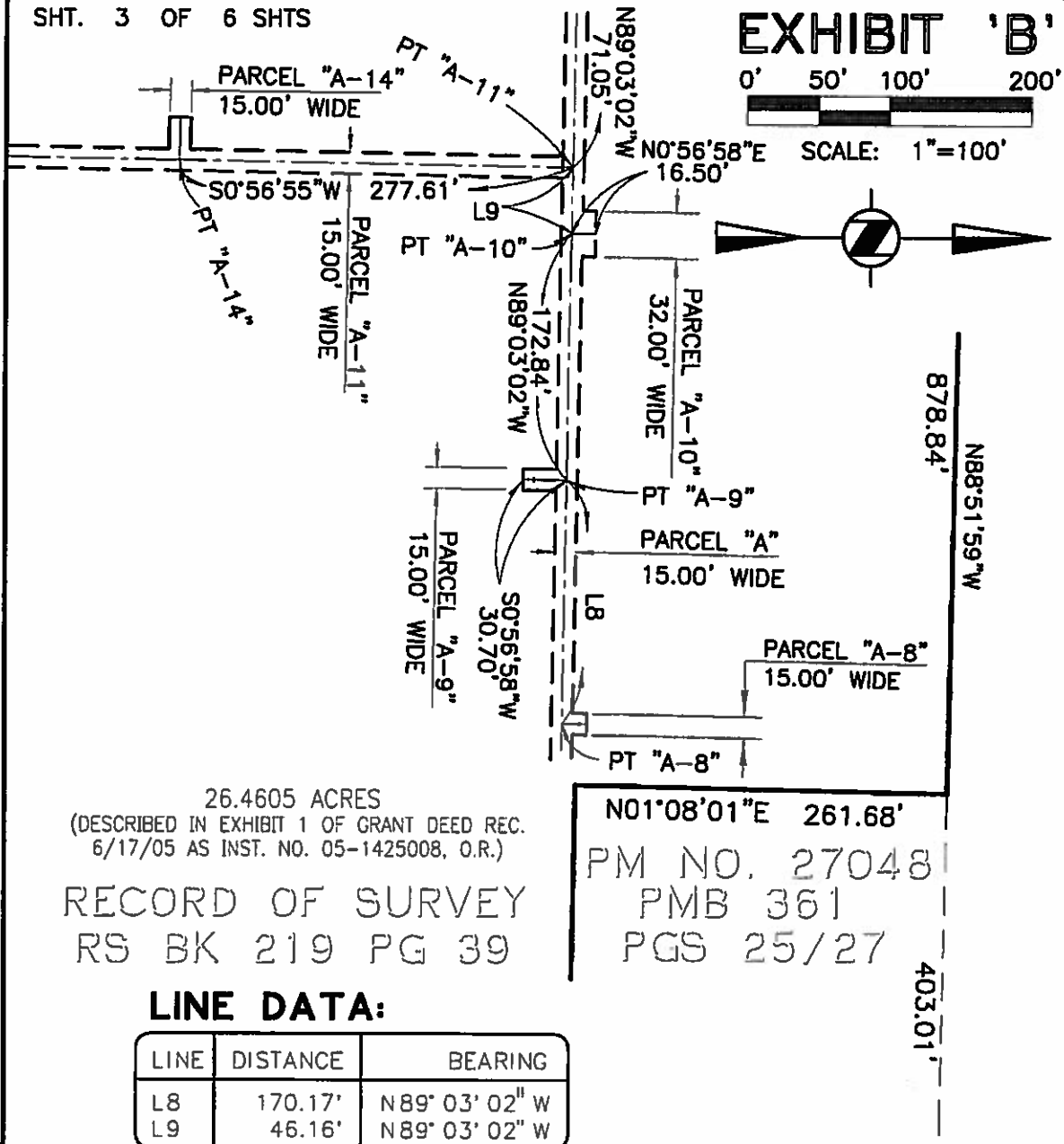
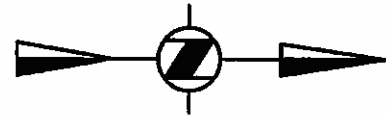


SHT. 3 OF 6 SHTS

EXHIBIT 'B'

0' 50' 100' 200'

SCALE: 1"=100'



26.4605 ACRES
(DESCRIBED IN EXHIBIT 1 OF GRANT DEED REC.
6/17/05 AS INST. NO. 05-1425008, O.R.)

RECORD OF SURVEY
RS BK 219 PG 39

N01°08'01"E 261.68'
PM NO. 27048
PMB 361
PGS 25/27

LINE DATA:

LINE	DISTANCE	BEARING
L8	170.17'	N89° 03' 02" W
L9	46.16'	N89° 03' 02" W

THIS SHEET ONLY REV. JUNE 13, 2016

DATE: SEPT 25, 2015
THOM. GDE: 533-C5
FILE: 2420-A1-SITE.DWG
PROJECT NO:2420

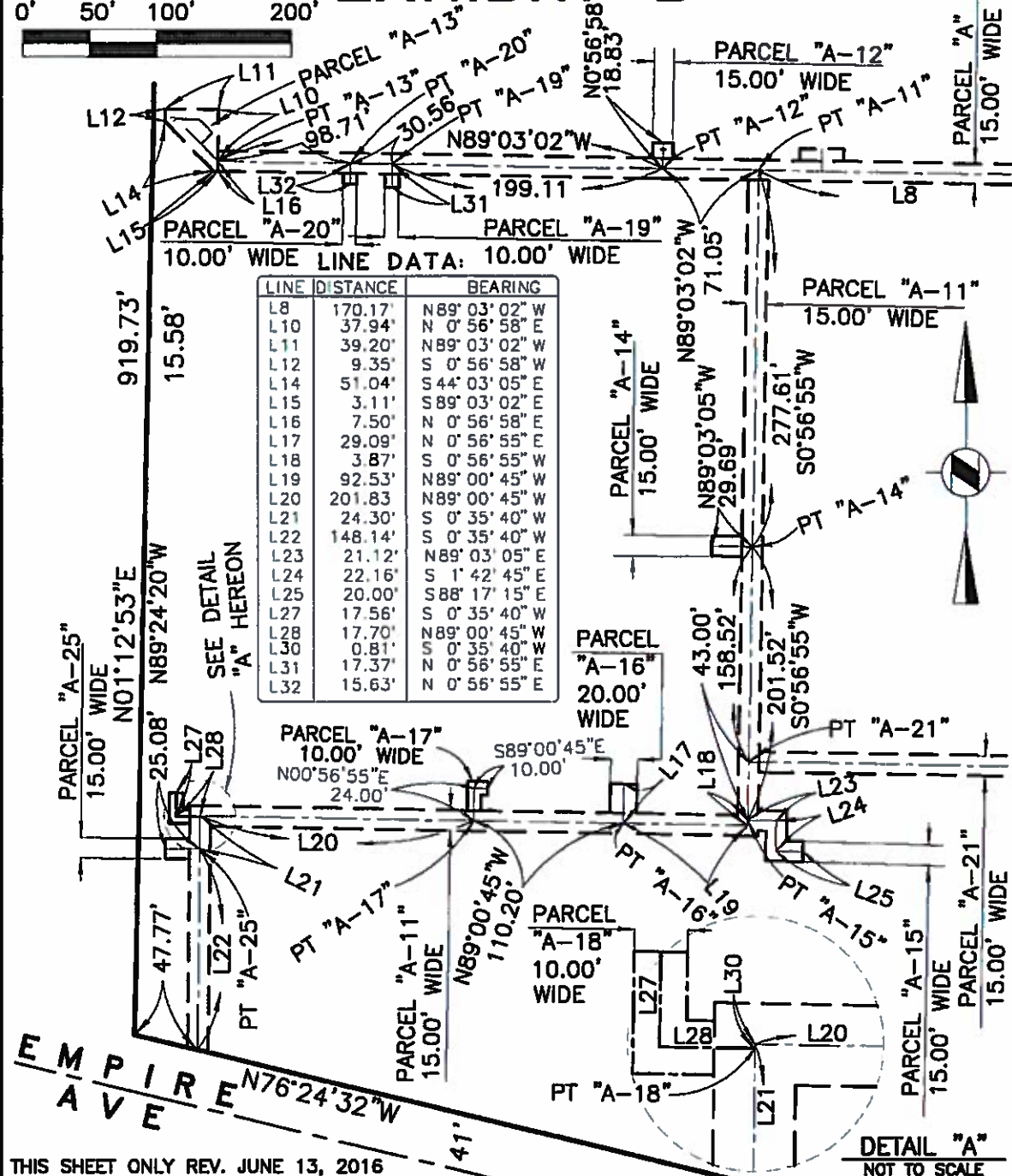
HENNON
Surveying & Mapping, Inc.

601 E. GLENOAKS BLVD., SUITE 208
GLENDALE, CALIFORNIA 91207
(818)243-0640
FAX: (818)243-0650

SCALE: 1"=100'

0' 50' 100' 200'

EXHIBIT 'B' SHT. 4 OF 6 SHTS



THIS SHEET ONLY REV. JUNE 13, 2016

DATE: SEPT 25, 2015
THOM. GDE: 533-C5
FILE: 2420-A1-SITE.DWG
PROJECT NO:2420

HENNON
Surveying & Mapping, Inc.

601 E. GLENOAKS BLVD., SUITE 208
GLENDALE, CALIFORNIA 91207
(818)243-0640
FAX: (818)243-0650



SHT. 6 OF 6 SHTS

EXHIBIT 'B'

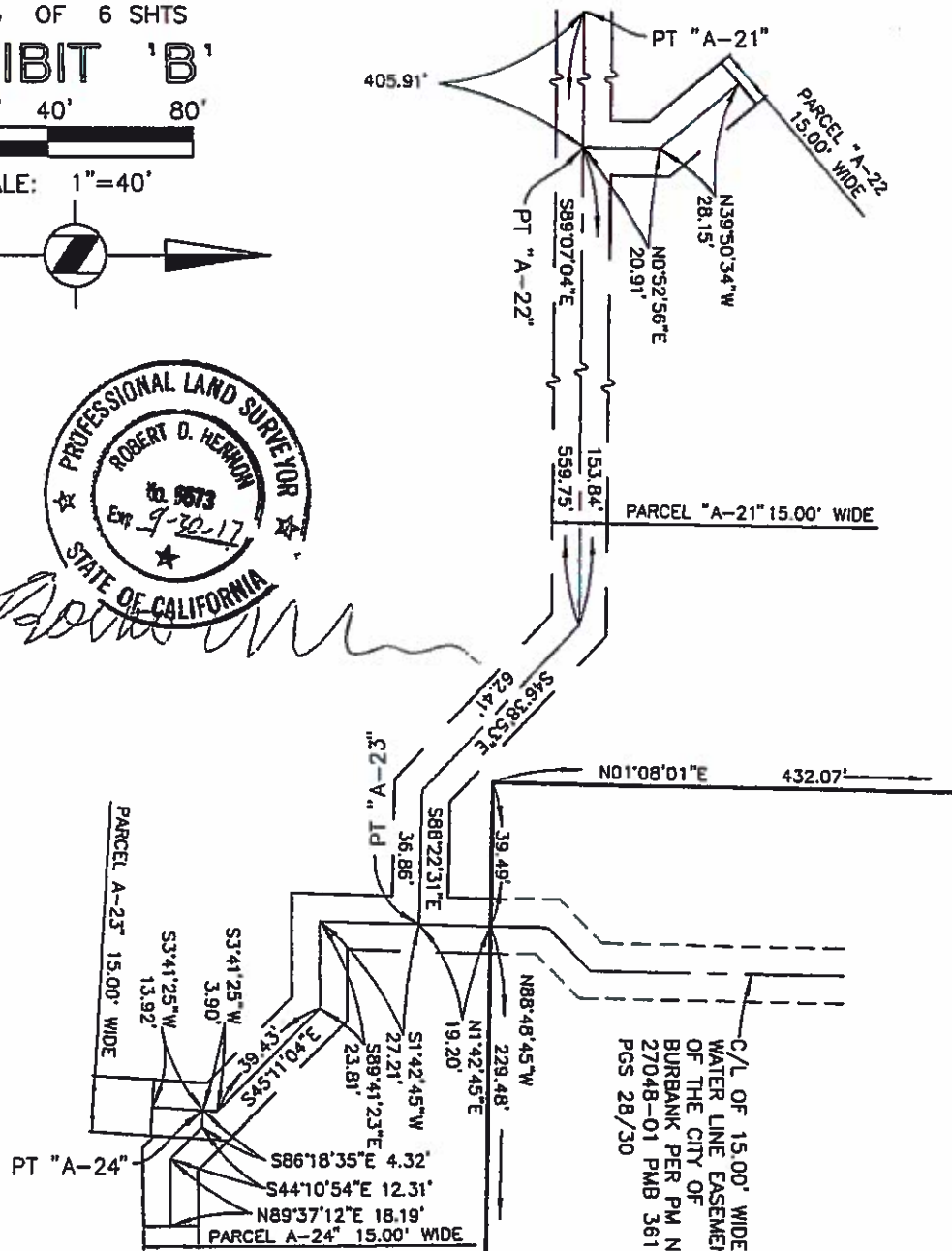
0' 20' 40' 80'



SCALE: 1"=40'



Robert O. Hennon



DETAIL "A"

1" = 40'

DATE: SEPT 25, 2015
THOM. GDE: 533-C5
FILE: 2420-A1-SITE.DWG
PROJECT NO:2420

HENNON

Surveying & Mapping, Inc.

601 E. GLENOAKS BLVD., SUITE 208
GLENDALE, CALIFORNIA 91207
(818)243-0640
EMAIL: HENNON@AOL.COM

CERTIFICATE OF AUTHORITY TO ACCEPT

I hereby certify that on January 26, 1993, the Council of the City of Burbank duly and regularly adopted its City Ordinance No. 3331, which is in part as follows:

"That the City Manager of this City is hereby authorized to accept in the name and on behalf of the City of Burbank deeds or grants conveying to the City of Burbank, a municipal corporation, for public purposes any interests in or easements upon real estate; that the City Manager is hereby authorized to consent to the recordation of such deeds or grants; and that all such acceptances of said instruments and such consents to recordation thereof shall be made by the City Manager by his certificate in substantially the form prescribed by Section 27281 of the Government Code."

That said Ordinance has not been rescinded and is in full force and effect.

Witness my hand and the official seal of the City of Burbank this _____ day of _____, 2016.

Deputy City Clerk, City of Burbank

CERTIFICATE OF ACCEPTANCE
(Gov't Code, Section 27281)

This is to certify that the interest in or easement upon real estate conveyed to the City of Burbank by the Corrective Easement Deed (Potable Water Main Easement to City of Burbank) dated _____, 2016 from Burbank, Glendale, Pasadena Airport Authority, a public entity, is hereby accepted by the undersigned officer in the name and on behalf of the City Council of the City of Burbank, a municipal corporation, pursuant to authority conferred by Ordinance No. 3331 of said Council adopted on January 26, 1993, and the grantee consents to recordation thereof by its duly authorized officer.

Dated at Burbank, California, this _____ day of _____, 2016.

CITY OF BURBANK
a municipal corporation

By: _____
Print Name: _____
Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

State of California)
County of Los Angeles)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

12285-0019\1953974v4.doc

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

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

APN: 2466-011-912

Space Above This Line for Recorder's Use

The undersigned declares that this document is recorded at the request of and for the benefit of the City of Burbank and therefore is exempt from the payment of the recording fee pursuant to Government Code § 6103 and § 27383 and from the payment of the Documentary Transfer Tax pursuant to Revenue and Taxation Code § 11922.

CORRECTIVE EASEMENT DEED
(Reclaimed/Recycled Water Easement to City of Burbank)

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$ 0.00

☐ computed on full value of property conveyed, or

☐ computed on full value less value of liens of encumbrances remaining at time of sale.

☐ Unincorporated area ☒ City of Burbank

THE EASEMENT DESCRIBED HEREIN **CORRECTS** THE EASEMENT IN THAT CERTAIN EASEMENT DEED DATED DECEMBER 15, 2009 EXECUTED BY GRANTOR IN FAVOR OF GRANTEE WHICH WAS RECORDED ON MARCH 11, 2010 IN THE OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA AS DOCUMENT NO. 20100339738.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged **THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**, a public entity ("Grantor") hereby **GRANTS** to the **CITY OF BURBANK**, a municipal corporation ("Grantee"), a permanent easement and right of way for reclaimed water utility purposes in, over, under, along, upon and across the following described real property in the City of Burbank, County of Los Angeles, State of California (the "Easement Area"):

Please see the legal description attached hereto as Exhibit "A" and the map attached hereto as Exhibit "B".

On the property commonly known as 2627 N. Hollywood Way, Burbank, CA 91505.

Date: _____, 2016

THE BURBANK-GLENDALE-PASADENA AIRPORT
AUTHORITY, a public entity

By: _____
DAN FEGER, Executive Director

APPROVED:

CITY OF BURBANK

By: _____

Print Name: _____

Title: _____

Attest:

City Clerk

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

State of California)
County of Los Angeles)

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

-4-

Approved as to legal description:

By: _____
City Engineer, City of Burbank

Approved as to form:

City Attorney, City of Burbank

I certify that this document covers City Business within the meaning of Section 6103 of the Government Code.

City Clerk, City of Burbank

EXHIBIT 'A'

LEGAL DESCRIPTION OF RECLAIMED WATER EASEMENT AREA

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 A STRIP OF LAND 15.00 FEET WIDE, THE CENTERLINE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF PARCEL 10A OF THE JUDGEMENT AND FINAL ORDER OF CONDEMNATION RECORDED ON SEPTEMBER 23, 1968 AS INSTRUMENT NO. 1576 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE NORTHERLY AND WESTERLY LINES OF SAID PARCEL 10A, N88°48'42"W 43.00 FEET AND S1°11'18"W 19.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 600.00 FEET, A RADIAL LINE TO SAID CURVE BEARS S4°23'57"E; THENCE S88°48'42"E 5.18 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE N01°11'18"E 19.59 FEET TO A POINT ON SAID NORTHERLY LINE OF SAID PARCEL 10A; THENCE N00°51'46"E 195.68 FEET; THENCE N40°16'48"W 3.42 FEET; THENCE N00°51'46"E 11.10 FEET; THENCE N38°24'31"E 3.69 FEET; THENCE N00°51'46"E 113.64 FEET; THENCE N26°23'20"W 7.27 FEET; THENCE N64°37'54"W 151.46 FEET; THENCE N01°26'15"E 18.99 FEET TO THE SOUTHERLY LINE OF PARCEL B DESCRIBED IN EXHIBIT 4 OF INSTRUMENT NO. 05-1425008 OF SAID OFFICIAL RECORDS.

THE SIDELINES OF SAID STRIP OF LAND SHALL BE LENGTHENED AND OR SHORTENED SO AS TO TERMINATE AT THEIR VERTICES AND SO AS TO TERMINATE NORTHERLY ON SAID SOUTHERLY LINE OF PARCEL B OF SAID EXHIBIT 4.

EXCEPT ANY PORTION THEREOF WITHIN THE RIGHT-OF-WAY OF EMPIRE AVENUE OR HOLLYWOOD WAY AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 219 PAGE 39 OF RECORDS OF SURVEYS, IN THE OFFICE OF SAID COUNTY RECORDER.

PARCEL "B"

BEING A STRIP OF LAND 15.00 FEET WIDE, THE CENTERLINE BEING DESCRIBED AS FOLLOWS:

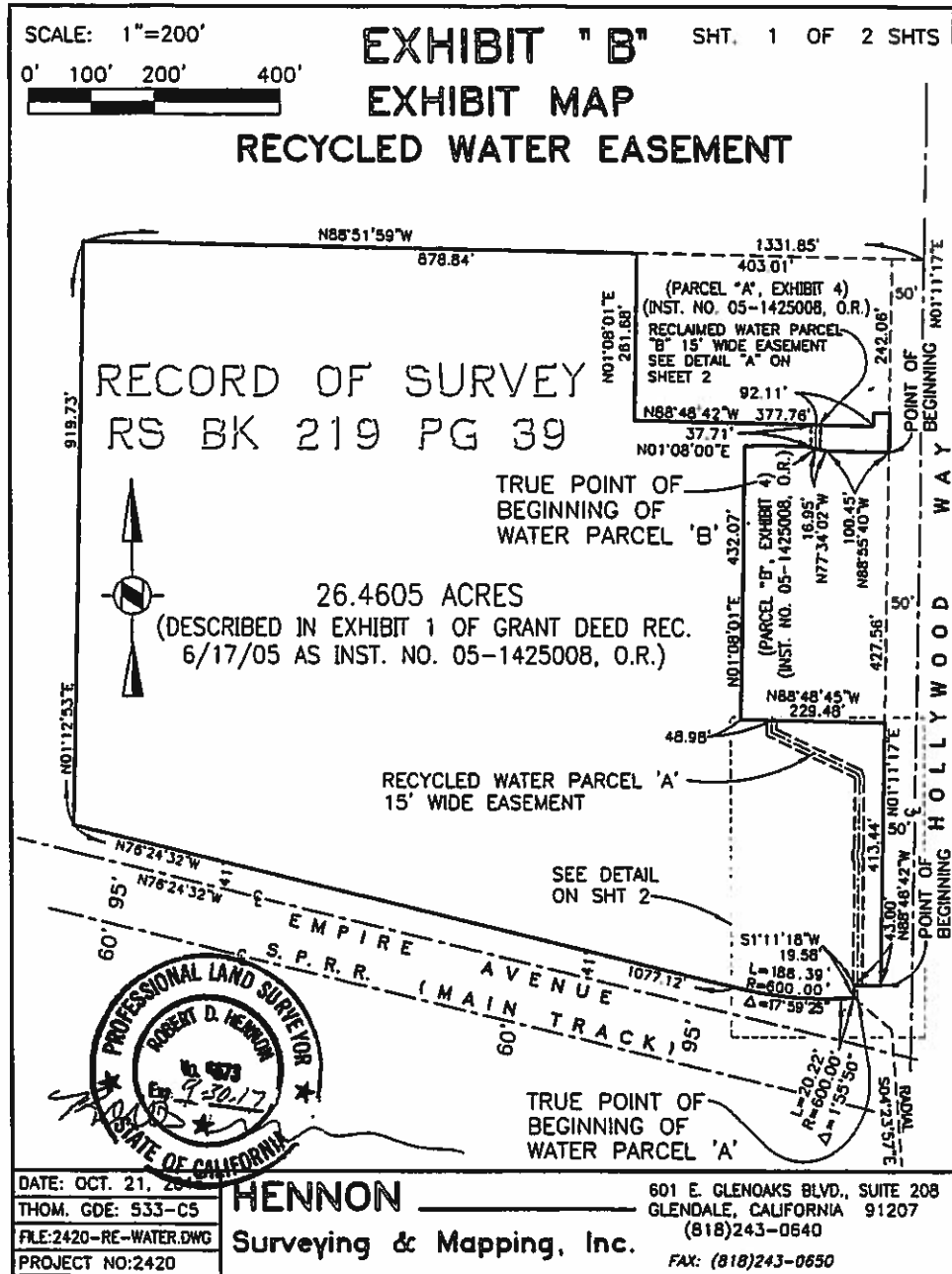
BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PARCEL "B" DESCRIBED IN EXHIBIT 4; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL, N88°55'40"W 100.45 FEET AND N77°34'02"W 16.95 FEET TO THE TRUE POINT OF BEGINNING, THENCE N01°08'00"E 37.71 FEET TO A POINT IN THE SOUTHERLY LINE OF PARCEL "A" OF SAID EXHIBIT 4, DISTANT N88°48'42"W 92.11 FEET FROM THE MOST SOUTHERLY SOUTHEASTERLY CORNER OF SAID PARCEL "A".

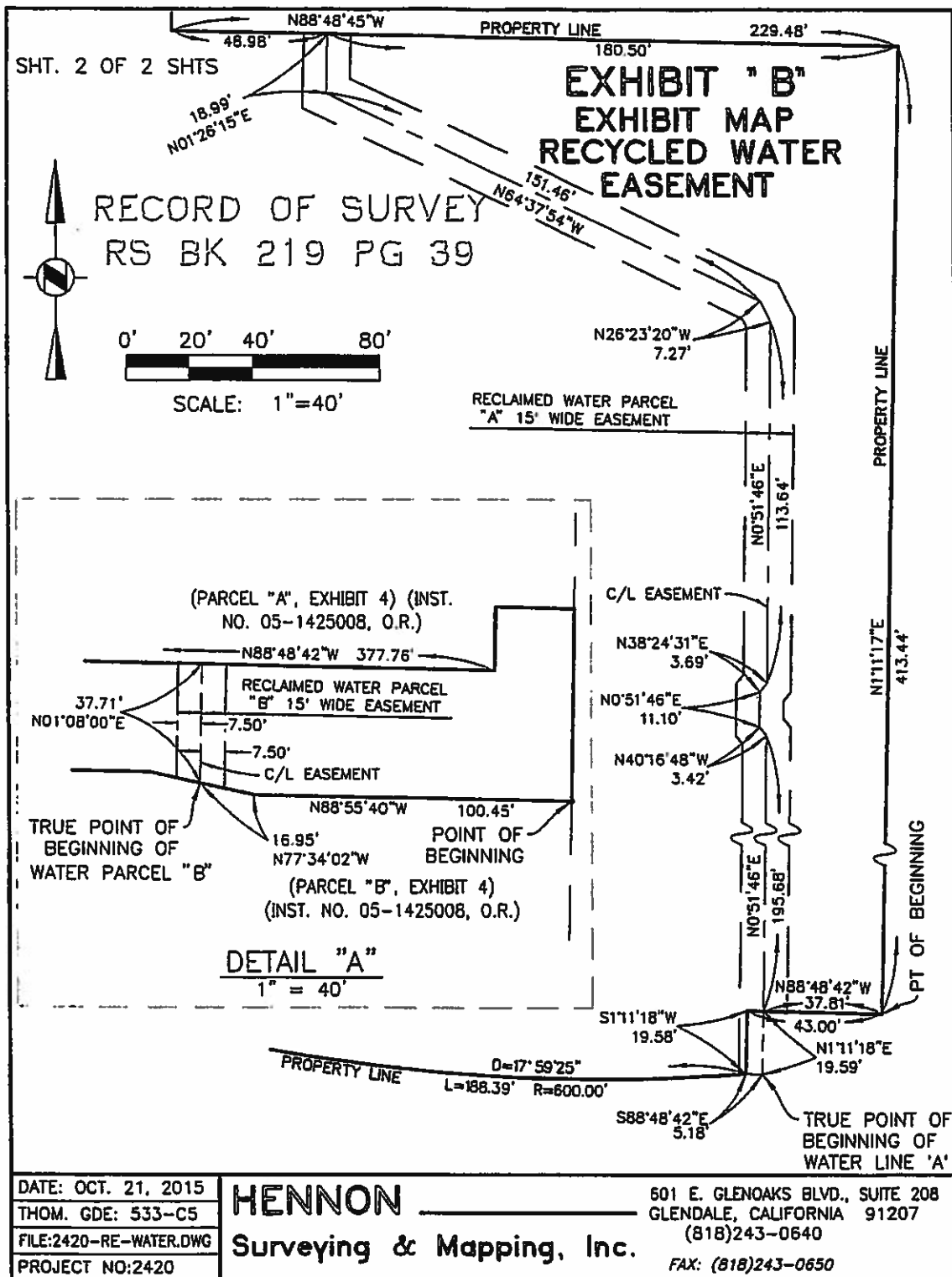
THE SIDELINES OF SAID STRIP OF LAND SHALL BE LENGTHENED AND OR SHORTENED SO AS TO TERMINATE SOUTHERLY ON THE NORTHERLY LINE OF SAID PARCEL "B" DESCRIBED IN EXHIBIT 4 AND SO AS TO TERMINATE NORTHERLY ON SAID SOUTHERLY LINE OF SAID PARCEL "A" OF SAID EXHIBIT 4.

SEE ALSO THE ATTACHED EXHIBIT "B".

EXHIBIT "B"

MAP SHOWING LOCATION OF RECLAIMED/RECYCLED WATER EASEMENT AREA





CERTIFICATE OF AUTHORITY TO ACCEPT

I hereby certify that on January 26, 1993, the Council of the City of Burbank duly and regularly adopted its City Ordinance No. 3331, which is in part as follows:

"That the City Manager of this City is hereby authorized to accept in the name and on behalf of the City of Burbank deeds or grants conveying to the City of Burbank, a municipal corporation, for public purposes any interests in or easements upon real estate; that the City Manager is hereby authorized to consent to the recordation of such deeds or grants; and that all such acceptances of said instruments and such consents to recordation thereof shall be made by the City Manager by his certificate in substantially the form prescribed by Section 27281 of the Government Code."

That said Ordinance has not been rescinded and is in full force and effect.

Witness my hand and the official seal of the City of Burbank this _____ day of _____, 2016.

Deputy City Clerk, City of Burbank

CERTIFICATE OF ACCEPTANCE
(Gov't Code, Section 27281)

This is to certify that the interest in or easement upon real estate conveyed to the City of Burbank by the Corrective Easement Deed (Reclaimed/Recycled Water Easement to City of Burbank) dated _____, 2016 from Burbank, Glendale, Pasadena Airport Authority, a public entity, is hereby accepted by the undersigned officer in the name and on behalf of the City Council of the City of Burbank, a municipal corporation, pursuant to authority conferred by Ordinance No. 3331 of said Council adopted on January 26, 1993, and the grantee consents to recordation thereof by its duly authorized officer.

Dated at Burbank, California, this _____ day of _____, 2016.

CITY OF BURBANK
a municipal corporation

By: _____
Print Name: _____
Title: _____

State of California)
County of Los Angeles)

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

-10-

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

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

APN: 2466-011-912

Space Above This Line for Recorder's Use

The undersigned declares that this document is recorded at the request of and for the benefit of the City of Burbank and therefore is exempt from the payment of the recording fee pursuant to Government Code § 6103 and § 27383 and from the payment of the Documentary Transfer Tax pursuant to Revenue and Taxation Code § 11922.

CORRECTIVE EASEMENT DEED
(Sewer Easement to City of Burbank)

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX is \$ 0.00
☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens of encumbrances remaining at time of sale.
☐ Unincorporated area ☒ City of Burbank

THE EASEMENT DESCRIBED HEREIN CORRECTS THE EASEMENT IN THAT CERTAIN EASEMENT DEED DATED DECEMBER 15, 2009 EXECUTED BY GRANTOR IN FAVOR OF GRANTEE WHICH WAS RECORDED ON MARCH 11, 2010 IN THE OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, AS DOCUMENT NO. 20100339735.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged **THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**, a public entity ("Grantor") hereby **GRANTS** to the **CITY OF BURBANK**, a municipal corporation ("Grantee"), a permanent easement and right of way for sewer purposes in, over, under, along, upon and across the following described real property in the City of Burbank, County of Los Angeles, State of California (the "**Easement Area**"):

Please see the legal description attached hereto as Exhibit "A" and the map attached hereto as Exhibit "B".

On the property commonly known as 2627 N. Hollywood Way, Burbank, CA 91505.

Date: _____, 2016

THE BURBANK-GLENDALE-PASADENA AIRPORT
AUTHORITY, a public entity

By: _____
DAN FEGER, Executive Director

APPROVED:

CITY OF BURBANK

By: _____

Print Name: _____

Title: _____

Attest:

City Clerk

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Approved as to legal description:

By: _____
City Engineer, City of Burbank

Approved as to form:

City Attorney, City of Burbank

I certify that this document covers City Business within the meaning of Section 6103 of the Government Code.

City Clerk, City of Burbank

EXHIBIT "A"

LEGAL DESCRIPTION OF SEWER EASEMENT AREA

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, AS SHOWN ON MAP FILED IN BOOK 219 PAGE 39 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING TWO STRIPS OF LAND DESCRIBED AS FOLLOWS:

LINE 1:

A STRIP OF LAND, 15.00 FEET IN WIDTH, LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF THAT PORTION OF HOLLYWOOD WAY DESCRIBED IN PARCEL 10A OF THE JUDGEMENT AND FINAL ORDER OF CONDEMNATION RECORDED ON SEPTEMBER 23, 1968 AS INSTRUMENT NO. 1576 OF OFFICIAL RECORDS 1N THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AS HAVING A BEARING AND LENGTH OF "N89°19'55"W 43.00 FEET", SAID POINT BEING N88°48'43"W 9.10 FEET FROM THE EASTERLY TERMINUS THEREOF, SAID POINT ALSO BEING IN A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 280.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS S89°29'39"E; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°14'43"AN ARC DISTANCE OF 89.16 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE AND PARALLEL WITH THE CENTERLINE OF HOLLYWOOD WAY, N1°11'17"E 228.32 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 150.00 FEET, A RADIAL LINE OF SAID CURVE AT SAID POINT BEARS N46°16'44"E; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°54'11" AN ARC LENGTH OF 73.05 FEET TO A TANGENT LINE; THENCE ALONG SAID TANGENT LINE N71°37'27"W 113.45 FEET; THENCE N1°11'17"E 479.10 FEET.

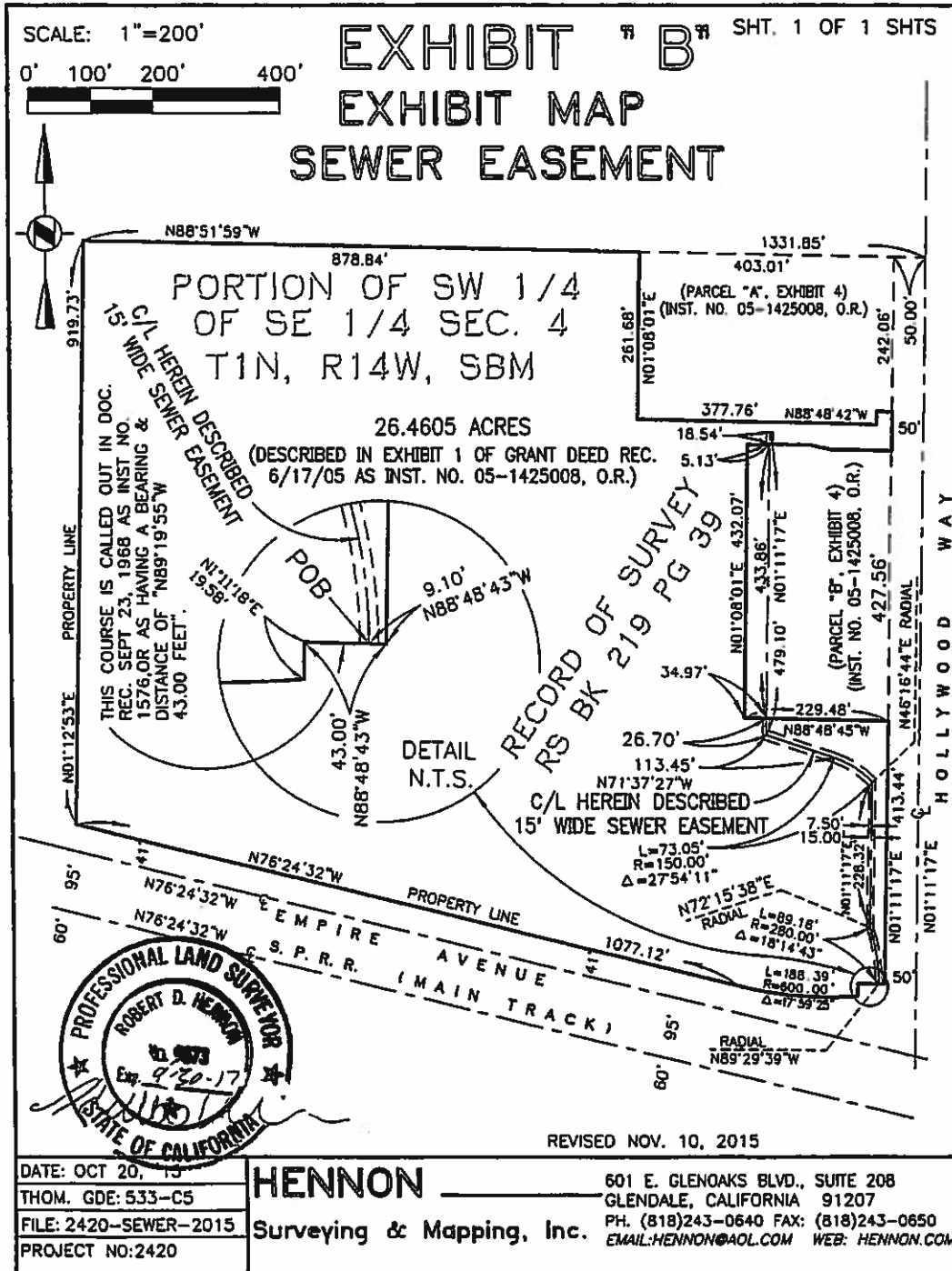
EXCEPT THEREFROM THAT PORTION LYING WITHIN PARCEL B DESCRIBED IN EXHIBIT 4 OF DEED RECORDED AS INSTRUMENT NO. 05-1425008 OF SAID OFFICIAL RECORDS.

THE SIDELINES OF SAID EASEMENT TO BE SHORTENED OR LENGTHENED SO AS TO TERMINATE IN SAID NORTHERLY LINE OF THAT PORTION OF HOLLYWOOD WAY AND IN THE NORTHERLY AND SOUTHERLY LIINES OF SAID PARCEL B.

SEE ALSO THE ATTACHED **EXHIBIT "B"**.

EXHIBIT "B"

MAP SHOWING LOCATION OF SEWER EASEMENT AREA



CERTIFICATE OF AUTHORITY TO ACCEPT

I hereby certify that on January 26, 1993, the Council of the City of Burbank duly and regularly adopted its City Ordinance No. 3331, which is in part as follows:

“That the City Manager of this City is hereby authorized to accept in the name and on behalf of the City of Burbank deeds or grants conveying to the City of Burbank, a municipal corporation, for public purposes any interests in or easements upon real estate; that the City Manager is hereby authorized to consent to the recordation of such deeds or grants; and that all such acceptances of said instruments and such consents to recordation thereof shall be made by the City Manager by his certificate in substantially the form prescribed by Section 27281 of the Government Code.”

That said Ordinance has not been rescinded and is in full force and effect.

Witness my hand and the official seal of the City of Burbank this _____ day of _____, 2016.

Deputy City Clerk, City of Burbank

CERTIFICATE OF ACCEPTANCE
(Gov't Code, Section 27281)

This is to certify that the interest in or easement upon real estate conveyed to the City of Burbank by the Corrective Easement Deed (Sewer Easement to City of Burbank) dated _____, 2016 from Burbank, Glendale, Pasadena Airport Authority, a public entity, is hereby accepted by the undersigned officer in the name and on behalf of the City Council of the City of Burbank, a municipal corporation, pursuant to authority conferred by Ordinance No. 3331 of said Council adopted on January 26, 1993, and the grantee consents to recordation thereof by its duly authorized officer.

Dated at Burbank, California, this _____ day of _____, 2016.

CITY OF BURBANK
a municipal corporation

By: _____
Print Name: _____
Title: _____

State of California)
County of Los Angeles)

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

-9-

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

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

APN: 2466-011-912

Space Above This Line for Recorder's Use

The undersigned declares that this document is recorded at the request of and for the benefit of the City of Burbank and therefore is exempt from the payment of the recording fee pursuant to Government Code § 6103 and § 27383 and from the payment of the Documentary Transfer Tax pursuant to Revenue and Taxation Code § 11922.

TRAFFIC LOOP DETECTOR EASEMENT DEED
(Traffic Loop Detector Easement to City of Burbank)

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$ 0.00

☐ computed on full value of property conveyed, or

☐ computed on full value less value of liens of encumbrances remaining at time of sale.

☐ Unincorporated area ☒ City of Burbank

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged **THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, a public entity ("Grantor")** hereby **GRANTS to the CITY OF BURBANK, a municipal corporation ("Grantee")**, a permanent easement for underground traffic signal purposes in, over, under, along, upon and across the following described real property in the City of Burbank, County of Los Angeles, State of California (the "**Easement Area**"):

Please see the Legal Description attached hereto as Exhibit "A" and the map attached hereto as Exhibit "B".

On the property commonly known as 2627 N. Hollywood Way, Burbank, CA 91505.

Date: _____, 2016

THE BURBANK-GLENDALE-PASADENA AIRPORT
AUTHORITY, a public entity

By: _____
DAN FEGER, Executive Director

State of California)
County of Los Angeles)

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

-2-

Approved as to legal description:

By: _____
City Engineer, City of Burbank

Approved as to form:

City Attorney, City of Burbank

I certify that this document covers City Business within the meaning of Section 6103 of the Government Code.

City Clerk, City of Burbank

EXHIBIT 'A'

LEGAL DESCRIPTION OF TRAFFIC LOOP DETECTOR EASEMENT AREA

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 A STRIP OF LAND 15.00 FEET WIDE, THE CENTERLINE BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 3 OF PARCEL MAP NO. 27048-01 AS SHOWN ON MAP FILED IN BOOK 361 PAGES 28 TO 30 INCLUSIVE OF PARCEL MAPS, IN SAID RECORDER'S OFFICE; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF HOLLYWOOD WAY, 100 FEET IN WIDTH, AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 219 PAGE 39 OF RECORDS OF SURVEYS, IN SAID RECORDER'S OFFICE, S01°11'17"W 46.42 FEET TO THE **TRUE POINT OF BEGINNING** OF THE HEREIN DESCRIBED EASEMENT PARCEL; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE S01°11'17"W 27.46 FEET; THENCE LEAVING SAID LINE N88°48'43"W 33.40 FEET; THENCE N01°11'17"E 27.46 FEET; THENCE S88°48'43"E 33.40 FEET TO SAID TRUE POINT OF BEGINNING.

SEE ALSO THE ATTACHED EXHIBIT "B".

EXHIBIT "B"

MAP SHOWING LOCATION OF TRAFFIC LOOP DETECTOR EASEMENT AREA

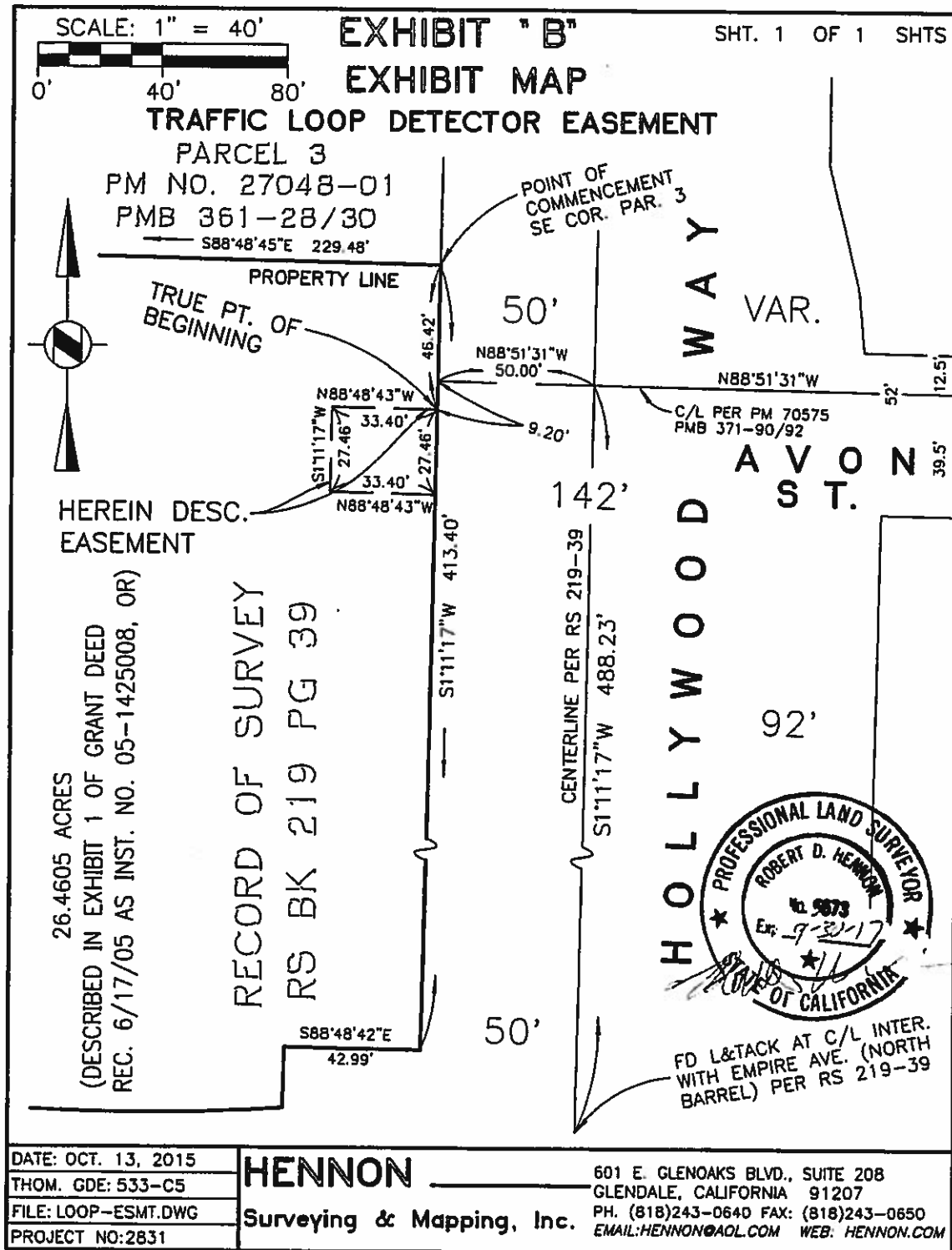


Exhibit "B"

CERTIFICATE OF AUTHORITY TO ACCEPT

I hereby certify that on January 26, 1993, the Council of the City of Burbank duly and regularly adopted its City Ordinance No. 3331, which is in part as follows:

"That the City Manager of this City is hereby authorized to accept in the name and on behalf of the City of Burbank deeds or grants conveying to the City of Burbank, a municipal corporation, for public purposes any interests in or easements upon real estate; that the City Manager is hereby authorized to consent to the recordation of such deeds or grants; and that all such acceptances of said instruments and such consents to recordation thereof shall be made by the City Manager by his certificate in substantially the form prescribed by Section 27281 of the Government Code."

That said Ordinance has not been rescinded and is in full force and effect.

Witness my hand and the official seal of the City of Burbank this _____ day of _____, 2016.

Deputy City Clerk, City of Burbank

CERTIFICATE OF ACCEPTANCE **(Gov't Code, Section 27281)**

This is to certify that the interest in or easement upon real estate conveyed to the City of Burbank by the Traffic Loop Detector Easement Deed (Traffic Loop Detector Easement to City of Burbank) dated _____, 2016 from Burbank, Glendale, Pasadena Airport Authority, a public entity, is hereby accepted by the undersigned officer in the name and on behalf of the City Council of the City of Burbank, a municipal corporation, pursuant to authority conferred by Ordinance No. 3331 of said Council adopted on January 26, 1993, and the grantee consents to recordation thereof by its duly authorized officer.

Dated at Burbank, California, this _____ day of _____, 2016.

CITY OF BURBANK
a municipal corporation

By: _____
Print Name: _____
Title: _____

State of California)
County of Los Angeles)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

-7-



**July 11, 2016
Regular Meeting of
Burbank-Glendale-Pasadena Airport Authority**

Agenda Item 6.a.

**Certification of Replacement Terminal Project
Environmental Impact Report,
Adoption of California Environmental Quality Act Findings,
Adoption of Mitigation Monitoring and Reporting Program,
and Adoption of Statement of Overriding Considerations;
Approval of Development Agreement with City of Burbank,
Approval of Modification of
Adjacent Property Easement Agreement
with City of Burbank, and
Approval of City of Burbank Conditions of Approval

Resolutions 469 and 470**

Bob Hope Airport Replacement Terminal *Conceptual Term Sheet*

EXHIBIT A
Agenda Item 6.a.
Conceptual Term Sheet



December 16, 2015





Bob Hope Airport Replacement Terminal Conceptual Term Sheet

Endorsed:

Burbank City Council: November 16, 2015

**Burbank-Glendale-Pasadena
Airport Authority Commission:** November 9, 2015

The City and the Authority acknowledge and agree that the concepts in this document will need to be memorialized in formal legal documents. CEQA analysis of this project will need to be completed. After all of that is completed, both the Authority and the City, in their absolute discretion, will need to act before the proposal is presented to the Burbank voters for the final approval.

SUMMARY

1. The Authority will receive a vested right to build a Replacement Terminal on any Airport zoned property other than the B-6 Trust Property ("Opportunity Site"). The basic characteristics of the Replacement Terminal are set forth in Exhibit A ("Replacement Terminal Characteristics").
2. The City of Burbank and its residents will receive protections as set forth in Exhibit B ("Burbank Protections"). The Burbank Protections will be guaranteed by a JPA amendment executed by the Cities of Burbank, Glendale, and Pasadena.
3. The Authority will receive protections as set forth in Exhibit C ("Authority Protections"). As applicable, the Authority Protections will be guaranteed by the following: (i) a JPA amendment executed by the Cities of Burbank, Glendale and Pasadena; (ii) a new Development Agreement executed by the City of Burbank and the Authority; (iii) modification of the B-6 Adjacent Property easement and modification of the City's PUC Plan restrictions to allow development on the B-6 Adjacent Property; and (iv) termination of the B-6 Adjacent Property easement once construction begins.
4. The Burbank Protections and the Authority Protections will start at the same time (following approval by the voters and the conclusion of any legal challenges against the election results) and will be effective no matter where or when the Replacement Terminal is built.
5. The Authority will continue to support legislation that authorizes imposition of the mandatory curfew that the Authority sought in its Part 161 application as set forth in Exhibit D ("Curfew"), including legislation that provides for civil penalties for violations of the Curfew that are reasonably higher (adjusted for inflation) than those sought in the Part 161 application. Authority and Burbank officials, together with Representative Schiff (if available), will jointly meet with FAA in Washington D.C. as soon as possible to discuss a mandatory curfew and the elements of this proposal. Implementing a mandatory curfew, however, will not be a prerequisite for the Replacement Terminal.

EXHIBIT A
Replacement Terminal Characteristics

The Replacement Terminal may be located on the B-6 Adjacent Property or on any other Airport zoned property except the B-6 Trust Property. No matter the location where it is built, the Replacement Terminal shall have the following basic characteristics:

1. Total number of aircraft parking gates will not exceed the current number of 14.
2. Size of replacement terminal building shall be no less than 232,000 square feet nor greater than 355,000 square feet.
3. Total public parking spaces (excludes employee parking spaces) shall not exceed 6,637.
4. Upon the opening of the Replacement Terminal, the current passenger terminal will be closed and demolished.

EXHIBIT B

Protections for Burbank

The Cities of Burbank, Glendale, and Pasadena will execute a JPA amendment so that a supermajority vote of the Commission will be required for any of the following actions:

1. Any increase in the number of commercial airline passenger gates above 14 or creation, construction or approval of any remote parking positions for air carrier aircraft. This protection will be implemented by including in the airline use agreements the requirement of supermajority approval for any remote loading of aircraft for scheduled air carrier departures.
2. Any expansion of the existing terminal, any new terminal (except the Replacement Terminal), any expansion of the Replacement Terminal (beyond the parameters set forth in Exhibit A), or any relocation of airline passenger related airport functions from the Replacement Terminal.
3. Amendment in the manner in which the Authority's noise rules have been enforced since the adoption and implementation of ANCA except to implement the mandatory curfew sought in the Authority's Part 161 application.
4. Amendment to the Authority's voluntary curfew or the manner in which it has been applied since the adoption and implementation of ANCA except to implement the mandatory curfew sought in the Authority's Part 161 application.
5. Abandonment of the Authority's support for congressional authorization for the imposition of the mandatory curfew sought in the Authority's Part 161 application.
6. Acquisition of real property other than aviation easements.
7. Approval of an airport management contract or lease with a maximum term in excess of 35 years.

In the event that any supermajority vote requirement or actual vote has been identified by the FAA Administrator or Associate Administrator (whether through a written letter, determination or order) or by a court (whether through an order, ruling or judgment) as violating the law or a federal grant assurance, the Authority shall comply with such letter, determination or order until such letter, determination or order is enjoined, overturned or reversed by a court, provided that the Authority: (i) promptly informs the City and the Member of Congress representing Burbank of such FAA action (ii) attempts in good faith to resolve the FAA concerns in close coordination with the City and the Member of Congress; and (iii) commences a legal challenge to any such action by the FAA within 45 days of receipt of a letter, determination or order. Likewise, the Authority commits to litigate against any other third party who seeks to challenge in court the

supermajority requirements or an actual vote as violation of the law or grant assurance. The Authority commits to such litigation until it prevails or otherwise exhausts its appellate rights.

Notwithstanding the above, following the opening and operation of the Replacement Terminal, the Authority shall abide by any supermajority vote requirement or actual vote pertaining to any increase in airline passenger gates above 14, or remote parking positions for loading of aircraft for scheduled air carrier departures or increase of the Replacement Terminal beyond 355,000 square feet unless and until such requirement or vote has been determined by the FAA or a court through order, injunction, ruling or judgment to violate the law or a grant assurance. The Authority, in this situation, commits to commence litigation against the FAA and/or any other third party who seeks to challenge the supermajority requirement until the Authority prevails or otherwise exhausts its appellate rights.

These JPA amendments are enforceable by, or may be defended by, any of the three cities, as well as the Authority. All three cities are third party beneficiaries of these amendments and the Authority acknowledges that any of the cities is a third party beneficiary with respect to standing in any such litigation.

EXHIBIT C
Protections for the Airport Authority

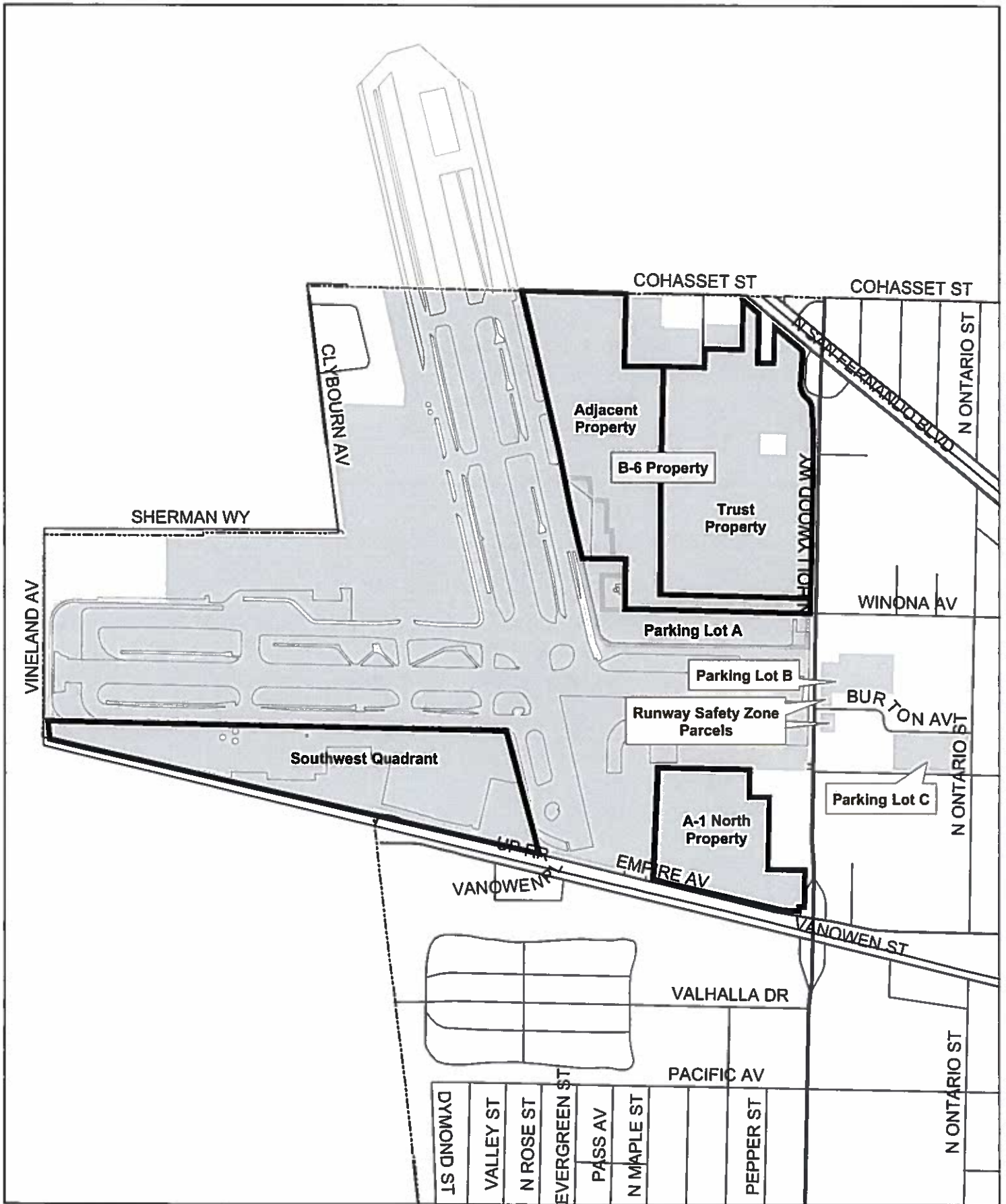
The City of Burbank will provide the Authority with the following protections:

1. All discretionary and ministerial City of Burbank approvals required for the Replacement Terminal including debt authorization and (if applicable) PUC approval and modification and termination of easement restrictions as stated above.
2. A vested right to the development of a Replacement Terminal on any Airport zoned property other than the B-6 Trust Property.
3. Delegation to City of Glendale or City of Pasadena of the City of Burbank's building official powers for the Replacement Terminal. This delegation will cover the City of Burbank's ministerial authority to apply and enforce the State Building Standards Code, as amended/adopted by the City of Burbank, with respect to the Replacement Terminal.

EXHIBIT D
Part 161 Curfew Language

1. Except as provided in Paragraphs (2) and (3), between the hours of 10:00 p.m. and 6:59 a.m.:
 - a. No landings at Bob Hope Airport shall be permitted.
 - b. No takeoffs from Bob Hope Airport shall be permitted.
2. The following aircraft shall be permitted to land at or takeoff from Bob Hope Airport between the hours of 10:00 p.m. and 6:59 a.m.:
 - a. Law enforcement aircraft, firefighting aircraft, disaster relief aircraft and military aircraft.
 - b. Medical flight aircraft engaged in active emergency operations for the transportation of patients or human organs.
3. Aircraft other than those specified in Paragraph (2) shall be permitted to land at or takeoff from Bob Hope Airport between the hours of 10:00 p.m. and 6:59 a.m. only under the following circumstances:
 - a. In the event such landing or takeoff results from the existence of a declared emergency.
 - b. In the event such landing or takeoff results from the use of Bob Hope Airport as weather alternate.
 - c. In the event such landing or takeoff results from a weather, mechanical, or air traffic control delay; provided, however, this exception shall not authorize any landing or takeoff between the hours of 11:00 p.m. and 6:59 a.m.
4. Upon request of the Authority, the aircraft operator shall document or demonstrate: (i) the precise emergency condition(s) resulting in a landing or takeoff between the hours of 10:00 p.m. and 6:59 a.m.; or (ii) the precise weather, mechanical, or air traffic control condition(s) resulting in a landing or takeoff between the hours of 10:00 p.m. and 11:00 p.m.
5. Any aircraft operator violating the provisions of this Rule shall, in addition to any other available remedies (including injunctive remedies), be subject to civil penalties for each unauthorized landing and unauthorized takeoff as follows:

- a. For the first violation within a 12-month period – Three Thousand Six Hundred Seventy-One Dollars (\$3,671)
- b. For second violation within a 12-month period – Seven Thousand Three Hundred Forty-Two Dollars (\$7,342)
- c. For the third violation within a 12-month period – Eleven Thousand Thirteen Dollars (\$11,013)
- d. For the fourth violation within a 12-month period – Fourteen Thousand Six Hundred Eighty-Four Dollars (\$14,684) and action to ban the aircraft operator's access or terminate lease at Bob Hope Airport for a twelve (12) month period.



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Burbank
275 East Olive Avenue
P.O. Box 6459
Burbank, California 91510
Attention: City Clerk

This document is exempt from the payment of a recording fee
pursuant to Government Code Section 27383

**DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF BURBANK
AND
THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

**DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF BURBANK
AND
THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into this ____ day of _____, 2016 ("Execution Date"), by and between the CITY OF BURBANK, a charter city and municipal corporation (the "City"), and the BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, a joint powers agency (the "Authority"). The City and the Authority are from time to time hereinafter referred to individually as a "party" and collectively as the "parties."

RECITALS

A. The purposes of this Agreement are to: (i) give to the Authority a vested right to all City discretionary approvals needed for the Authority's Replacement Terminal Project (defined in Section 4.1 and the attached Exhibit C) at the Bob Hope Airport (the "Airport") subject to voter approval required by Burbank Municipal Code Section 2-3-112¹ ("Measure B"); and (ii) provide greater certainty and predictability in future relations between the parties.

B. The Authority is the owner and operator of the Airport, an approximately 555-acre airport serving scheduled air carriers from the existing 14-gate passenger terminal, general aviation, and military air operations. The majority of the Airport property, approximately 455 acres, is located within the City's jurisdictional boundaries. The Airport property located within the City's boundaries is depicted on the attached Exhibit A and legally described on the attached Exhibit B (the "Property"). The remainder 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 September 15, 1991 "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" (as amended, the "JPA"). Section 3 of the JPA sets forth certain powers and duties of the 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 ... 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."

¹ "No approval by the City of Burbank of any agreement between the City and the Burbank-Glendale-Pasadena Airport Authority for a relocated or expanded airport terminal project, or any other discretionary act by the City relating to the approval of a relocated or expanded airport terminal project shall be valid and effective unless previously approved by the voters voting at a City election." (Measure B)

D. The parties executed a March 15, 2005 “Development Agreement Between the City of Burbank and the Burbank-Glendale-Pasadena Airport Authority Relating to the Bob Hope Airport” (as amended, the “2005 Development Agreement”). In the 2005 Development Agreement, among other things, the Authority agreed to neither construct nor take steps needed for the construction of a new or relocated passenger terminal building and the City agreed to not initiate a master plan, specific plan, and comprehensive plan or rezoning that would affect the location or development of a new or relocated passenger terminal building. The 2005 Development Agreement also recognized that the parties had established an informal working group to explore land use options for the Airport after expiration of such Agreement.

E. In furtherance of that joint and cooperative effort, the parties now desire to seek voter approval of the Replacement Terminal Project, which includes the replacement of the existing 14-gate 232,000 square-foot passenger terminal and adjacent four-level public parking structure with a new 14-gate 355,000 square-foot passenger terminal and new parking facilities for users of the terminal (public and employee). The Replacement Terminal Project also includes demolition of the existing passenger terminal and adjacent parking structure after construction is complete.

F. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature enacted 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.

G. 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 Burbank Municipal Code Section 10-1-1997 et seq. (the “Development Agreement Ordinance”). This Agreement has been processed, considered, and executed in accordance with the Development Agreement Ordinance.

H. Through Municipal Code Section 10-1-201 et seq. (the “Zoning Ordinance”), the City has established regulations controlling the uses of land, the uses and locations of structures, the height and bulk of structures, the appearance of certain uses and structures, and other matters. Pursuant to Municipal Code Section 10-1-905, the City may establish in a development agreement an alternative development review method for structures erected in an Airport Zone. With the exception of two Planned Development zones (comprising approximately 31 acres) and two M-2 zoned parking lots, the remaining portion of the Property has an Airport Zone designation.

I. The Authority has concluded and represents that the terms of this Agreement are consistent with its obligations to the federal government set forth in grant agreements, including its obligations to operate the Airport, to maintain financial self-sufficiency, to preserve its rights and powers, and to pursue the Replacement Terminal Project in a manner that is reasonably consistent with local plans.

J. This Agreement encourages the development of the Replacement Terminal Project by providing the Authority with a great degree of certainty of its ability to economically and expeditiously complete the development effort. By entering into this Agreement, the City desires to give to the Authority, to the fullest extent possible under the law, a vested right to all City discretionary approvals needed for the completion of the Replacement Terminal Project, (collectively the "Project Approvals"), which includes this Agreement and the following:

(1) **CEQA Compliance.** The Replacement Terminal Project was analyzed and examined in a Final Environmental Impact Report (State Clearinghouse No. 2015121095) (the "EIR") prepared by the Authority as lead agency. At a duly noticed public hearing on July 11, 2016, the Authority Commission adopted Resolution No. _____ which certified the EIR in accordance with California Environmental Quality Act ("CEQA") Guidelines Section 15090, adopted findings in accordance with Public Resources Code Section 21081 and CEQA Guidelines Section 15091, adopted a Statement of Overriding Considerations in accordance with CEQA Guidelines Section 15093, and imposed certain mitigation measures on its project approvals by adopting a Mitigation Monitoring Plan in accordance with CEQA Guidelines Section 15097, which mitigation measures are incorporated herein by reference. At a duly noticed public hearing on _____, __, 2016, the Burbank City Council ("City Council") considered the information in the EIR prior to taking action on the Replacement Terminal Project, and adopted findings with respect to the environmental impacts of the Replacement Terminal Project.

(2) **Modification To Amended And Restated Grant of Easements, Declaration Of Use Restrictions And Agreement For Adjacent Property.** On _____, __, 2016, following a duly noticed public hearing, the City Council approved a Modification to Amended and Restated Grant of Easements, Declaration of Use Restrictions and Agreement for Adjacent Property (the "Easement Modification"). The Easement Modification maintains the existing prohibition on structures, construction or development projects to expand or enlarge the Airport on the Adjacent Property (defined in Article 1) until such time as the Authority records a memorandum memorializing its selection of a location for the replacement passenger terminal at the Airport. Additionally, the Easement Modification provides for certain other authorized uses, which uses are contingent upon the replacement passenger terminal location selected by the Authority. A copy of the Easement Modification is attached as Exhibit D.

(3) **Public Utilities Code Section 21661.6(e) Land Use Plan Amendments (Adjacent Property and A-1 North).** On _____, __, 2016, following a duly noticed public hearing, the City Council adopted Resolution No. _____, which granted approval to the Authority under Public Utilities Code ("PUC") Section 21661.6(e) to modify the respective plans for the use of the Adjacent Property and the use of the A-1 North Property (defined in Article 1). A copy of Resolution No. _____ and is attached as Exhibit E.

(4) **Planned Development Zone Amendments (Lot A and A-1 North).** On _____, __, 2016, following duly noticed public hearings, and review

and recommendation by the Burbank Planning Board (the "Planning Board"), the City Council adopted Ordinance No._____, which approved Planned Development zone changes for Lot A on the Adjacent Property and for the A-1 North Property (collectively the "PD Zoning"). The PD Zoning is consistent with the Burbank General Plan (the "General Plan"). A copy of Ordinance No._____ is attached as Exhibit F.

(5) **Conditions of Approval.** Certain Project Approvals, as well as this Agreement, were approved subject to "Conditions of Approval," which, for purposes of this Agreement, shall also be considered included in any reference to the Project Approvals. The Conditions of Approval are set forth in the attached Exhibit G.

(6) **Alternative Development Review Method and Design Requirements.** The City Council approved an alternative development review method and certain design requirements for the Replacement Terminal Project. The alternative development review method and design requirements are set forth in Section 4.7 and the attached Exhibit H.

(7) **Project Design Features.** The Authority approved the Replacement Terminal Project subject to certain project design features set forth in the attached Exhibit I.

K. The City finds, and the parties agree, that the terms and provisions of this Agreement are consistent with the General Plan. 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.

L. On _____, __, 2016, following a duly noticed public hearing, the Planning Board adopted Resolution No. _____, recommending that the City Council approve this Agreement.

M. On _____, __, 2016, following a duly noticed public hearing, the City Council took the following actions: (i) as responsible agency, considered the EIR and the environmental effects of the Replacement Terminal Project as shown in the EIR, and made findings required by CEQA Guidelines Section 15091; (ii) made appropriate findings that the provisions of this Agreement are consistent with the General Plan; and (iii) introduced Ordinance No. _____ approving and authorizing the execution of this Agreement subject to its effectiveness being contingent upon ratification by Burbank voters at a Measure B election. On _____, __, 2016, the City Council adopted Ordinance No. _____.

N. The City is considering, concurrently with this Agreement, approval of a JPA amendment concerning governance of the Authority as outlined in the attached Exhibit J, and the City is considering a ballot measure to comply with Measure B. The JPA amendment requires approval by the Cities of Glendale and Pasadena. This Agreement, the Easement Modification, and the JPA amendment are integral parts of

the deal to give the Authority a vested right to construct the Replacement Terminal Project and give the City protection against future expansion of the Airport.

O. Over the course of the last two decades, the parties have disagreed about the extent to which the Zoning Ordinance, the City's other regulatory restrictions, and PUC Section 21661.6 apply to the Property. The parties, however, 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 (defined in Section 2.3). If the Authority does not commence the construction of a replacement terminal building pursuant to the Project Approvals and this Agreement, then the parties are no longer bound to hold in abeyance any such disagreements. Nothing contained herein is intended to: (i) constitute an acceptance of the other party's legal claims or positions on such matters; (ii) waive or estop a party from asserting those claims or positions during the Term in connection with matters not covered by this Agreement, or from asserting those claims or positions after the termination or expiration of this Agreement; or (iii) negate any prior waiver of those claims or positions.

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

ARTICLE 1

DEFINITIONS

"A-1 North Property" shall mean the portion of the Property identified as such on Exhibits A and B.

"Adjacent Property" shall mean the portion of the Property identified as such on Exhibits A and B.

"Authority" shall mean the Burbank-Glendale-Pasadena Airport Authority.

"Authority Executive Director" shall mean the Burbank-Glendale-Pasadena Airport Authority Executive Director or such person's designee.

"BMC" shall mean the Burbank Municipal Code.

"City" shall mean the City of Burbank.

"City Building Official" shall mean the Burbank Building Official or such person's designee.

"City Clerk" shall mean the Burbank City Clerk or such person's designee.

"City Manager" shall mean the Burbank City Manager or such person's designee.

"City Council" shall mean the Burbank City Council or such body's designee.

“Community Development Director” shall mean the Burbank Community Development Director or such person’s designee.

“County” shall mean the County of Los Angeles.

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

“Existing Development Regulations” shall have that meaning set forth in Section 4.2(b).

“FAA” shall mean the Federal Aviation Administration.

“Force Majeure” shall have that meaning set forth in Section 13.2(a).

“JPA” shall have that meaning set forth in Recital C.

“Measure B” shall mean BMC Section 2-3-112.

“Planning Board” shall mean the Burbank Planning Board.

“Project Approvals” shall have that meaning set forth in Recital J.

“Project Design Features” shall mean the project design features set forth in Exhibit I.

“Property” shall have that meaning set forth in Recital B.

“PUC” shall mean California Public Utilities Code.

“Replacement Terminal” shall mean the newly constructed 14-gate passenger terminal of no more than 355,000 square feet to be sited on either the Adjacent Property or the Southwest Property pursuant to Section 4.1, Section 5.5, and Exhibit C.

“Replacement Terminal Project” shall have that meaning set forth in Section 4.1 and Exhibit C.

“Southwest Property” shall mean the portion of the Property identified as such on Exhibits A and B.

“Term” shall have that meaning set forth in Section 2.3.

“TSA” shall mean the Transportation Security Administration.

ARTICLE 2

GENERAL PROVISIONS

Section 2.1 **Benefits; Consideration.** In consideration of the mutual benefits of providing certainty to each party as to the rights, duties, limitations and

obligations of the other party with respect to the development and use of the Replacement Terminal Project during the Term, and in consideration of the mutual benefits to be derived from this Agreement, as more fully set forth in the Recitals, the parties 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, upon the occurrence of both of the following: (i) the Los Angeles County Registrar-Recorder/County Clerk certifies the results of the November 8, 2016, Measure B ballot measure to the City Council and the City Council declares an affirmative Measure B vote resulting in the ratification of such ordinance and all other City discretionary approvals for the Replacement Terminal Project; and (ii) either (a) passage of 90 days following the affirmative Measure B vote without the filing of a lawsuit challenging the validity of the Measure B election or any City or Authority actions related to the Project; or (b) resolution of each such lawsuit by a court of competent jurisdiction in a final decision that upholds the challenged matter(s). If there is no such lawsuit, then the effective date shall be February 7, 2017. If there is such a lawsuit, then the effective date shall be the date on which a final decision of a court of competent jurisdiction has upheld the challenged matter(s). The City Clerk shall manually insert the effective date in the following blank space prior to recordation of this Agreement: (Effective Date is _____.) If Burbank voters do not approve the Measure B ballot measure, or if a lawsuit challenging the validity of the Measure B election or any City or Authority actions related to the Project is sustained by a final decision of a court of competent jurisdiction and there is no appeal thereof, then Ordinance No. _____ and this Agreement will never become effective and shall have no force or effect and shall be considered to be void ab initio.

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) That date which is twenty years after the Effective Date; or
- (b) That date agreed upon by the parties for an early termination of this Agreement; or
- (c) That date on which the Authority abandons or otherwise commits to construct a replacement passenger terminal on a location on the Property that is a different location from the Replacement Terminal Project described in Section 4.1 and Exhibit C of this Agreement.

Section 2.4 **Binding Effect; 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, lessees, and

assigns. All of the provisions of this Agreement shall constitute covenants running with the land.

ARTICLE 3

OBLIGATIONS OF AUTHORITY AND CITY

Section 3.1 **Obligations of Authority.** In consideration of the City's entering into this Agreement, the Authority agrees that it will comply with this Agreement, its Mitigation Monitoring Plan, the Project Approvals, and the Project Design Features. The parties acknowledge that the execution of this Agreement by the City is a material consideration for both the Authority's acceptance of, and agreement to comply with, the terms and conditions of this Agreement and the Project Approvals.

Section 3.2 **Obligations of City.** In consideration of the Authority's entering into this Agreement, the City agrees that it shall comply with this Agreement, and the City agrees that it shall act on all Authority applications pursuant to the Existing Development Regulations, subject to the terms, conditions and exceptions contained herein.

ARTICLE 4

VESTED RIGHT TO DEVELOPMENT OF REPLACEMENT TERMINAL PROJECT

Section 4.1 **Project Definition; Phasing Schedule.**

(a) Project Definition. The Replacement Terminal Project is defined as: the construction of a 14-gate 355,000 square-foot replacement passenger terminal, ancillary improvements including parking facilities (public and employee), a replacement airline cargo building, a ground service equipment maintenance building, and a replacement aircraft rescue and firefighting/police/emergency operations center building; demolition of the existing 14-gate 232,000 square-foot passenger terminal and adjacent existing four-level public parking structure; and, depending on the site of the replacement passenger terminal, relocation of some general aviation uses. The Replacement Terminal Project is more specifically described in Exhibit C. This Agreement approves the Adjacent Property and the Southwest Property as alternative, mutually exclusive, sites for the Replacement Terminal. The Authority is required to designate, and shall have absolute discretion to select, either of these sites, but not both, for the Replacement Terminal location in accordance with Section 5.5.²

(b) Phasing Schedule. The parties acknowledge that construction phasing for the Replacement Terminal Project will vary based upon, among other

² This Agreement provides the Authority a vested right to construct either the Adjacent Property Full-Size Terminal development option or the Southwest Quadrant Full-Size Terminal development option evaluated in the EIR, even if the Authority chooses to build a replacement passenger terminal that is less than 355,000 square-foot in size. The Southwest Quadrant Same-Size development option evaluated in the EIR is not part of this Agreement.

things, the Authority's selection of a Replacement Terminal location. The schedules below are illustrative only and the Authority shall have absolute discretion to construct the Replacement Terminal Project at any time during the Term.

CONSTRUCTION SCHEDULE/PHASING FOR THE ADJACENT PROPERTY 5 YEAR PROJECT		
DESCRIPTION	ANTICIPATED CONSTRUCTION DATE	PHASING YEAR(S)
Close Parking Lot A	2020-2023	Year 0-3
Construct Replacement Terminal and Parking Structures	2020-2023	Years 0-3
Construct Aircraft Rescue and Fire Fighting Station (ARFF)	2023-2025	Years 3-5
Construct Ground Service Equipment Maintenance Building and Air Cargo Building	2023-2025	Years 3-5
Demolish Existing Terminal and Parking Structure	2023-2024	Years 3-4
Demolish Air Cargo Building	2023-2024	Years 3-4
Close Parking Lots B and E	2023	Year 3
Relocate Perimeter Service Road and Security Fence	2023	Year 3
Extend Taxiways A and C	2024-2025	Years 4-5

CONSTRUCTION SCHEDULE/PHASING FOR THE SOUTHWEST PROPERTY 7 YEAR PROJECT		
DESCRIPTION	ANTICIPATED CONSTRUCTION DATE	PHASING YEAR(S)
Construct General Aviation	2018-2020	Years 0-2
Construct Air Freighter	2018-2020	Years 0-2
Demolish Existing General Aviation and Air Freighter	2020	Year 2
Construct Replacement Terminal and Parking Structures	2020-2023	Years 2-5
Construct Aircraft Rescue and Fire Fighting Station	2023-2025	Years 5-7
Construct Ground Service Equipment Maintenance Building and Air Cargo Building	2023-2025	Years 5-7
Demolish Existing Terminal and Parking Structure	2023-2024	Years 5-6
Demolish Air Cargo Building	2023-2024	Years 5-6
Close Parking Lots A, B and E	2023	Year 5
Relocate Perimeter Service Road and Security Fence	2023	Year 5
Extend Taxiways A and C	2024-2025	Years 6-7

Section 4.2

Vested Right; Applicable Land Use Regulations.

(a) Except as limited by Section 4.4, the Authority shall have the vested right: (1) to develop the Replacement Terminal Project in accordance with the Project Approvals, the Existing Development Regulations, and this Agreement; and (2) to the Existing Development Regulations applicable to the Replacement Terminal Project.

(b) For purposes of this Agreement, "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 Replacement Terminal Project, the density and intensity of use of the Replacement Terminal Project, 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 Replacement Terminal Project; (ii) all other land use regulations applicable to the Replacement Terminal Project 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.

(c) 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. The Authority's vested right to develop the Replacement Terminal Project shall include the right, if necessary, to rebuild the Replacement Terminal Project if damaged from a Force Majeure.

Section 4.3

Conflicting Enactments. Except as provided in Section 4.4, after the Effective Date, any newly enacted law or change in or to the Existing Development Regulations that would, absent this Agreement, otherwise be applicable to the Replacement Terminal Project 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 the same is enacted and regardless of whether enacted by a legislative body or other means, shall not be applied by the City to the Property. A Conflicting New Law shall include any new enactment that: (i) limits, reduces or otherwise changes the use, density, intensity or timing of the development of the Replacement Terminal Project; (ii) imposes new categories of development impact fees; (iii) imposes new discretionary review processes or procedures which do not presently apply to the Replacement Terminal Project; (iv) alters existing discretionary review processes or procedures not otherwise applicable to the Replacement Terminal Project in such a manner that they would apply to Replacement Terminal Project; 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 choice to have a Conflicting New Law applied to the Property, in

which case such Conflicting New Law shall be deemed to be an Existing Development Regulation.

Section 4.4 **Reservation of City's Power to Regulate**. This Agreement shall not preclude the City or Burbank voters, by subsequent action, from enacting or imposing any new law that does not conflict with the Project Approvals, Existing Development Regulations or this Agreement ("Non-Conflicting New Law"). Further, the following whenever enacted shall apply to the development and use of the Replacement Terminal Project:

(a) **Uniform Codes.** Uniform building, electrical, mechanical, fire and similar codes based upon uniform codes (including any City amendments) adopted in, or incorporated by reference into the BMC, 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, and in accordance with the Mitigation Fee Act (Government Code Section 66000 et seq.), to cover the estimated reasonable cost to the City of processing applications under the Existing Development Regulations.

(c) **Utility Fees.** 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. 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.

(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. If the applicable federal, state, county, or multi-jurisdictional law or regulation precludes compliance with one or more of the provisions of this Agreement or is inconsistent with any of the Project Approvals, then such provisions of this Agreement or Project Approvals shall be modified or suspended as may be necessary to comply with such federal, state, county, or multi-jurisdictional law or regulation.

(e) **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 meets all of the following criteria: (i) arises after the execution of this Agreement; (ii) 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; and (iii) does not regulate aircraft noise or aircraft emissions. In the event the City adopts a citywide public health and safety regulation 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, the City Manager and the Authority Executive Director shall

meet to discuss the effects of the regulation on the Authority and the applicability of the regulations to the Authority under this Agreement. By discussing the applicability of the regulations, neither party waives any remedies under this Agreement or at law or in equity.

Section 4.5 **Impact Fees; Demolition Credits.**

(a) Impact Fees. The Authority shall pay the City's Community Facilities Fees, also known as impact fees, which are in effect at the time of issuance of any building permit for the Replacement Terminal Project. These fees are applicable whether or not the City or some other entity is acting as the building official and issuing building permits for the Replacement Terminal Project. Such fees shall be payable at the time of building permit issuance. Any new categories of impact fees enacted after the effective date of this Agreement shall be considered to be a Conflicting New Law as to the Replacement Terminal Project only, but not as to future projects on the Property.

(b) Demolition Credits. The City shall treat certain demolition work required for the Replacement Terminal Project as eligible for the City's demolition credit program pursuant to this Section and BMC Section 10-1-2211, even though some of the demolition is being done after construction. The anticipated demolition credit will be calculated by the Authority in consultation with the City Building Official. The City shall refund the demolition credit portion of the fees paid by the Authority upon the completion of all demolition eligible for the credit. This anticipated demolition credit is subject to the following conditions: (i) demolition of the existing terminal and adjacent parking structure shall occur no later than one year after opening the Replacement Terminal to the public; (ii) once demolition of the final structure eligible for the credit has occurred, the City shall refund the full amount of the eligible demolition credit to the Authority within 30 days of written notification by the Authority and verification by the City Building Official; and (iii) credits are available only if the entire Replacement Terminal Project is constructed in accordance with Section 4.1 and Exhibit C; no partial demolition credits shall be given. Furthermore, if demolition of the existing terminal fails to occur within the time set forth in this Section, the Authority shall not be entitled to any demolition credit and the Authority's failure to demolish the same shall be a material breach of this Agreement.

Section 4.6 **Airport Zone Permitted Uses.**

(a) The existing City Use List (BMC Section 10-1-502) specifies Airport Zone permitted uses including:

- (1) "Aircraft fabrication, testing, servicing."
- (2) "Aircraft landing fields, for aircraft, helicopters, runways, control towers, etc."
- (3) "Air passenger facilities."

- (4) “Wireless Telecommunications Facilities pursuant to BMC section 10-1-1118.”

(b) The parties desire to document the City’s interpretation of such Airport Zone permitted uses, and such interpretation shall be the official interpretation for the Term. The following uses are included within the definitions of such Airport Zone permitted uses:

- (1) Aircraft fabrication, testing, servicing, specifically including the following:
 - (A) Aircraft modification.
 - (B) Aircraft engine and engine run-up testing.
 - (C) Aircraft maintenance.
- (2) Aircraft landing fields, for aircraft, helicopters, runways, control towers etc., specifically including the following:
 - (A) Aircraft hangars.
 - (B) Aircraft ramps.
 - (C) Aircraft runways.
 - (D) Aircraft runway safety areas.
 - (E) Aircraft taxiways.
 - (F) Aircraft taxiway safety areas.
 - (G) Aircraft service roads.
 - (H) Aircraft perimeter fences and barriers.
 - (I) Aircraft fueling facilities.
 - (J) Aircraft ground service equipment maintenance facilities.
 - (K) Air cargo facilities and ancillary uses.
 - (L) Emergency response facilities such as fire and police facilities.
 - (M) Airport navigation aids, radar, communications and surveillance equipment.

- (N) Air traffic control towers and associated navigation aids, radar, communications and surveillance equipment operated by the FAA.
- (3) Air passenger facilities, specifically including the following:
 - (A) Airline ticket counters, airline or Authority offices, passenger and baggage screening, signage, and use of corridor space.
 - (B) Airport-related vehicle parking.
 - (C) Car rental facilities and associated incidental uses (including car wash, marshalling, fueling, and maintenance facilities).
 - (D) Concessions for food and beverages (including alcoholic beverages), personal services, retail sales, and incidental commercial uses.
 - (E) General aviation facilities including passenger lounges, pilot lounges, Authority or general aviation provider offices, and incidental commercial uses normally associated with general aviation facilities such as catering or ground transportation.
 - (F) Law enforcement facilities.

(c) The Community Development Director in his/her sole discretion may interpret the Airport Zone permitted uses to include other compatible uses ("New Interpretation"). Any New Interpretation will not be effective until after 30 days' notice to the City Council and posting in the same manner as agendas. If any member of the City Council requests consideration of such New Interpretation within the 30-day notice period, then the New Interpretation will not be effective unless there is a final determination by the City Council affirming the Community Development Director's interpretation. In the event a City Council member requests consideration of a proposed New Interpretation, staff will agendize the matter for City Council discussion within 30 days of such request.

Section 4.7 **Design Requirements.**

(a) Community Input. The Authority shall provide written notice to every City household and to the City Council announcing the public design process for the Replacement Terminal and parking structures (public and employee) including a schedule of community meeting dates. The Authority shall advertise at a minimum in print, social media and web sites any of these required community meetings at least two weeks prior to any such meeting. No final design decision by the Authority that will be

the basis for construction plans for the Replacement Terminal and parking structures (public and employee) may occur except at a noticed public hearing.

(b) Specific Requirements. The specifics of the design values, design standards, and design process for the Replacement Terminal and parking structures (public and employee) are set forth in the attached Exhibit H.

Section 4.8 **Building Official Duties.**

(a) Building Permit Applications. The City shall either through its own actions, or by contract authorize another entity or contractor ("Issuing Entity") to comply with this section. Upon submission by the Authority of all appropriate applications and processing fees for any demolition permit, grading permit, building permit, other development permit, or certificate of occupancy for the Replacement Terminal Project (collectively, the "Application"), the City shall promptly commence and diligently complete all steps necessary to act on the Application, including the approval of the Application to the extent that it complies with this Agreement and the Existing Development Regulations.

(b) Building Permit Review; Certificate Submission. The issuance of any permit or certificate of occupancy in response to an Application is deemed ministerial. The City or Issuing Entity may deny an Application only if the Application does not comply with this Agreement and the Existing Development Regulations. The City, upon satisfactory completion by the Authority of all required administrative procedures, actions and payments of appropriate processing fees, if any, shall, in a timely fashion, proceed to complete all required steps necessary for the implementation of this Agreement and the development by the Authority of the project site. Prior to each request for a building permit, the Authority shall provide the City with a compliance certificate ("Compliance Certificate") in a form created by the Authority and approved by the City Manager, which shall describe the Application's consistency with the Project Approvals and this Agreement. The Compliance Certificate shall be distributed to relevant City departments for review and concurrence. The City shall use its best efforts to complete any ministerial review within 30 days of receipt of a completed Application from the Authority (and receipt of a completed Compliance Certificate if the Application is for a building permit).

(c) Transfer of Building Official Duties. Notwithstanding any other provision of this Agreement (including Article 10), if the Authority determines that the City has failed to process an Application in accordance with Section 4.8(b), then by notice to the City the Authority may require that the disputed matter be submitted to the Building Official from the City of Santa Ana, City of Santa Clarita, or City of Thousand Oaks ("Other Building Official") for nonbinding mediation. The Authority will choose which of the three building officials shall serve as the Other Building Official based on soonest availability.

Upon receipt of the request, the Other Building Official shall, within fourteen (14) days, hold an informal meeting with representatives of the City and

Authority to review the disputed matter and obtain input, and within ten (10) days after that meeting, render a decision on the dispute. If the Other Building Official finds that the City is not in compliance with Section 4.8(b), then the Other Building Official also shall identify the action(s) that must be taken for the City to be in compliance. If the City fails to take such action(s) within 14 days, then the Authority may require the City to transfer building official duties for the Replacement Terminal Project to Los Angeles County pursuant to the City's June 1, 2012 General Services Agreement with the County or any successor contract.

After completion of the nonbinding mediation process set forth in this Section, the Authority shall have the right to seek judicial review of the City's alleged failure to process an Application in accordance with Section 4.8(b) and, if applicable, the City's failure to transfer building official duties in accordance with this Section 4.8(c).

(d) Intent. The intent of the parties, if there is a transfer of Building Official duties, is that the County, acting as Issuing Entity, would hire outside inspectors, with the City's approval, to perform all building official duties, including all plan check duties, all building related inspections (including electrical and plumbing inspections) and issuance of all permits and certificate of occupancies as to all construction and demolition related permits for all structures which are part of the Replacement Terminal Project. The County will manage the outside building contractors. The City will work closely with the outside contractors hired by the County to assist where necessary, so that construction of the Replacement Terminal Project can occur in an expeditious manner.

(e) Fees. The use of an outside contractor or other outside Issuing Entity (i.e., the County), will not relieve the Authority from paying all normal and customary permits fees to the City, as well as the cost of such outside Issuing Entity and any of such entity's fees. All costs required by the Issuing Entity and outside consultants shall be paid for by Authority prior to the commencement of any work by such outside Issuing Entity. If the Authority has required that building official duties for the Replacement Terminal Project be transferred to Los Angeles County pursuant to Section 4.8(c), and if the Authority has already paid the full amount of standard building permit fees to the City, then the City shall make a good faith effort to contract with the County on a time and materials basis to minimize the extent to which the Authority is required to pay duplicate fees.

Section 4.9 **Construction of Replacement Terminal Project.** Nothing in this Agreement shall be construed as requiring the Authority to develop the Replacement Terminal Project or any phase thereof, or to do so in any particular time frame, except as provided in this Agreement, and any failure to develop the Replacement Terminal Project or any phase thereof shall not be deemed a default by the Authority of the obligations set forth in this Agreement. Notwithstanding the preceding, if Authority begins construction of the Replacement Terminal, then any failure by the Authority to complete the demolitions specified in Section 4.1 and Exhibit C shall be deemed a default by the Authority.

Section 4.10 **Dedications.** The City shall not require a fee simple dedication by the Authority of any real property as a condition of the Replacement Terminal Project. This section shall not bar the City from requiring easements on Authority real property where easements are required to allow the City to provide required improvements (including sidewalk improvements) or utilities.

ARTICLE 5

OTHER OBLIGATIONS

Section 5.1 **Maintenance of Object-Free Area and Building Restriction Line.** The Authority shall not construct on the southeast quadrant of the Airport in the area identified in the attached Exhibit K any new buildings or structures unless such construction is consistent with standards set forth in FAA or TSA regulations, orders, and advisory circulars applicable from time to time. The Authority shall not seek a modification or waiver from the FAA or TSA of any such standards. This obligation shall survive expiration of this Agreement.

Section 5.2 **Curfew Legislation.** The parties shall continue to support legislation that authorizes the lawful imposition of the mandatory curfew that was sought by the Authority's application under 14 C.F.R. Part 161 to the FAA, which is set forth on the attached Exhibit L.

Section 5.3 **Acknowledgment of Grandfathered Properties.**

(a) The City acknowledges that the Authority is not obligated to obtain City approval pursuant to PUC Section 21661.6 for Airport Zone permitted uses of APN 2466-10-906 (Air Traffic Control Tower Site). The City shall not require the Authority to process a PUC Section 21661.6 land use plan application to authorize any use of or to change the use of this property. This acknowledgement shall survive the termination or expiration of this Agreement.

(b) The Authority and City disagree as to whether PUC Section 21661.6 applies to APN 2466-19-904 (C-1 Site) and APN 2466-11-904 (portion of Northwest Quadrant near T-Hangars) and requires submittal of a plan to City for approval pursuant thereto. 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, but only if the Authority complies with the terms of this Agreement and does not construct the Replacement Terminal on a site other than as specified in Section 4.1 and Exhibit C and does not construct the Southwest Quadrant Same-Size Terminal development option evaluated in the EIR. Nothing contained herein is intended to: (i) constitute an acceptance of the other party's legal claims or positions on the applicability of PUC Section 21661.6; (ii) waive or estop a party from asserting those claims or positions during the Term in connection with matters not covered by this Agreement, or from asserting those claims or positions after the termination or expiration of this Agreement; or (iii) negate any prior waiver of those claims or positions. For the Term, so long as Authority is in compliance with this

Agreement and does not construct the Replacement Terminal on a site other than as specified in Section 4.1 and Exhibit C and does not construct the Southwest Quadrant Same-Size Terminal development option evaluated in the EIR, the City will not assert its authority, if any, pursuant to PUC Section 21661.6 over APN 2466-19-904 (C-1 Site) and APN 2466-11-904 (portion of Northwest Quadrant near T-Hangars).

Section 5.4 **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 5.5 **Authority Designation of Replacement Terminal Location.** The Easement Modification authorizes the Authority to formally designate either, but not both, the Adjacent Property or the Southwest Property as the location for the Replacement Terminal. If such selection is made during the Term, as provided in the Easement Modification, then the Project Approvals and Conditions of Approval relevant to the selected site shall be applicable to the Replacement Terminal Project. Consistent with the provisions of the Easement Modification, this Agreement authorizes only one site for the Replacement Terminal. If a selection is not made pursuant to the Easement Modification during the Term, then this Agreement shall expire without the development of the Replacement Terminal Project. Once a site is designated, nothing herein precludes the Authority from constructing a replacement terminal up to 355,000 square feet or less.

Section 5.6 **Transient Parking Tax.** The City shall not seek or support voter approval for an increase in the transient parking tax above 15% prior to the Replacement Terminal being opened.

ARTICLE 6

SCOPE OF CITY LAND USE POWERS OVER AIRPORT ZONED PROPERTY

Section 6.1 **Intent.** During the last ten years, the parties had agreed to peaceably disagree about the extent of the City's land use powers on Airport-zoned property in the City of Burbank. Similar to the agreement memorialized in the 2005 Development Agreement, the parties agree that it is in their mutual benefit to hold in abeyance any such disagreement (or potential legal claims and positions based upon such disagreements) for the Term. Nothing contained herein is intended to: (i) constitute an acceptance of the other party's legal claims or positions on such matters; (ii) waive or estop a party from asserting those claims or positions during the Term in connection with matters not covered by this Agreement during the Term, or from asserting those

claims or positions after the termination or expiration of this Agreement; or (iii) negate any prior waiver of those claims or positions.

Section 6.2 **Vested Rights to Zoning Ordinances and General Plan Land Use Designations.** The Authority has vested rights in the zoning designations and General Plan land use designations applicable to the Property on the Effective Date. The City shall interpret Airport Zone permitted uses in the manner set forth in Section 4.6 and such interpretation shall be vested in the Property during the Term. The City further agrees not to impose any development standards or design requirements in the Airport Zone (or applicable to that zone) as to the Property, except that the standards and requirements in Section 4.7 and Exhibit H shall apply to the Property and the Replacement Terminal Project during the Term. The City further agrees to not apply any historic resource designation or historic district designation to the Property without the Authority's consent. During the Term, the City further agrees to not amend or repeal the Property's General Plan land use designations or zoning designations. The Authority may waive this Section by submitting an application for a zoning amendment, historic resource designation, historic district designation, or general plan amendment.

Section 6.3 **Airfield Improvements.** This Agreement does not require the Authority to obtain any ministerial or discretionary approvals from the City for the construction and/or maintenance of airfield improvements that are subject to the operational control of, and approval by the FAA, including runway and taxiway construction, rehabilitation and maintenance projects.

ARTICLE 7

AMENDMENT

Section 7.1 **Minor Amendment of Project Approvals.** The Project Approvals may be amended or modified, from time to time, in the following manner:

(a) Upon the written request of the Authority, the Community Development Director shall determine: (1) whether the requested amendment or modification (the "Modification Request") is Minor, as determined by the Community Development Director in his or her sole discretion; and (2) whether the Modification Request is consistent with this Agreement. If such revisions do not result in any new, significant, or potentially significant environmental impacts not studied in the EIR, and if the Community Development Director determines that the Modification Request is in substantial conformance with this Agreement, then the Modification Request shall be approved by the Community Development Director as an "Administrative Amendment" without a public hearing. In such event, this Agreement and its pertinent exhibits shall be automatically amended without further action by the parties; however, the parties shall record of a Memorandum of Administrative Amendment.

For purposes of this section, the term "Minor" shall not include any amendment that affects or relates to: (i) the Term and uses that are not allowed in Section 4.6; (ii) reservation or dedication of land; (iii) application processing, (iv) monetary contributions;

(v) Conditions of Approval to which the Community Development Director is not authorized by those Conditions or otherwise to make minor amendments; (vi) increase of the number of gates; or (vii) number of parking spaces. Any amendment for the aforementioned shall be processed as a major amendment, as set forth below.

(b) Notwithstanding the foregoing, no Administrative Amendment will be effective until after 30 days' notice to the City Council and posting in the same manner as agendas. If any member of the City Council requests consideration of such Administrative Amendment within the 30-day notice period, then the Administrative Amendment will not be effective unless there is a final determination by the City Council affirming the Community Development Director's determination that the Modification Request warranted treatment as an Administrative Amendment. In the event a member of the City Council requests consideration of a proposed Administrative Amendment, staff will agendize the matter for City Council discussion within 30 days of such request. This 30-day notice provision shall not apply to time-sensitive decisions during construction. In such a case, time-sensitive Administrative Amendments will be effective upon approval by the Community Development Director, and the City Council shall be given notice following the Community Development Director's decision. Notwithstanding the foregoing, whenever possible, in the interest of expediting the Replacement Terminal Project for the benefit of both the Authority and the City, the City shall use its best efforts to make all determinations regarding a Modification Request as stated herein, in a prompt fashion as time is of the essence.

(c) The City Manager on behalf of the City, and the Authority Executive Director on behalf of the Authority, may enter into any implementing agreements, ancillary agreements or discretionary actions necessary to carry out or comply with the Project Approvals and this Agreement. Any such agreements and actions are not subject to a Measure B vote.

Section 7.2 **Major Amendment of This Agreement.** This Agreement may be amended from time to time by mutual consent of the parties in accordance with Government Code Sections 65867, 65867.5, and 65868. This amendment process may be subject to a Measure B election.

ARTICLE 8

COOPERATION IN THE EVENT OF LEGAL CHALLENGE

Section 8.1 **Defense Obligation.** If a third party initiates an administrative or judicial proceeding challenging the execution of this Agreement, the legality of this Agreement, or any actions taken to comply with this Agreement (except for CEQA related challenges), then the parties shall take the following actions:

(a) Defend vigorously this Agreement, the authority of either of the parties to execute this Agreement, or any action 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) Prosecute fully such defense or opposition set forth above and, if the judicial, administrative or other action proceeding is not dismissed voluntarily, obtain a final order or decision from the judicial, administrative, or other decision maker.

Section 8.2 **Support Obligation (for Non-CEQA Challenges)**. Each of the parties shall support any request by the other to intervene or participate in any such judicial, administrative or other action or proceeding. Each of the parties promptly shall provide the other 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.

Section 8.3 **Expenses (for Non-CEQA Challenges)**. Each of the parties shall be responsible for its expenses incurred in defending against any third-party challenge, except for an action relating to CEQA.

Section 8.4 **CEQA Challenges**. As to any action that relates to or involves a challenge related to CEQA, the Authority shall defend and indemnify the City against the CEQA challenge. Such defense shall be provided by counsel selected by the Authority and approved by the City, which approval shall not be unreasonably withheld.

ARTICLE 9

REVIEW FOR COMPLIANCE

Section 9.1 **Annual Review.**

(a) On or before the first anniversary of the Effective Date, and on or before each anniversary date during the Term, 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 development 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 Community Development 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 Authority or 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 EIR.

(b) At the conclusion of this review, the Community Development 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 of this Agreement. If the Community Development Director finds and determines that the

Authority has not complied with such terms, then the City may send notice of apparent default pursuant to this Agreement.

(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 20 days prior to any such periodic review.

(d) In the event that the City fails to either conduct the annual review or 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 60 days following the anniversary of the Effective Date in any year during the Term, then 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 9.2.

Section 9.2 **Notice of Compliance.**

(a) Within 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 10

DEFAULT; DISPUTE RESOLUTION; REMEDIES

Section 10.1 **Applicability.** This Article applies solely to disputes arising out of this Agreement. This Article is inapplicable to disputes arising out of the JPA (which the Authority is not a party to) and is inapplicable to disputes arising out of any other contract to which the Authority is a party including the Easement Modification and the Authority's federal grant assurances unless such dispute is related to this Agreement. This Article does not apply to disputes arising under Section 4.8, which are subject to resolution as specified in that Section 4.8.

Section 10.2 **Remedies for Defaults.**

(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 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 20 days after receipt of notice thereof; provided, however, if the breach of this Agreement is not reasonably susceptible of being cured within such 20 day period, then a default shall exist only if the cure of such breach is not commenced within the 20 day period or thereafter is not diligently prosecuted to completion. To facilitate a resolution of the alleged default, the City Manager and the Authority Executive Director shall meet within ten 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 Panel. In the event that a default is not cured, or the cure has not commenced within the 20-day period specified in paragraph (b) of this Section 10.2, 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 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 days after expiration of the ten-day period. The Panel shall meet and hold an informal hearing on the dispute within ten 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 30 minutes in length. The Panel may establish rules of procedure for the administration of this process. Not later than 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 shall propose a resolution of the 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 the City Manager shall meet with the Authority Executive Director at least one time within ten days after issuance of the Panel's proposed resolution to seek to resolve the dispute. If the parties are unable to resolve the dispute 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 10.3.

(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 10.2, 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 10.3 **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 10.2 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 10.2 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 10.2 and the succeeding litigation, then notwithstanding Section 2.3, the Tem shall automatically be extended 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 10.2 and the succeeding litigation, then notwithstanding Section 2.3, the Tem shall automatically be extended 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.

Section 10.4 **Remedies to Challenge Termination.** In the event this Agreement is terminated pursuant to the provisions of BMC Section 10-1-19116, the Authority 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 10.3. 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 10.5 **Governing Law; Litigation Matters.** Any action in law or equity brought by a party for purposes of enforcing or interpreting this Agreement shall be brought in a court of competent jurisdiction within the State of California. The parties reserve their respective rights to contest whether state or federal law governs any issue.

ARTICLE 11

NOTICES

Section 11.1 **Method of Notice.**

(a) Any notice or communication ("Notice") required hereunder by a party must be in writing, and may be given either personally, or by registered or certified mail (return receipt requested), or by fax or email as long as a copy is sent via first class mail, postage prepaid. 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 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 or delivered by fax or email, a Notice shall be deemed to have been given when delivered to the party to whom it is addressed. Any party may at any time, by giving ten days

written notice to the other party, designate any other address in substitution of the address to which such Notice shall be given.

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

If to the City to: City of Burbank
275 E. Olive Avenue
Burbank, CA 91502
Attention: Community Development Director

With a copy to: Office of City Attorney
City of Burbank
275 E. Olive Avenue
Burbank, CA 91502
Attention: City Attorney

If to the Authority to: Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attention: Executive Director

With a copy to: Richards, Watson & Gershon
355 South Grand Avenue, 40th Floor
Los Angeles, CA 90071
Attention: Burbank-Glendale-Pasadena Airport Authority
General Counsel

ARTICLE 12

ASSIGNMENT

Section 12.1 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 not be unreasonably withheld. When requesting approval of a proposed Assignment, the Authority shall provide the City with evidence of the proposed assignee's development and/or operational qualifications and experience, and its financial commitments and resources, in sufficient detail to enable the City to evaluate the proposed assignee. In considering such a request, the City may consider the following factors, but is not limited thereby: (i) the quality of the proposed assignee; (ii) the proposed assignee's past performance and experience as an airport terminal operator; and (iii) the proposed assignee's current financial condition. 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. Measure B is not applicable to any such transfer.

(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) In the event that the City approves an Assignment pursuant to this section in connection with a sale or transfer in fee of a portion of the Property, any rights assigned in connection with such conveyance shall be allocated to the purchaser(s) or transferee(s). If the requested Assignment is approved, the parties will cooperate to appropriately document the Assignment.

Section 12.2 **Mortgagee Protection.** This Agreement shall not prevent or limit the Authority, or its 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. The City acknowledges that the lender(s) providing such financing may require a Notice of Compliance pursuant to Section 9.2. 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 the 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, then the 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 the City and all defaults cured hereunder.

ARTICLE 13

MISCELLANEOUS

Section 13.1 **No Agency, Joint Venture or Partnership.** It is specifically understood and agreed that the Authority shall have full power and exclusive control over the 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 parties, and the parties agree that nothing contained herein shall be construed as creating any such relationship.

Section 13.2 **Force Majeure.**

(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 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) In the event the Replacement Terminal is destroyed or so substantially damaged that it is not habitable as a result of Force Majeure, nothing contained herein shall preclude the Authority from: (i) reconstructing the Replacement Terminal within its then existing footprint or substantially within the then existing footprint and no larger than the existing footprint and square footage; (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 period of time that is required to rebuild, repair or restore the Replacement Terminal to usable condition and shall, in no event, provide for a larger footprint or more square footage or more aircraft gates or parking positions than the then-existing Replacement Terminal.

Section 13.3 **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 13.4 **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 13.4. 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 13.5 **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 13.6 **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 13.7 **Time is of the Essence.** Time is of the essence with respect to this Agreement, the 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 13.8 **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; and "include," "includes," and "including" are illustrative and nonexhaustive.

Section 13.9 **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 a "Recital," "Article," "paragraph," "Section," "Subsection" or "Exhibit" are to the Recitals, Articles, paragraphs, Sections, Subsections and Exhibits of this Agreement.

Section 13.10 **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 31 pages, and including 12 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 supersedes 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.

Section 13.11 **Instructions to City Clerk Regarding “Execution Date” 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 “(Execution Date)” 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 13.12 **Recordation of Agreement**. No later than ten 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.

Section 13.13 **Counterparts**. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the day and year first above written.

“CITY”

CITY OF BURBANK,
a charter city and municipal corporation

Jess Talamantes, Mayor

Ron Davis, City Manager

ATTEST:

Zizette Mullins, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

Amy Albano, City Attorney

Special Counsel

Kaplan Kirsch & Rockwell LLP
By: Peter J. Kirsch

“AUTHORITY”

BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY,
a joint powers agency

Frank Quintero, President

Dan Feger, Executive Director

ATTEST:

Sue Loyd, Board Clerk

APPROVED AS TO FORM:

General Counsel

Richards, Watson & Gershon
A Professional Corporation
By: Terence Boga

Special Counsel

McDermott, Will & Emery
By: Tom Ryan

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On _____, before me, _____,
(insert name and title of the officer)

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On _____, before me, _____,
(insert name and title of the officer)

WITNESS my hand and official seal.

(Seal)

EXHIBIT A
PROPERTY SITE MAP

BOB HOPE AIRPORT

PARCEL IDENTIFICATION NO.	A.P.N.	
I ORIGINAL SITE.....	2466-11-902.....	403.7259 AC
(LESS STREETS 4.8292 AC)	2466-11-2-902.....	
(LESS "PRICE CLUB" 2.545 AC)	2466-18-902.....	
II CLEAR ZONE.....	2466-29-901.....	
III OFFSITE PARKING.....	2309-03-901.....	28.1794 AC
IV OFFSITE PARKING.....	2466-09-902/906.....	4.4451 AC
V AVAIL SITE.....	2466-10-901/903.....	4.4176 AC
	2466-11-907.....	8.9018 AC
	2466-27-900,901,902,904,905	
	2466-28-900.....	
	2466-35-900.....	
VI MAINTENANCE FACILITY.....	2466-31-901.....	3.5657 AC
VII POR OF LOCKHEED C-1 PLANT.....	2466-19-904.....	15.4299 AC
VIII FTA TOWER.....	2466-10-906.....	3.00 AC
IX HENSLEY SITE.....	2466-29-903.....	0.3176 AC
X WHEATLAND.....	2466-29-902.....	0.1148 AC
XI FUEL FARM.....	2466-33-900/916.....	3.9569 AC
XII ADJACENT PARCEL.....	2466-10-910.....	49.2408 AC
XIII OLAND BEACON SITE.....	2404-05-05.....	0.0573 AC
XIV ORMAND BEACON SITE.....	2544-11-901.....	0.0573 AC
XV CHEVRON PARCEL (IN ESCROW).....	2466-10-12.....	0.4784 AC
XVI RESTAURANT PARCEL.....	2466-09-908.....	0.2579 AC
XVII DUNN EXCEPTION.....	2466-11-904.....	2.1366 AC
XVIII A-1 PARCEL.....	2466-11-912.....	28.401 AC
XIX AIRPORT ENTRANCE ROAD REALIGNMENT.....		0.238 AC

AIRPORT PROPERTY LEGEND:

- PROPERTY WITHIN CITY OF BURBANK
- PROPERTY WITHIN CITY OF BURBANK (ADJACENT PROPERTY)
- PROPERTY WITHIN CITY OF BURBANK (SOUTHWEST PROPERTY)
- PROPERTY WITHIN CITY OF BURBANK (A-1 NORTH PROPERTY)
- PROPERTY WITHIN CITY OF LOS ANGELES

Map Labels: C/L CLYBOURN, C/L SAN FERNANDO RD, C/L STAGG ST, C/L KESWICK ST, C/L SATICOY ST, C/L COHASSET ST, C/L VALERIO ST, C/L SHERMAN WAY, C/L VINELAND AVE, C/L RIVERTON AVE, C/L SOUTHERN PACIFIC RAILROAD, C/L VANOWEN ST, C/L EMPIRE AVE, C/L ARVILLA AVE, C/L LOCKHEED DR, C/L KENWOOD ST, C/L COHASSET ST, C/L TULARE AVE, C/L HOLLYWOOD WAY, C/L WINONA AVE, C/L THORNTON AVE, C/L BURTON AVE, C/L ONTARIO ST, C/L RUNWAY 15-35, C/L RUNWAY 8-26, C/L SOUTHWEST PROPERTY, C/L A-1 NORTH PROPERTY, C/L ADJACENT PROPERTY, C/L PARCEL I, C/L PARCEL II, C/L PARCEL III, C/L PARCEL IV, C/L PARCEL V, C/L PARCEL VI, C/L PARCEL VII, C/L PARCEL VIII, C/L PARCEL IX, C/L PARCEL X, C/L PARCEL XI, C/L PARCEL XII, C/L PARCEL XIII, C/L PARCEL XIV, C/L PARCEL XV, C/L PARCEL XVI, C/L PARCEL XVII, C/L PARCEL XVIII, C/L PARCEL XIX.

Title Block:

PROJECT 2016 DEVELOPMENT AGREEMENT	AIRPORT AUTHORITY APPROVAL 	SHEET TITLE AIRPORT PROPERTY W/I CITY OF BURBANK	DATE: 06/16/2016 CHECKED BY: [Signature]
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EXHIBIT B
PROPERTY LEGAL DESCRIPTION

(Attached.)

1 OF THE SOUTHEAST ¼ OF SAID SECTION 4; THENCE NORTH 01°01'48" EAST
2 ALONG SAID WESTERLY LINE 987.44 FEET TO THE NORTHERLY LINE OF SAID
3 SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 4; THENCE SOUTH
4 89°03'05" EAST ALONG SAID NORTHERLY LINE 1281.87 FEET TO A POINT IN THE
5 WESTERLY LINE OF HOLLYWOOD WAY (100.00 FEET WIDE); THENCE NORTH
6 01°00'12" EAST 1331.28 FEET ALONG SAID HOLLYWOOD WAY TO THE
7 NORTHERLY LINE OF THE SOUTHEAST ¼ OF SAID SECTION 4; THENCE NORTH
8 89°01'33" WEST ALONG SAID NORTHERLY LINE TO AND ALONG THE
9 SOUTHERLY LINE OF SAID LOT A OF TRACT NO. 3008 A DISTANCE OF 1819.55
10 FEET TO AN ANGLE POINT IN BOUNDARY OF THE BURBANK-GLENDALE-
11 PASADENA AIRPORT PER DEED RECORDED ON JUNE 29, 1978 AS INSTRUMENT
12 NO. 78-704352 OF OFFICIAL RECORDS, IN SAID RECORDER'S OFFICE; THENCE
13 ALONG SAID BOUNDARY PER SAID DEED, AS SHOWN ON RECORD OF SURVEY
14 FILED IN BOOK 113 PAGES 90 AND 91 OF RECORDS OF SURVEYS, THENCE
15 NORTH 12°54'21" WEST 2744.82 FEET TO A POINT ON THE NORTH LINE OF SAID
16 SECTION 4, SAID NORTH LINE ALSO BEING THE NORTH LINE OF THE CITY OF
17 BURBANK AS SHOWN ON SAID RECORD OF SURVEY; THENCE ALONG SAID
18 NORTH LINES NORTH 88°56'56" WEST 951.26 FEET TO THE EASTERLY LINE OF
19 THE WESTERLY 495.00 FEET OF SAID LOT 4 OF SAID SECTION 4; THENCE
20 SOUTH 02°19'04" WEST ALONG SAID EASTERLY LINE 988.49 FEET TO THE
21 NORTHEASTERLY CORNER OF THE SOUTHERLY 352.00 FEET OF SAID
22 WESTERLY 495.00 FEET OF LOT 4; THENCE NORTH 89°10'44" WEST ALONG THE
23 NORTHERLY LINE OF SAID SOUTHERLY 352.00 FEET A DISTANCE OF 495.17
24 FEET TO THE WESTERLY LINE OF SAID LOT 4 OF SECTION 4; THENCE NORTH
25 02°19'04" EAST ALONG SAID WESTERLY LINE OF LOT 4 OF SECTION 4 A
26 DISTANCE OF 30.00 FEET TO THE EASTERLY PROLONGATION OF THE
27 NORTHERLY LINE OF SAID LOT 10 OF TRACT NO. 10629; THENCE SOUTH
28 82°52'28" WEST ALONG SAID PROLONGATION TO AND ALONG SAID
29 NORTHERLY LINE OF LOT 10, A DISTANCE OF 143.75 FEET TO THE EASTERLY
30 LINE OF CLYBOURN AVENUE AS SHOWN ON SAID MAP OF TRACT NO. 10629;
31 THENCE SOUTH 07°07'32" EAST ALONG SAID CLYBOURN AVENUE 1111.95 FEET
32 TO THE SOUTHERLY LINE OF SHERMAN WAY, 50.00 FEET WIDE, AS SHOWN ON
33 SAID MAP OF TRACT NO. 10629; THENCE SOUTH 89°58'02" EAST ALONG SAID

PAGE 2 OF 16 PAGES

1 SOUTHERLY LINE 35.17 FEET; THENCE SOUTH 0°01'58" WEST 457.71 FEET;
2 THENCE NORTH 89°03'06" WEST 417.69 FEET; THENCE SOUTH 0°02'24" WEST
3 16.80 FEET; THENCE NORTH 89°57'37" WEST 552.02 FEET; THENCE NORTH
4 0°02'24" EAST 25.56 FEET; THENCE ALONG THE NORTH LINE OF SAID
5 BOUNDARY OF THE BURBANK-GLENDALE-PASADENA AIRPORT PER SAID DEED
6 NORTH 89°03'06" WEST 530.66 FEET MORE OR LESS, TO THE SOUTHEAST
7 CORNER OF THE LAND DESCRIBED IN THE DEED TO THE REDEVELOPMENT
8 AGENCY OF THE CITY OF BURBANK RECORDED AS INSTRUMENT NO. 84-
9 459023 OFFICIAL RECORDS ON APRIL 17, 1984 IN THE OFFICE OF THE COUNTY
10 RECORDER OF SAID COUNTY; THENCE ALONG THE SOUTHERLY
11 PROLONGATION OF THE EASTERLY LINE OF SAID LAND DESCRIBED IN SAID
12 DEED TO THE REDEVELOPMENT AGENCY OF THE CITY OF BURBANK SOUTH
13 00°02'00" WEST 118.00 FEET TO THE SOUTHEAST CORNER OF LAND
14 DESCRIBED IN GRANT DEED RECORDED MARCH 12, 2001 AS INSTRUMENT NO.
15 01-0397144 OF SAID OFFICIAL RECORDS, IN SAID RECORDER'S OFFICE;
16 THENCE ALONG THE SOUTHERLY LINE OF LAST REFERENCED AND PARALLEL
17 WITH THE SAID NORTH LINE OF THE BURBANK-GLENDALE-PASADENA
18 AIRPORT PER SAID DEED RECORDED ON JUNE 29, 1978 AS INSTRUMENT NO.
19 78-704352 OF SAID OFFICIAL RECORDS, NORTH 89°03'06" WEST 939.90 FEET
20 MORE OR LESS TO THE EASTERLY LINE OF VINELAND AVENUE, 100.00 FEET
21 WIDE; THENCE SOUTH 0°02'00" WEST ALONG SAID EASTERLY LINE 1322.01
22 FEET TO THE NORTHEASTERLY LINE OF THE SOUTHERN PACIFIC RAILROAD,
23 COAST LINE, RIGHT OF WAY; THENCE ALONG THE GENERAL NORTHEASTERLY
24 BOUNDARY OF THE SOUTHERN PACIFIC RAILROAD, COAST LINE, RIGHT OF
25 WAY THE FOLLOWING COURSES:

26
27 SOUTH 76°35'32" EAST 1305.41 FEET, NORTH 0°02'00" EAST 30.84 FEET, SOUTH
28 76°35'32" EAST 1491.33 FEET, SOUTH 07°07'37" EAST 32.03 FEET AND SOUTH
29 76°35'32" EAST 2416.87 FEET TO THE POINT OF BEGINNING.

30
31 RESERVING AN EASEMENT FOR STREET PURPOSES OVER THE EXISTING
32 EMPIRE AVENUE, 60.00 FEET WIDE LYING NORTHERLY OF THE LAST
33 DESCRIBED COURSE.

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PARCEL III
WITHIN THE CITY OF BURBANK
(TAX APN 2466-009-906)

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 V
WITHIN THE CITY OF BURBANK
(TAX APN 2466-027-900, 901, 902, 903 & 904)

LOTS 4, 5, THE NORTH HALF OF LOT 6, AND LOT 3 EXCEPT THEREFROM IN THE NORTH 40.00 FEET THEREOF, 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.

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PARCEL VIII
WITHIN THE CITY OF BURBANK
(TAX APN 2466-011-906) FAA TOWER

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.

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1 BURBANK-GLENDALE-PASADENA AIRPORT, SAID CENTERLINE BEING
2 DESCRIBED AS FOLLOWS:

3

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

12

13 ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LOT "A" OF TRACT NO.
14 3008, LYING WESTERLY OF THAT CERTAIN EASTERLY BOUNDARY LINE OF THE
15 LAND DESCRIBED IN PARCEL 1 OF THE DEED TO THE CITY OF BURBANK,
16 RECORDED ON JUNE 29, 1978 AS INSTRUMENT NO. 78-704351, IN SAID OFFICE
17 OF THE COUNTY RECORDER OF SAID COUNTY, SHOWN AS HAVING A BEARING
18 AND LENGTH OF NORTH 12°54'21" WEST 2897.71 FEET.

19

20 ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LOT "A" OF TRACT NO.
21 3008, DESCRIBED AS FOLLOWS:

22

23 BEGINNING AT THE INTERSECTION OF THE CENTERLINES OF HOLLYWOOD
24 WAY (100.00 FEET WIDE) AND WINONA AVENUE (80.00 FEET WIDE); THENCE
25 NORTH 89°01'33" WEST 1610.28 FEET ALONG THE EASTERLY PROLONGATION
26 OF THE SOUTHERLY LINE OF SAID LOT "A", BEING THE CENTERLINE OF
27 WINONA AVENUE, VACATED BY THE CITY OF BURBANK, BY RESOLUTION NO.
28 1965 ON JUNE 18, 1941 AND NO. 1032 ON MARCH 26, 1929 AND FURTHER BEING
29 THAT CERTAIN COURSE IN THE BOUNDARY OF THE PROPERTY CONVEYED TO
30 THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, FORMERLY
31 KNOWN AS THE HOLLYWOOD-BURBANK AIRPORT AUTHORITY BY DEED
32 RECORDED AS DOCUMENT NO. 78-704352 ON JUNE 29, 1978, IN THE OFFICE OF
33 SAID COUNTY RECORDER, DESCRIBED IN SAID DEED AS BEING THE

PAGE 10 OF 16 PAGES

1 NORTHERLY LINE OF THE SOUTHEAST ONE-QUARTER, SECTION 4, TOWNSHIP
2 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF LOS
3 ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT
4 THEREOF, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°01'33"
5 WEST 259.27 FEET TO THE WESTERLY TERMINUS OF SAID CERTAIN COURSE;
6 THENCE CONTINUING ALONG THE BOUNDARY OF SAID AIRPORT AUTHORITY,
7 NORTH 12°54'21" WEST 432.61 FEET; THENCE PARALLEL WITH THE FIRST
8 DESCRIBED COURSE IN SAID AIRPORT AUTHORITY BOUNDARY, SOUTH
9 89°01'33" EAST 363.05 FEET TO A LINE DRAWN AT RIGHT ANGLES TO SAID
10 FIRST DESCRIBED COURSE THAT PASSES THROUGH SAID TRUE POINT OF
11 BEGINNING; THENCE ALONG SAID LINE SOUTH 00°58'27" WEST 419.98 FEET TO
12 THE TRUE POINT OF BEGINNING.

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PARCEL XV
WITHIN THE CITY OF BURBANK
(TAX APN 2466-010-904)

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.

PARCEL XVI
WITHIN THE CITY OF BURBANK
(TAX APN 2466-009-908)

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.

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PARCEL XVIII & XIX
WITHIN THE CITY OF BURBANK
(TAX APN 2466-011-912) RITC SITE

PARCEL 1:

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°3'05" 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°03'06" 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 TO THE NORTHERLY LINE OF PARCEL 10-A AS RECORDED SEPTEMBER 23, 1968 IN INSTRUMENT NO. 1576, RECORDS OF SAID COUNTY; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 10-A, NORTH 88°59'48" WEST, 43.00 FEET; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 10-A, 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, BEING CONCENTRIC WITH THAT CERTAIN CURVE HAVING A RADIUS OF 616.00 FEET AND DESCRIBED IN THE SECOND EXCEPTION OF THE DEED FROM THE CITY OF BURBANK OF LOCKHEED AIRCRAFT PAGE 14 OF 16 PAGES

1 CORPORATION, RECORDED JUNE 19, 1940 IN BOOK 17639, PAGE 41, OFFICIAL
2 RECORDS OF SAID COUNTY, A RADIAL THROUGH SAID POINT BEARS NORTH 04°35'20"
3 WEST; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
4 17°59'27" AN ARC LENGTH OF 188.40 FEET TO A POINT ON A LINE PARALLEL WITH AND
5 DISTANT 41.00 FEET NORTHERLY OF THE CENTERLINE OF EMPIRE AVENUE, AS
6 SHOWN ON SAID MAP; THENCE ALONG SAID PARALLEL LINE NORTH 76°35'33" WEST,
7 1077.12 FEET TO THE WESTERLY LINE OF SAID SOUTHWEST QUARTER OF THE
8 SOUTHEAST QUARTER; THENCE ALONG SAID WESTERLY LINE OF SAID SOUTHWEST
9 QUARTER OF THE SOUTHEAST QUARTER NORTH 01°01'48" EAST, 919.83 FEET TO SAID
10 NORTHERLY LINE; THENCE ALONG SAID NORTHERLY LINE OF SAID SOUTHWEST
11 QUARTER OF THE SOUTHEAST QUARTER SOUTH 89°03'05" EAST, 878.86 FEET TO THE
12 POINT OF BEGINNING.

13

14 PARCEL 2:

15

16 THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF
17 FRACTIONAL SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO
18 BASE AND MERIDIAN, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE
19 OF CALIFORNIA, DESCRIBED AS FOLLOWS:

20

21 BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID SOUTHEAST
22 QUARTER OF FRACTIONAL SECTION 4 AND THE WESTERLY LINE OF HOLLYWOOD
23 WAY, 100 FEET WIDE, THENCE WESTERLY ALONG SAID NORTHERLY LINE, NORTH
24 89°03'05" WEST 470.00 FEET; THENCE SOUTH 84°44'14" EAST 200.31 FEET TO THE
25 BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF
26 100.00 FEET; THENCE SOUTHEASTERLY 46.31 FEET ALONG SAID CURVE THROUGH A
27 CENTRAL ANGLE OF 26°32'04" TO A POINT OF REVERSE CURVATURE, TO WHICH A
28 RADIAL LINE BEARS SOUTH 31°47'50" WEST, SAID CURVE BEING CONCAVE
29 NORTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE EASTERLY 27.75
30 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°47'50" TO A LINE
31 PARALLEL WITH AND 36.00 FEET SOUTHERLY OF SAID NORTHERLY LINE OF SAID
32 SOUTHEAST QUARTER OF FRACTIONAL SECTION 4; THENCE EASTERLY ALONG SAID
33 PARALLEL LINE, SOUTH 89°03'05" EAST 184.99 FEET TO THE BEGINNING OF A CURVE
34 CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 15.00 FEET AND BEING
35 TANGENT AT ITS SOUTHERLY TERMINUS TO SAID WESTERLY LINE OF HOLLYWOOD
36 WAY; THENCE 23.58 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF


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1 90°03'17" TO SAID WESTERLY LINE OF HOLLYWOOD WAY; THENCE NORTHERLY
2 ALONG SAID WESTERLY LINE, NORTH 01°00'12" EAST 51.01 FEET TO THE POINT OF
3 BEGINNING.

4
5 EXCEPT THEREFROM THAT PORTION THEREOF DESCRIBED AS PARCEL 1 ABOVE.

6
7
8 TOGETHER WITH, FOR ALL PARCELS DESCRIBED HEREIN, ANY RIGHTS TO
9 ADJOINING PUBLIC STREETS WHICH MAY EXIST BY CHAIN OF TITLE AND
10 ORIGINAL GRANTS.

11
12 THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION
13 IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYORS' ACT
14 OF THE STATE OF CALIFORNIA.

15
16 
17

18 ROBERT HENNON, PLS (LIC. EXPIRES 9-30-2017)
19 HENNON SURVEYING & MAPPING, INC
20 601 E. GLENOAKS BLVD., GLENDALE, CA 91207
21 EMAIL: HENNON@AOL.COM WWW.HENNON.COM
22 PH: 818-243-0640

23
24 PROJECT 3418
25 DATE: JUNE 11, 2016
26 FILE: 3418-AIRPORT-LEGAL



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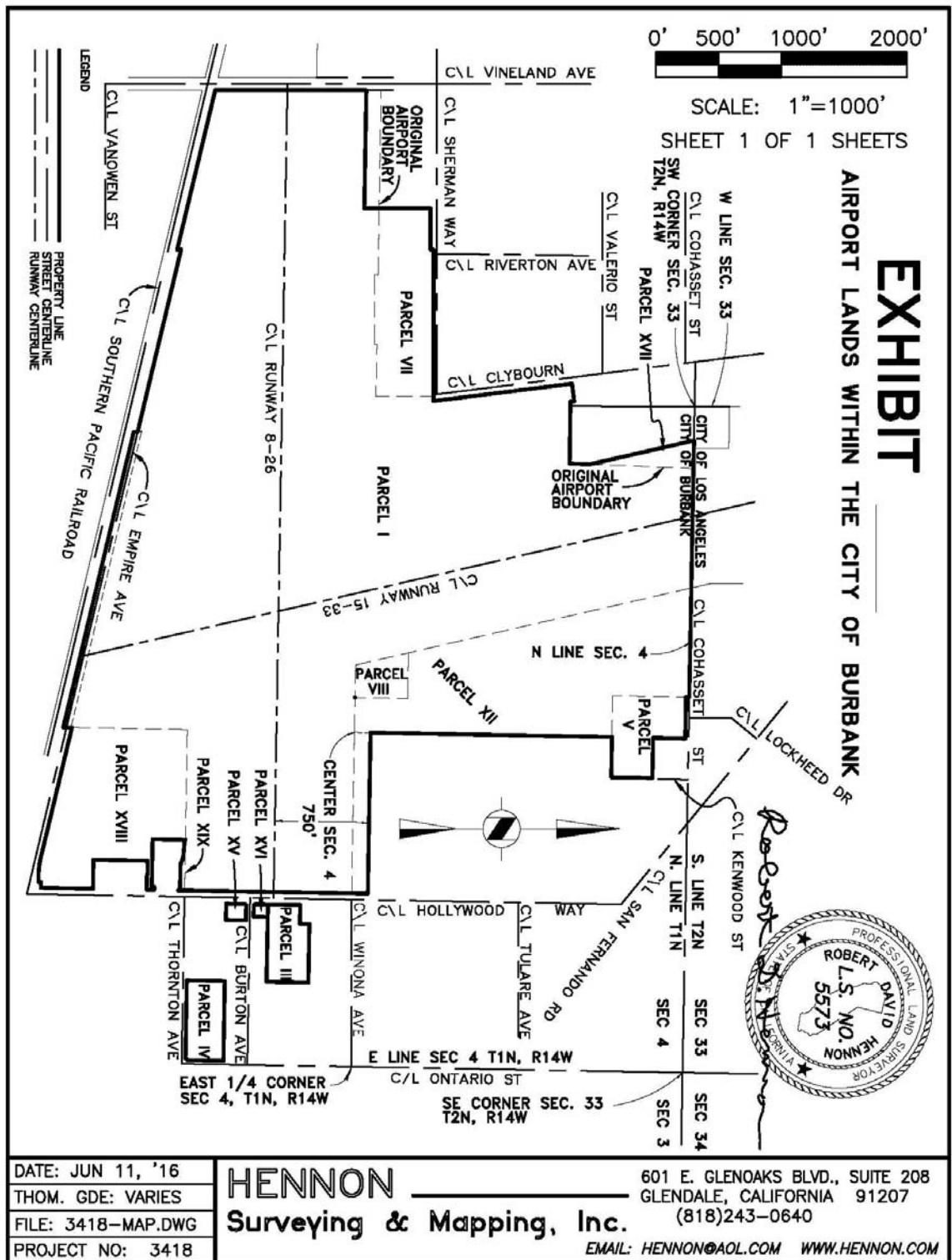


EXHIBIT C
PROJECT DESCRIPTION

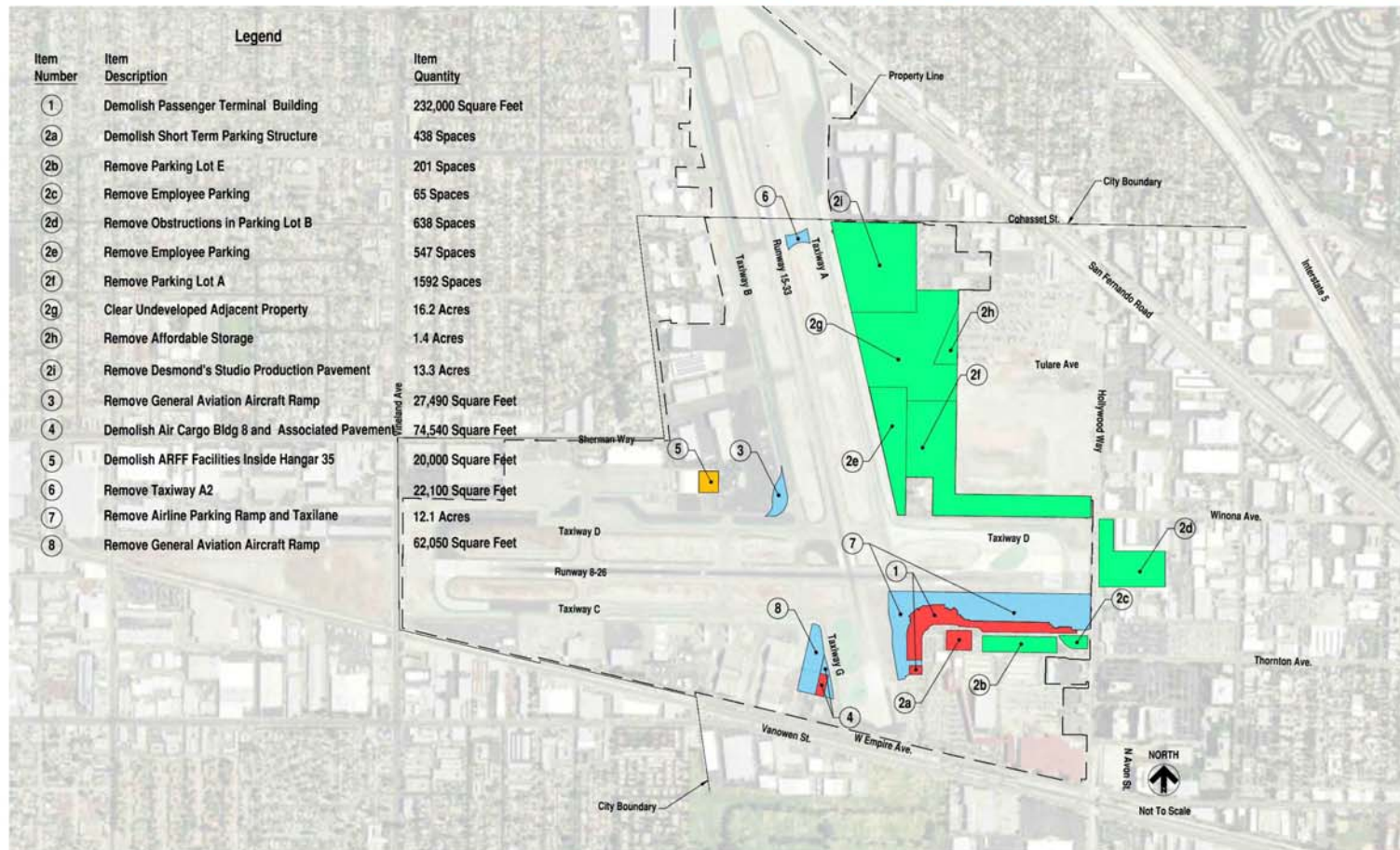
(Attached.)

ADJACENT PROPERTY FULL-SIZE TERMINAL OPTION

On Adjacent Property

1. 14 Gate Passenger Terminal - 355,000 square feet - 2 floors with basement, which includes:
 - Tenant Space
 - Tenant Common Areas
 - Concessions
 - TSA/Security
 - Public Space
 - Authority Offices
 - Indoor Luggage Return
 - Mechanical/Utility Plant
2. New Air Cargo Building – 8,000 square feet
3. New Ground Service Equipment/Terminal Maintenance Building – 8,000 square feet
4. Parking
 - New Structure – 3180 passenger vehicle spaces with Valet Center
 - New Employee Structure 600 spaces
 - Close Lots A (when replacement parking is constructed and opened)
 - Close Lots B & E (when replacement parking is constructed and opened)
 - Retain Lots C, D & G
 - Retain and reconfigure valet parking structure and surface lot on Southeast Quadrant
 - Total Public spaces 6637 and Employee spaces 600
5. Realignment and extensions of taxiways
6. Replacement Aircraft Rescue and Fire Fighting (ARFF)/POLICE/EOC Building 25,000 square feet
7. Construction of new loop road on Adjacent Property and reconfiguration of existing loop road on Southeast Quadrant
8. Demolition of Existing Terminal and Parking Structure
9. Demolition of Existing Air Cargo Building

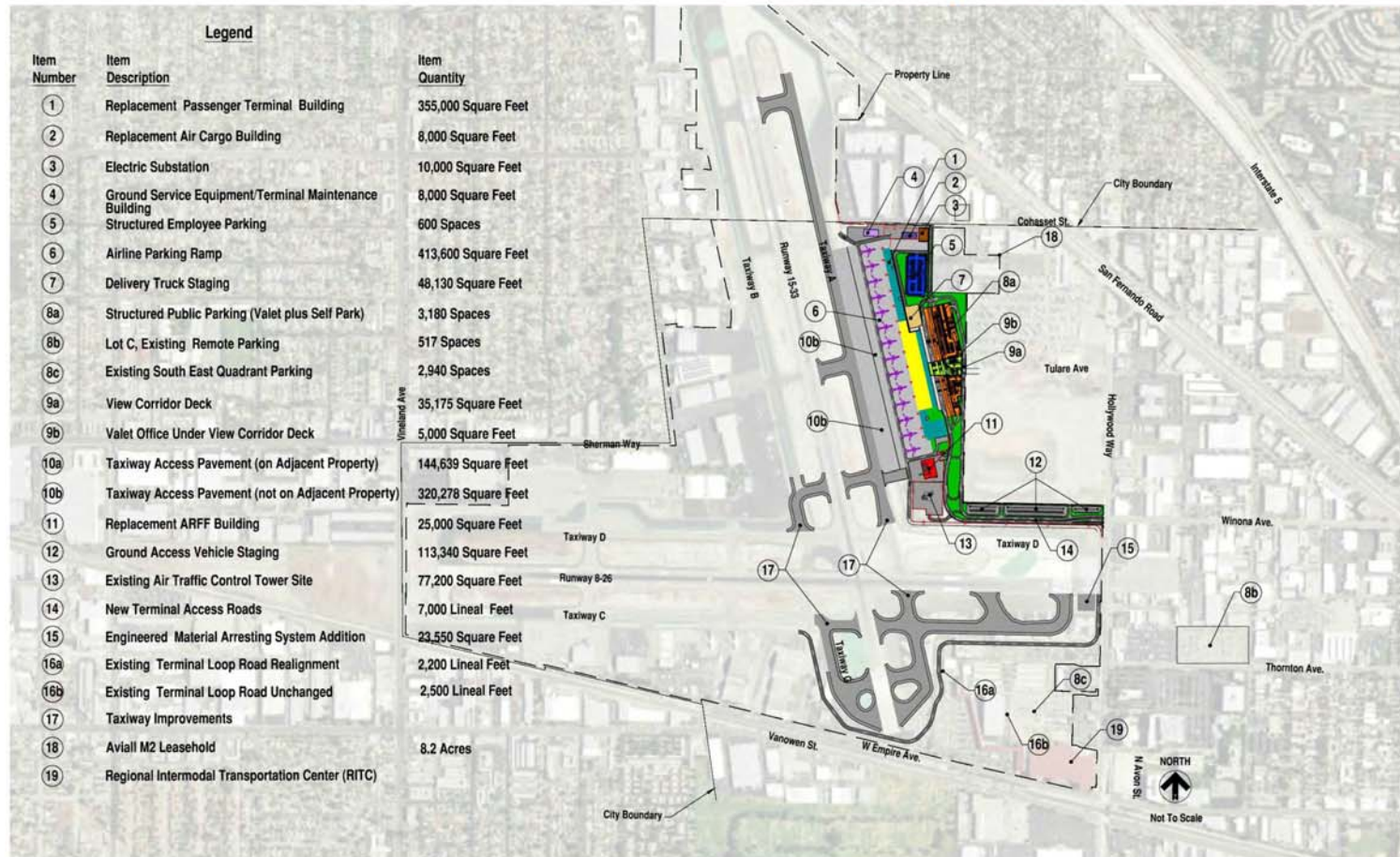
ADJACENT PROPERTY, FULL SIZE TERMINAL ALTERNATIVE



4

EXHIBIT 2
OVERALL DEMOLITION PLAN

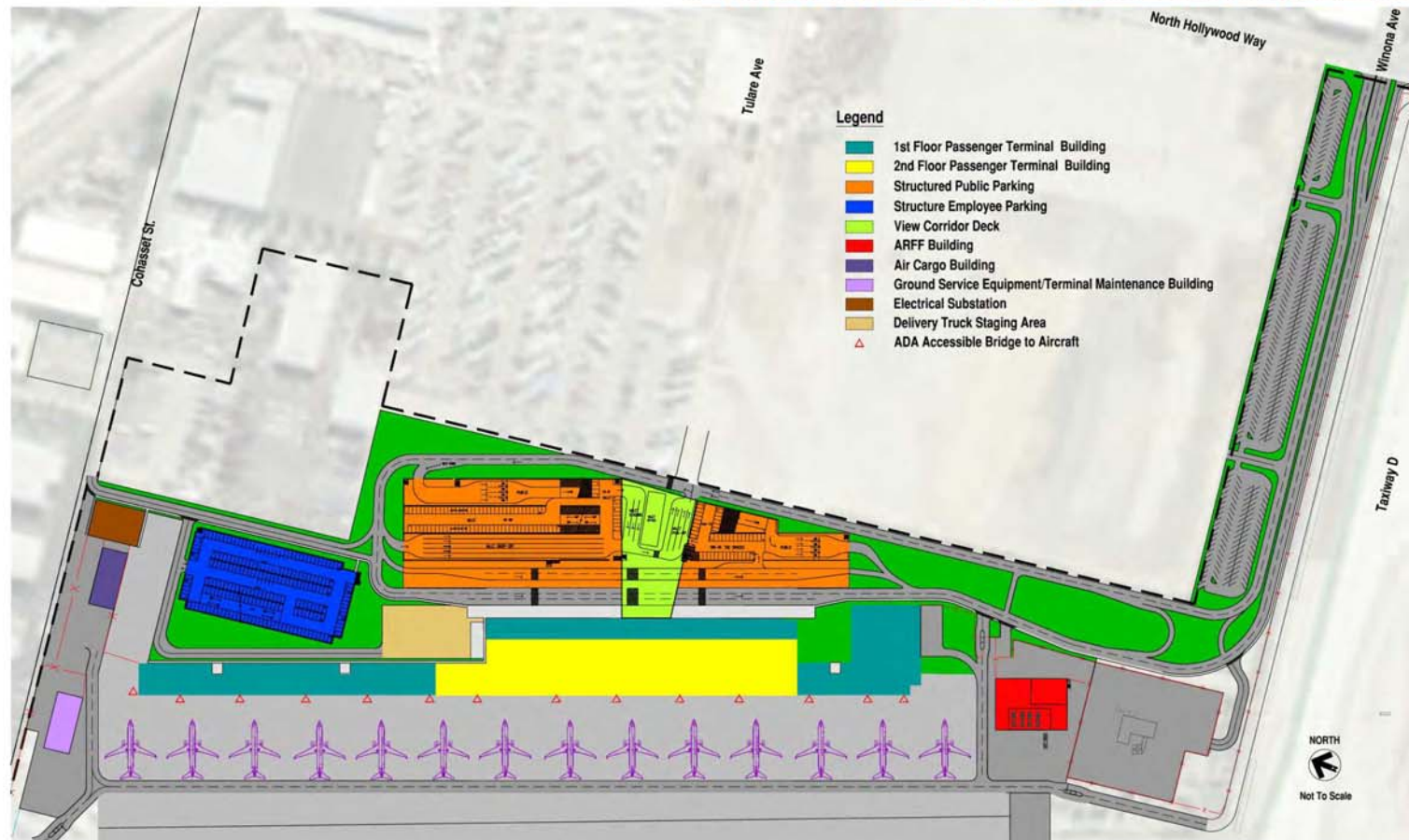
ADJACENT PROPERTY, FULL SIZE TERMINAL ALTERNATIVE



5

**EXHIBIT 3A
OVERALL SITE PLAN**

ADJACENT PROPERTY, FULL SIZE TERMINAL ALTERNATIVE



6

EXHIBIT 3B
SITE PLAN, 1 OF 2

ADJACENT PROPERTY, FULL SIZE TERMINAL ALTERNATIVE

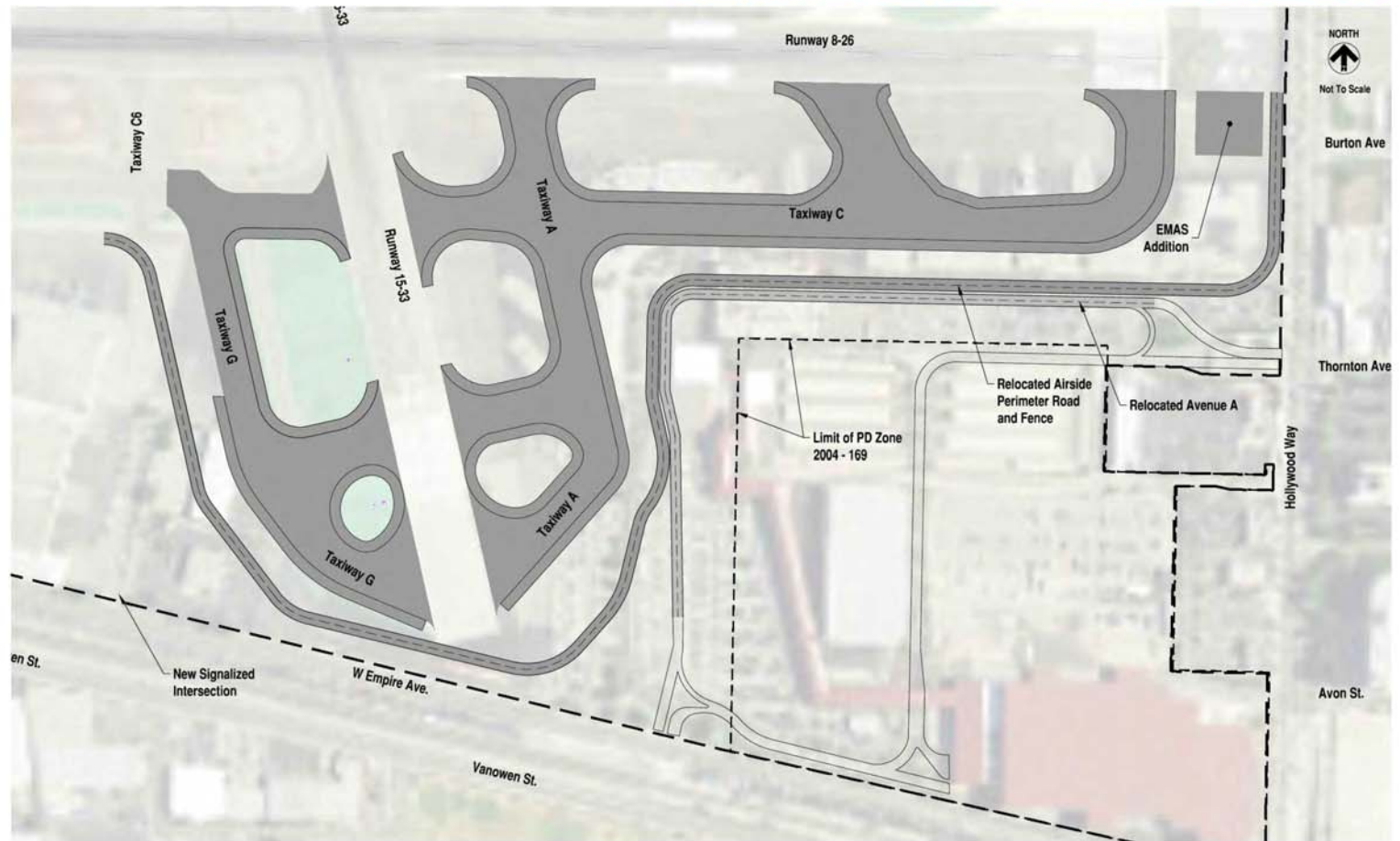


EXHIBIT 3C
SITE PLAN, 2 OF 2

SOUTHWEST QUADRANT FULL-SIZE TERMINAL OPTION

1. Realignment and extensions of taxiways
2. Replacement Aircraft Rescue and Fire Fighting (ARFF)/POLICE/EOC Building 25,000 square feet on Adjacent Property
3. Demolition of Existing Terminal and Parking Structure
4. Demolition of Existing Air Cargo Building
5. New controlled signal at Empire/SW Terminal
6. Reconfiguration of existing loop road on Southeast Quadrant

On the Southwest:

7. 14 Gate Passenger Terminal - 355,000 square feet - 2 floors with basement, which includes:
 - Tenant Space
 - Tenant Common Areas
 - Concessions
 - TSA/Security
 - Public Space
 - Authority Offices
 - Indoor Luggage Return
 - Mechanical/Utility Plant
8. Repurposed Hangar 1 of 30,000 square feet to include Air Cargo Building use of 8,000 square feet and Ground Service Equipment/Terminal Maintenance Building use of 8,000 square feet.³
9. Parking
 - New Structure – 3180 passenger spaces with Valet Center
 - New Employee Structure 600 spaces
 - Close Lots A, B & E (when replacement parking is constructed and opened) and reuse Lot E for Ground Access vehicle Staging
 - Retain Lots C, D & G
 - Retain and reconfigure valet parking structure and surface lot on Southeast Quadrant
 - Total Public spaces 6637 and Employee spaces 600

Relocated from Southwest to Northwest –APN 2466-19-904 (C-1 Site) and APN 2466-11-904 (portion of Northwest Quadrant near T-Hangars)

10. Air freighter (UPS & FedEx) Hanger/Office and Public Access – 126, 351 sq. ft. (as depicted in site map attached as F-1)

Relocated from Southwest to Adjacent Property

11. Shared Ramp/Taxilane

³ If Hangar 1 cannot be repurposed, a new Air Cargo and Ground Service Equipment/Terminal Maintenance building of 16,000 square feet will be constructed on the site of Hangar 1, which will be demolished or relocated.

12. Public Access Road and Leasable Landside for General Aviation users
13. General Aviation Hangars/Offices – not to exceed 215,771 sq. ft. (The amount of square footage of general aviation hangars/offices to be relocated to the Adjacent Property may not exceed the amount of square footage of general aviation hangars/offices demolished on the Southwest Quadrant.)
14. Rental Car Storage no more than 4.5 acres

SOUTHWEST QUADRANT, FULL SIZE TERMINAL ALTERNATIVE

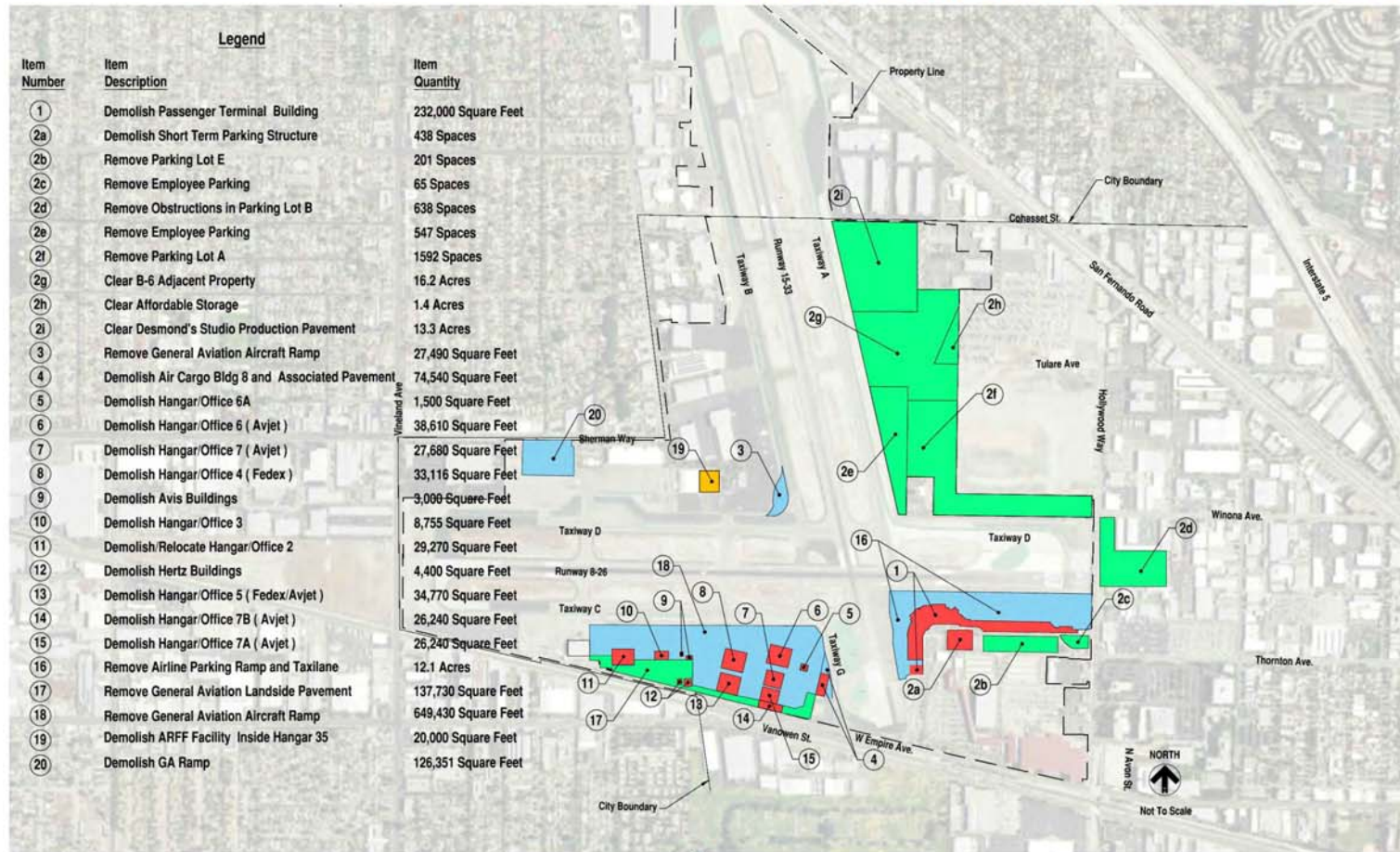
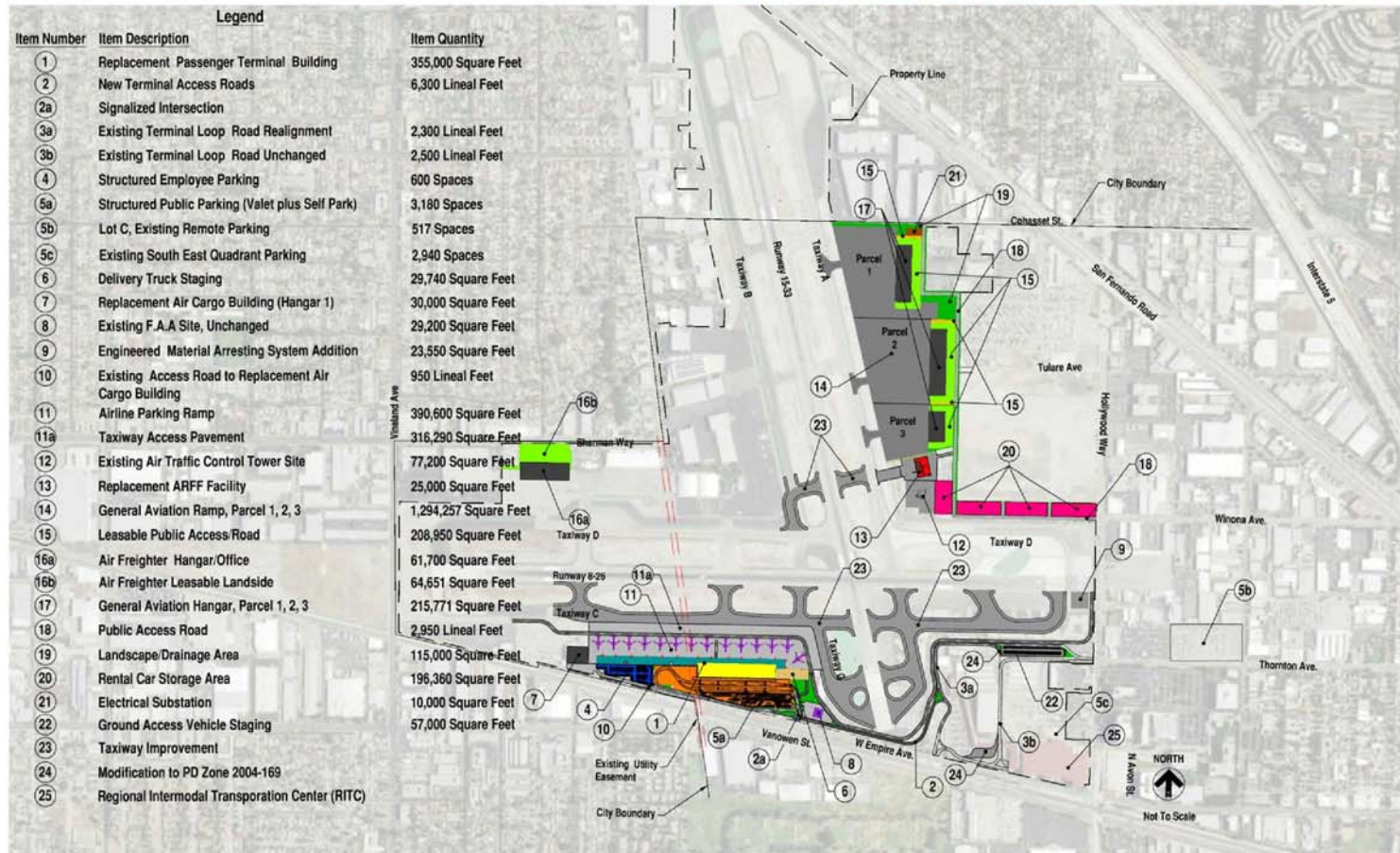


EXHIBIT 12
OVERALL DEMOLITION PLAN

SOUTHWEST QUADRANT, FULL SIZE TERMINAL ALTERNATIVE



5

EXHIBIT 13A
OVERALL SITE PLAN

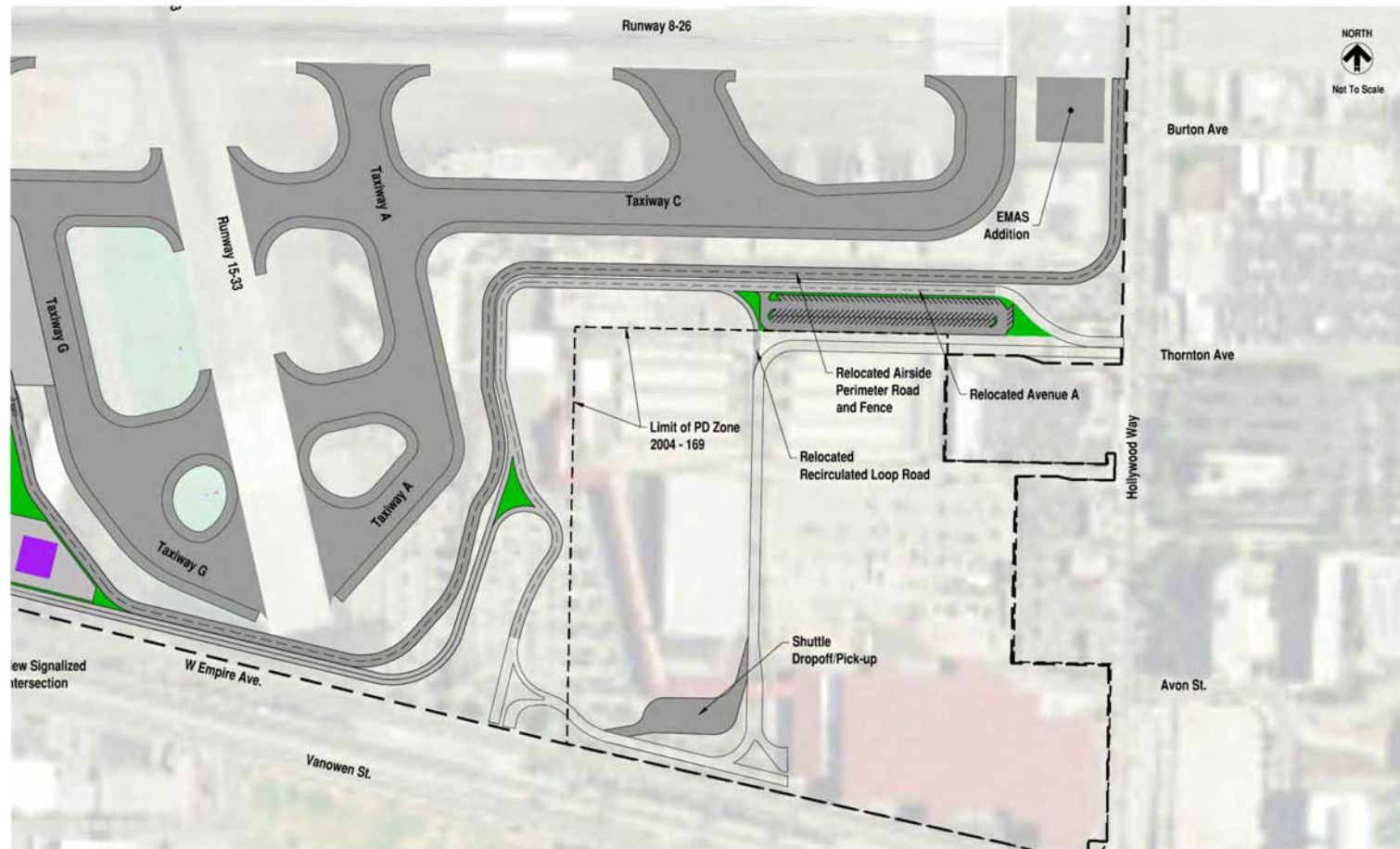
SOUTHWEST QUADRANT, FULL SIZE TERMINAL ALTERNATIVE



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EXHIBIT 13B
SITE PLAN, 1 OF 2

SOUTHWEST QUADRANT, FULL SIZE TERMINAL ALTERNATIVE



7

EXHIBIT 13C
SITE PLAN, 2 OF 2

EXHIBIT D
EASEMENT MODIFICATION

(Attached.)

EXHIBIT E
PUC SECTION 21661.6(e) RESOLUTION

(Attached.)

EXHIBIT F
MASTER ORDINANCE

(Attached.)

EXHIBIT G
CONDITIONS OF APPROVAL

(Attached.)

EXHIBIT H

DESIGN REQUIREMENTS

I. DESIGN VALUES

The parties agree that it is important for the design of the new passenger terminal to reflect what is characteristic of the region in general and what is characteristic of Burbank in particular.

The Authority shall engage Burbank residents and the public generally in the design process from start to finish. This means a participatory process. The Authority shall engage the community at each stage of design through the declaration of the preferred design.

The parties share the following design values and, when selecting the preferred design, the Authority shall make findings regarding the following design values:

- A. Where possible, the interior of the terminal shall be visually opened to the outside.
- B. Architectural style, colors, and materials for the terminal shall be applied to adjacent parking structures, so there is consistency between the terminal and structures. Design, materials and construction shall conform to principles of environmental sustainability.
- C. Form and appearance shall not be sacrificed for function. The terminal and related structures should have both.
- D. The design shall promote a truly multi-modal experience and link to mass transit.
- E. The design shall deliver memorable “gateway experiences” for visitors who begin and end their visit at the airport.

II. DESIGN STANDARDS

The following design standards are applicable to the passenger terminal and where applicable the Project and Property.

A. General

- 1. Maintain a view corridor from the terminal by considering the physical setting of the terminal (Verdugo Mountains, San Fernando Valley, etc.). [Adjacent Property option only]
- 2. Shade in waiting areas, ample sidewalk width in outdoor waiting areas.

3. Landscaping throughout project site, exterior of front of terminal, garages to the extent practical, garage perimeter where practical, loop road, site entrances from public streets, as well as around General Aviation Hangars and surface parking lots relocated to the Adjacent Property.
4. No advertising billboards visible from a City street shall be constructed, installed or maintained on the exterior of the property.
5. Reflective glass shall not be used.

B. Parking Structures

1. Minimize height of parking garage levels. Eight-two feet shall be the maximum height allowed for any parking structure.
2. Use of minimum lighting in garages and parking lots required for safety and security - typically approximately 10 footcandles average illumination.
3. The visible edges of all parking structures shall be made visually attractive through choice of material, landscaping and/or terracing.
4. Vehicular and pedestrian circulation routes shall be clearly indicated.
5. Independent and separate pedestrian access shall be provided from all parking structures or surface parking lots to all surrounding principal uses.
6. All parking structures shall be architecturally compatible with the terminal building.
7. Exterior facades should be articulated so that there is relief from long uninterrupted horizontal and/or vertical lines.

C. Landscaping

1. The following shall be the minimum requirements for the provision and maintenance of landscape areas:
 - a. Irrigation. All landscaped areas shall be provided with irrigation capable of complete coverage of the areas and designed to minimize run-off and other wasting of water. Such system shall be maintained in a fully operational condition.

- b. Application. All portions of a lot not paved or occupied by a structure shall be landscaped. All yard areas required by this Project shall be landscaped unless utilized for a permitted use. These requirements shall apply to buildings and parking facilities constructed subsequent to adoption of this Project.
- c. Landscaping Materials. All landscaped areas shall be landscaped with a mixture of a ground cover, shrubs and trees, and may include decorative rock, sculpture, walkways, patios and/or fountains. Some of the following requirements will only address the quantity of trees to be provided, however the indication of required trees means that a complementary quantity of ground cover and three shrubs per tree shall also be provided.
- d. Quantity. Surface Parking lots. One tree shall be provided for each five parking spaces. These trees may be clustered, but a minimum of one cluster for each one hundred feet of a row or double row of parking spaces shall be provided. Trees shall be provided in or bordering the parking area and shall be of a species that provides a broad canopy.
- e. Quantity. Parking structures. One tree shall be provided for each twenty-five feet of the perimeter of the structure. These trees may be clustered but one cluster shall be located for each one hundred feet along a public or private street frontage. Trees shall border the parking structure and shall be of a species that will obtain a mature height of not less than the height of the structure. The trees shall be of a species or shall be located or trimmed in such a way as to prevent being a means of gaining access to otherwise secured areas.
- f. Quantity. Street trees. Street trees may be required in addition to other required landscaping. Four trees per one hundred lineal feet of City street frontage including the terminal loop road is the minimum amount required along the street frontage. Such trees shall be installed according to Municipal Code Section 21.42.060. Type of tree shall be determined by the Director of Public Works. [Southwest Property option only]
- g. Minimum Size. Required trees. At least fifteen gallon, provided that any site with more than one hundred feet of street frontage shall also provide one tree of not less than twenty-four inch box size for each one hundred feet of street frontage.
- h. Minimum Size. Required shrubs. At least five gallon.

- i. Minimum Size. Ground cover. Lawn shall be of sod and shall cover the proposed area; other ground cover shall be planted in such a way as to result in coverage of the area within one year.
- j. Substitutions. If adequate space to plant a fifteen gallon tree is not available, three five gallon shrubs may be substituted for each tree, upon the approval of the Community Development Director. If a significant concentrated planting is more appropriate than linear screen planting, one thirty-six inch box tree may be substituted for three fifteen gallon trees, upon the approval of the Community Development Director. Hydro mulch or seeding for a large lawn may be substituted for sod upon the approval of the Community Development Director.

D. Screening

- 1. Open Storage. All open storage shall be screened by a solid wall. No material being stored shall be visible above such wall. All such walls shall be screened by vines not less than ten feet on center.
- 2. Parking Lots. All parking lots facing a City street or Terminal Loop Road shall be screened by a solid wall or compact evergreen hedge, not less than three feet in height, or by a landscaped planter containing five gallon shrubs not less than three feet on center, or by a landscaped berm not less than three feet in height, or by a landscaped screening plan approved by the Community Development Director.
- 3. Parking Structures. All sides of a parking structure abutting a City street or Terminal Loop Road shall be screened by vines or other decorative screening.
- 4. Loading Areas. All truck loading areas or docks shall be screened from City streets or Terminal Loop Road by a building or masonry wall not less than six feet in height. All loading docks shall be designed so that they can be secured. Such screening walls shall be planted with vines not less than ten feet on center unless otherwise approved by the Community Development Director.

E. Sidewalks

Sidewalks shall be provided along N Hollywood Way. Sidewalks minimum X feet wide shall be provided from Hollywood Way to the terminal. [Adjacent Property option only]

III. DESIGN PROCESS

Below is a conceptual framework for future design charrette workshop series to guide the design process for the new terminal.

- A. Purpose and Intent. The purpose of design charrettes (or workshops) is to enhance architectural design and placemaking within and around the Replacement Terminal, and achieve a distinctive design representing a gateway into the City of Burbank and the region. The intent is to allow the involvement of the public and Burbank residents early in the design of the Replacement Terminal, and promote trust between citizens, the Authority, and the City. The Authority shall be solely responsible for organizing and conducting the design charrettes (or “workshops”). Participants will be tasked with envisioning an environment designed for all users, including pedestrians, transit riders, and drivers. All interested members of the public shall be invited to participate, without regard to any background or experience in architecture, urban design, planning, landscape architecture, art, engineering, or other design-related disciplines.
- B. Desire for Objective Process. It is desirable for the design process itself to be as objective as practicable, with the Authority creating tools such as: a nominal checklist to indicate the steps/procedures that have been completed; generating a checklist to report the design suggestions or elements (suggested by the public and City residents) that have been accepted and incorporated into the final architectural design; or equivalent objective criteria/tools by which an independent third-party consultant may reference to unequivocally ascertain the Authority’s compliance with these conditions of approval.
- C. Charrette Goals/Objectives. Participants will be asked to generate ideas pertaining to the exterior design of the Replacement Terminal including, but not limited to: architectural design, massing and scale, vertical and horizontal articulation, treatments and finishes (materials and colors), compatibility with surrounding adjacent structures, lighting and signage, shading and weather protection, wayfinding and gateway elements, and identifying amenities and placemaking components that would enhance the experience for travelers and visitors.
- D. Design Charrette or Workshop Procedures.
 - 1. A series of workshops shall be conducted prior to completing any construction documents (architectural) for the Replacement Terminal, and prior to the Authority formally submitting any application(s) for building permit(s).
 - 2. The Authority shall hire a professional consultant with significant experience acting as a moderator and facilitator for design workshops

or design charrettes. The experience must include components related to architecture or exterior building design. The experience may include topics related to urban design. The experience need not be from airport-related projects.

3. Charrette/workshop format shall be interactive for all participants, and shall utilize a microphone for public speakers as well as a professional facilitator to formally moderate the meeting. The Authority may utilize the services of a court reporter or other professional to document the public comments and proceedings.
4. A minimum of six (6) design charrettes/workshops shall be conducted, shall be held no more frequently than one workshop every thirty (30) days, shall be held no less than one workshop every 180 days, and allow for a minimum of three feedback loops. The Authority at its sole discretion may select the timing and frequency of the meeting series. Following the first workshop, the City prefers that every subsequent workshop be successive and iterative, i.e., demonstrating to attendees and the public the extent of design changes that have been made since the prior workshop(s). The iterative process should be convergent (meaning it should come closer to the desired result as the number of iterations increases). Feedback cycles should include: public meeting vision; alternative concepts for design; public meeting input; declaration of preferred design; open house review; and public meeting confirmation.

E. The series of design charrettes/workshops shall incorporate the following features:

1. Discussion of large-scale design elements (e.g., overall architectural design, massing and scale, vertical and horizontal articulation, compatibility with surrounding adjacent structures);
2. Discussion of finer-grain details (architectural treatments and finishes such as materials and colors, wayfinding and gateway elements, and identifying amenities and placemaking components that would enhance the experience for travelers and visitors);
3. Discussion of small-scale design elements (landscaping and open space, lighting and signage, shading and weather protection, people spaces and plazas);
4. The Authority at its sole discretion may select which topics will be discussed in the various charrettes or workshops;

5. The City prefers that the progression of topics begin with large-scale design elements, and then subsequently proceed to moderate- and small-scale design elements.

EXHIBIT I
PROJECT DESIGN FEATURES

(Attached.)

I.1 INTRODUCTION

This appendix describes Project Design Features (PDFs) associated with the EIR. PDFs are not mitigation measures, but rather features the Authority has committed to building into the replacement terminal project that will help further reduce potential environmental effects.

I.2 PROJECT DESIGN FEATURES MATRIX

The Project Design Features matrix below includes the following sections:

- **Timing.** This column identifies the PDF specified within the EIR that would reduce potentially significant environmental effects.
- **Responsible Entity.** This column specifies the entity responsible for ensuring the PDF is implemented.
- **Notes.** This section will allow for the signature of the responsible entity and date when a PDF milestone has been reached.

<p>PDF-AES-1:</p> <p>All outdoor lighting for individual buildings, other than signs, would be limited to lighting required for safety, security, low-level architectural illumination, and landscaping. The Authority would comply with all applicable rules/regulations of the FAA, the California Division of Aeronautics, and the Los Angeles County Airport Comprehensive Land Use Plan pertaining to lighting and glare control. Specific features would include the following:</p> <ul style="list-style-type: none"> • Use high-cutoff and/or shielded light fixtures that shall direct light downward (i.e., not allow illumination above the horizontal). • LED or bulb colors would be installed that cannot be confused with airfield lighting, navigational aids, or other airfield operational lighting. • Except for FAA-required lighting, no other flashing or strobing lighting directed upward into the sky would be included. • Glare within the property of the Airport would be minimized to the maximum extent feasible primarily for the safety of arrival and departure of aircraft. • All project lighting should be designed to eliminate glare onto adjacent properties. The design of light standards should be compatible with the building architecture and adjacent light standards in the public right-of-way and adjacent properties. (City Comment #5) • Glare (existing and proposed) within the airport property should be minimized to the maximum extent feasible primarily for the safety of landing and take-off operations. The Authority shall hire a licensed electrical engineer to design and implement measures to reduce light and glare from the Regional Intermodal Transportation Center (RITC) building. 	<p>Prior to the start of construction and during design During construction After construction</p>	<p>Authority</p>	
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Agricultural and Forestry Resources			
None.			

Air Quality			
<p>PDF-AIR-1: GREEN BUILDING MEASURES</p> <p>The Authority would design and operate the replacement passenger terminal to meet or exceed the applicable green building, energy, water, and waste requirements of the State of California Green Building Standards Code and the City of Burbank GGRP. Green building measures would include, but are not limited to the following:</p> <ul style="list-style-type: none"> • The Airport would implement a construction waste management plan to recycle and/or salvage a minimum of 75 percent of nonhazardous construction debris. • The Airport would be constructed with materials, equivalent in performance to virgin materials with a total (combined) recycled content value (RCV) of 10 percent or more of the total material cost of the Airport. • The Airport would design and operate the replacement passenger terminal to meet or exceed the Title 24, Part 11 (CALGreen) Tier 1 standards and would optimize energy performance and reduce building energy cost by at least 15 percent for new commercial construction compared to the Title 24, Part 6 standards. • The Airport would optimize energy performance and reduce building energy cost by installing energy efficient commercial appliances that meet the USEPA ENERGY STAR rating standards or equivalent. • The Airport would design the replacement passenger terminal to reduce its contribution to the urban heat island effect by using roofing materials with a minimum aged solar reflectance and thermal emittance or a minimum aged Solar Reflective Index (SRI) that meets or exceeds the Title 24, Part 11 (CALGreen) Tier 1 	<p>During design During construction Post construction and operation of the replacement terminal</p>	<p>Authority</p>	

<p>standards.</p> <ul style="list-style-type: none"> • The Airport would design the replacement passenger terminal with solar-ready rooftops that are pre-wired for the installation of on-site solar photovoltaic (PV) or solar water heating (SWH) systems. • The Airport would include double-paned windows to keep heat out during summer months and keep heat inside during winter months; • The Airport would reduce indoor potable water use within the replacement passenger terminal by installing water fixtures that exceed applicable standards. The reduction in indoor potable water would be achieved through the installation of high-efficiency water faucets, high efficiency toilets, flushless urinals, and other similar means; • The Airport would reduce outdoor potable water use associated with the replacement passenger terminal landscaping as per the Title 24, Part 11 (CALGreen) Tier 1 standards by installing water-efficient irrigation systems, planting native or drought-tolerant plant species, using recycled water, or other similar means. • The Airport would provide recycling collection bins within appropriate publicly accessible locations of the replacement passenger terminal; • The Airport would design and operate the replacement passenger terminal such that mechanically ventilated areas would utilize air filtration media for outside and return air prior to occupancy that provides at least a Minimum Efficiency Reporting Value (MERV) of 11. • To encourage employee carpooling and the use of low-emitting or fuel-efficient vehicles by employees, the Authority would designate a minimum of 10 percent of the onsite employee parking for carpool and/or low-emitting or fuel-efficient vehicles. To encourage public transportation use by the Authority employees, the 			
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<p>Authority shall provide incentives, such as discounted public transportation passes.</p> <ul style="list-style-type: none"> • The Authority will pre-wire, or install conduit and panel capacity for, electric vehicle charging stations for a minimum of five (5) percent of onsite relocated parking spaces, of which 50 spaces would be installed with electric vehicle charging stations upon opening of the replacement passenger terminal. • The replacement terminal gates shall be designed with electric infrastructure to allow for aircraft and ground support equipment to utilize electric power. New hangars would be designed to include electric infrastructure to provide the ability for aircraft in the hangars to use electricity. • The Authority would provide incentives to encourage the use of public transportation by Authority employees. • The Authority would require the use of electric lawn mowers and leaf blowers during landscaping activities. • The Authority would require the use of electric or alternatively-fueled sweeper with HEPA filters for roadways and parking structures. 			
<p>PDF-AIR-2: CONSTRUCTION MEASURES</p> <p>The Authority shall require construction contractor(s) to utilize off-road diesel-powered construction equipment that meets or exceeds the CARB and USEPA Tier 3 off-road emissions standard with Level 3 diesel particulate filters for equipment rated at 100 hp or greater during Airport construction. To the extent possible, pole power will be made available for use with electric tools, equipment, lighting, etc. These requirements shall be included in applicable bid documents and successful contractor(s) must demonstrate the ability to supply such equipment. A copy of each unit's certified tier specification or model year specification and CARB or SCAQMD operating permit (if applicable) shall be available upon request at the time of mobilization of each applicable unit of equipment. The Authority shall encourage</p>	<p>Project bid documents During construction</p>	<p>Authority Contractor</p>	

<p>construction contractors to apply for SCAQMD "SOON" funds, which provides funds to accelerate the clean-up of off-road diesel vehicles, such as heavy duty construction equipment. More information on this program can be found at the following website: http://www.aqmd.gov/tao/Implementation/SOONProgram.htm.</p>			
<p>PDF-AIR-3: REGULATION IV - PROHIBITIONS</p> <p>This regulation sets forth the restrictions for visible emissions, odor nuisance, fugitive dust, various air emissions, fuel contaminants, start-up/shutdown exemptions, and breakdown events. The following is a list of rules which may apply to the Airport:</p> <ul style="list-style-type: none"> • Rule 402 - Nuisance: This rule states that a person shall not discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property. • Rule 403 - Fugitive Dust: This rule requires projects to prevent, reduce or mitigate fugitive dust emissions from a site. Rule 403 restricts visible fugitive dust to the project property line, restricts the net PM10 emissions to less than 50 micrograms per cubic meter and restricts the tracking out of bulk materials onto public roads. Additionally, projects must utilize 1 or more of the best available control measures (identified in the tables within the rule). Mitigation measures may include adding freeboard to haul vehicles, covering loose material on haul vehicles, watering, using chemical stabilizers and/or ceasing all activities. Finally, a contingency plan may be required if so determined by 			

the U.S. EPA. (From EIR p. 3.4-9)			
<p>PDF-AIR-4: REGULATION XI - Source Specific Standards: Regulation XI sets emissions standards for different specific sources. The following is a list of rules which may apply to the Airport:</p> <ul style="list-style-type: none"> • Rule 1113 - Architectural Coatings: This rule requires manufacturers, distributors, and end users of architectural and industrial maintenance coatings to reduce VOC emissions from the use of these coatings, primarily by placing limits on the VOC content of various coating categories. • Rule 1146.1 - Emissions of Oxides of Nitrogen from Small Industrial, Institutional, and Commercial Boilers, Steam Generators, and Process Heaters: This rule requires manufacturers, distributors, retailers, refurbishers, installers, and operators of new and existing units to reduce NOX emissions from natural gas-fired water heaters, boilers, and process heaters as defined in this rule (greater than 2 million British thermal units [Btu] per hour and less than 5 million Btu per hour). • Rule 1146.2 - Emissions of Oxides of Nitrogen from Large Water Heaters and Small Boilers and Process Heaters: This rule requires manufacturers, distributors, retailers, refurbishers, installers, and operators of new and existing units to reduce NOX emissions from natural gas-fired water heaters, boilers, and process heaters as defined in this rule (less than or equal to 2 million Btu per hour). • Rule 1186 - PM10 Emissions from Paved and Unpaved Roads, and Livestock Operations: This rule applies to 			

owners and operators of paved and unpaved roads and livestock operations. The rule is intended to reduce PM10 emissions by requiring the clean up of material deposited onto paved roads, use of certified street sweeping equipment, and treatment of high-use unpaved roads (see also Rule 403). [From EIR p. 3.4-9]			
<p>PDF-AIR-5: REGULATION XIV - Toxics and Other Noncriteria Pollutants: Regulation XI sets emissions standards for TACs and other noncriteria pollutant emissions. The following is a list of rules which may apply to the Airport:</p> <ul style="list-style-type: none"> • Rule 1402 - Control of Toxic Air Contaminants from Existing Sources: This rule sets standards for health risk associated with emissions of TACs from existing sources by specifying limits for maximum individual cancer risk (MICR), cancer burden, and noncancer acute and chronic hazard index (HI) applicable to total facility emissions and by requiring facilities to implement risk reduction plans to achieve specified risk limits, as required by the AB 2588 Air Toxics Hot Spots Program and this rule. The rule also specifies public notification and inventory requirements. • Rule 1403 - Asbestos Emissions from Demolition/Renovation Activities: This rule requires owners and operators of any demolition or renovation activity and the associated disturbance of asbestos-containing materials, any asbestos storage facility, or any active waste disposal site to implement work practice requirements to limit asbestos emissions from building demolition and renovation activities, including the removal and associated disturbance of asbestos-containing materials. Additional regulatory details, environmental setting, and impacts associated with asbestos are discussed in Section 3.9. • Rule 1472 - Requirements for Facilities with Multiple 			

Stationary Emergency Standby Diesel-Fueled Internal Combustion Engines: This rule regulated diesel particulate matter emissions from facilities with three or more stationary emergency standby diesel-fueled internal combustion engines. Facilities which comply with all applicable requirements of Rule 1402, including emissions from diesel engines at the facility, may be exempt from this rule.			
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Biological Resources			
None.			
Cultural Resources			
None.			
Geology and Soils			
PDF-GEO-1: Seismic Design Standards All structures would be designed and built in accordance with City of Burbank Building Division requirements and current seismic design provisions of the 2013 CBC or using the Building Code in effect when final design plans are submitted. [EIR p. 3.7-9]			
PDF-GEO-2: Subsurface geotechnical evaluation report. Prepare a detailed subsurface geotechnical evaluation report to assess the potential for dynamic compaction and recommend structural design techniques to reduce the impacts from seismically induced ground failure as required by the 2013 CBC or by the Building Code in effect when final design plans are submitted. [EIR p. 3.7-10]			
PDF-GEO-1: Stormwater pollution prevention plan (SWPPP) Prepare a stormwater pollution prevention plan (SWPPP) and implement best management practices (BMPs), as required by the Los Angeles Regional Water Quality Control Board, which would minimize the potential for soil erosion. During operation of the replacement terminal, BMPs related to ongoing drainage			

design and maintenance practices would be included in the SWPPP and implemented to reduce soil erosion during operation. [EIR p. 3.7-11]			
Greenhouse Gas Emissions			
See Air Quality Project Design Features.			
Hazards and Hazardous Materials			
<p>PDF-HAZ-1</p> <p>The proposed project would implement fugitive dust control measures consistent with SCAQMD rules and regulations. The dust control measures would consist of various elements including: proper maintenance and watering of internal haul roads; water spraying of soil excavated and placed for cover or soil reconsolidation; applying water on intermediate soil cover areas; and seeding/planting vegetation on the completed protective cap. Water used for this purpose would most likely be recycled water. In addition, to water, other approved fugitive dust control measures could be used, such as Soil-Sement® or foam. This project design feature is consistent with SCAQMD Rule 403 requirements (see also Section 3.4).</p>	During construction	Contractor	
<p>PDF-HAZ-2</p> <p>The proposed project would comply with applicable SCAQMD rules that govern the control of air pollutant emissions from the Airport, including SCAQMD Rule 1166 – Volatile Organic Compound Emissions from Decontamination of Soil. This would include the following:</p> <ul style="list-style-type: none"> • Submit a Mitigation Plan to minimize VOC emissions during excavation, grading, handling and treatment of VOC contaminated soil in accordance with Attachment A of SCAQMD Rule 1166, and obtain approval from the SCAQMD. A copy of the approved plan must be on-site during the entire excavation period. Then plan specifies what to do if contaminated soils are encountered. If 	Project bid documents During construction Post construction	Authority Contractor	

<p>vapors are encountered during excavation, then soils would be monitored for VOC contaminated soils by recording concentrations every 15 minutes. If contaminated, soils would be segregated from non-contaminated soils. Contaminated soils would be sprayed with water and/or approved vapor suppressant and covered with plastic sheeting for all periods of inactivity lasting more than an hour. Daily inspections of contaminated soil would occur until soils are treated or removed. If treating soil onsite, a permit to construct and operate the treatment equipment would be obtained. Treatment options could include; an underground VOC collection and disposal system prior to excavation, or a collection and disposal of the VOC from the excavated soil using approved equipment. If transporting the soil off-site for disposal, trucks must be tarped and the exterior of the truck, trailer and tires would be cleaned off prior to the truck leaving the site.</p> <ul style="list-style-type: none"> • Monitor for the presence of VOC, and implement the approved mitigation plan when VOC-contaminated soil, as defined in Rule 1166, is detected. • If required, obtain a SCAQMD Permit for Project activities, and provide a copy of said Permit to the DTSC. 			
<p>PDF-HAZ-3</p> <p>Prior to leaving the Airport, each haul truck, and other delivery trucks that come in contact with Airport waste, would be inspected and put through procedures as necessary to remove loose debris from tire wells and on the truck exterior. Haul truck operators (drivers) would be required to have the proper training and registration by the State and as applicable to the material they would be hauling. Trucks transporting hazardous waste are required to maintain a hazardous waste manifest that describes the content of the materials.</p>	During construction	Contractor	

<p>PDF-HAZ-4</p> <p>The final design of the replacement passenger terminal shall include necessary consideration of vapor intrusion strategies and/or technologies, as warranted, based upon a refined review of existing soil gas survey data and relevant data collected during construction in accordance with SCAQMD Rule 1166 (PDF-HAZ-2) and PDF-HYDRO-2.</p>	During design	Authority	
<p>PDF-HAZ-5</p> <p>Any contaminated soils stockpiled at the site shall be stored in such a manner that underlying soils are not cross-contaminated. This could be accomplished by the use of heavy-duty plastic sheeting placed under and on top of the stockpiled materials, or other suitable methods. The management, treatment, or disposal of such material shall comply with all federal, state, and local regulations related to hazardous waste.</p>			
<p>PDF-HAZ-6</p> <p>All stockpiled contaminated materials shall be protected in order to prevent material from being washed into storm drains. This could be accomplished by the use of sand bags around material, heavy-duty plastic sheeting placed on top of smaller stockpiles of materials, or other suitable methods.</p>			
<p>PDF-HAZ-7</p> <p>Grading and demolition contractors shall be required by construction specifications to secure approval of haul routes to export or otherwise transport off-site excavated materials prior to commencement of such activity, pursuant to Burbank Municipal Code Title 7.</p>			

<p>PDF-HAZ-8</p> <p>Prior to issuance of a grading permit or Industrial Waste Discharge Permit for activities involving construction dewatering, evidence shall be provided to the City of Burbank Building Division and/or the Public Works Department, as appropriate, that a valid National Pollutant Discharge Elimination System (NPDES) and/or Industrial Waste Discharge permit is in place. The National Pollutant Discharge Elimination System (NPDES) and/or Industrial Waste Discharge permit shall include provisions for evaluating the groundwater for potential contamination and, if necessary, the need for treatment of dewatering discharge.</p>			
<p>PDF-HAZ-9</p> <p>The Airport Authority shall implement a soil import procedure to evaluate imported soils, satisfactory to the Regional Water Quality Control Board. The procedure shall include investigation of historical uses at the borrow site, soil sampling and analysis of soil prior to excavation and hauling to the airport property, and comparison of detected concentrations of any chemicals found in soil with appropriate health-based screening levels. Only soils that pass the screening shall be imported to the project site and used as fill.</p>			
<p>PDF-HAZ-10</p> <p>Cal/OSHA worker safety requirements provide for air monitoring during subsurface excavation activities including borings, grading, and trenching (on-site and off-site) to check for unsafe levels of hexavalent chromium, TCE, PCE, and other VOCs, carbon monoxide, etc. Should unsafe levels occur, appropriate safety measures shall be implemented, as required.</p>			

<p>PDF-HAZ-11</p> <p>Prior to the issuance of any building or engineering permit(s), the Airport Authority shall demonstrate to the satisfaction of the Directors of Public Works and Community Development that remedial actions, in accordance with adopted State standards applicable to any remedial action plan, are being implemented on-site and/or that new buildings shall include all necessary engineering controls (e.g., vapor barriers, passive or active ventilation system, on-going monitoring, etc.).</p>			
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Hydrology and Water Quality			
<p>PDF-HYDRO-1: LOW IMPACT DEVELOPMENT PLAN</p> <p>Prior to final design of the Adjacent Property Full-Size Terminal Option, Southwest Quadrant Full-Size Terminal Option, or Southwest Quadrant Same-Size Terminal Option, a Low Impact Development Plan would be developed by the Authority and submitted to the City of Burbank Community Development Director for approval. The LID Plan is required because the replacement terminal project is classified as a "Planning Priority Project" per the BMC and must comply with requirements of Section 9-3-413. The adjacent property and southwest quadrant sites will result in an alteration to 50-percent or more of the impervious surfaces of a previously existing development which was not subject to post-construction storm water quality control requirements. Therefore, all storm water runoff generated at these two locations must be treated. At the northeast quadrant site, less than 50-percent of the impervious surfaces of a previous development not subject to post-construction storm water quality control requirements will be altered. Therefore, only the area that is altered must be treated.</p> <p>The LID Plan would be designed to control pollutants, pollutant loads, and runoff volumes to the maximum extent feasible by</p>	During design	Authority	

<p>minimizing impervious surface areas and controlling runoff from impervious surfaces through infiltration, evapotranspiration, bioretention and/or rainfall harvest and use. The LID plan will detail how the project will comply with retaining storm water runoff onsite for the storm water quality design volume (SWQDv) and minimizing hydromodification impacts to the natural drainage systems. If 100-percent onsite retention of the SWQDv is technically infeasible, partially or fully, the infeasibility will be demonstrated in the LID Plan submitted for approval. Technically infeasible reasons could include; brownfield development sites or other locations where pollutant mobilization is a document concern, smart growth and infill or redevelopment locations where the density and/or nature of the project would create significant difficulty for compliance with the on-site volume retention requirements. If partial or complete onsite retention is technically infeasible, the project site may biofilter 1.5 times the portion of the remaining SWQDv that is not reliably retained onsite or alternatively off-site infiltration may be available. The remaining SWQDv that cannot be retained or biofiltered on- or off-site must be treated onsite to reduce pollutant loading. BMPs must be selected and designed to meet pollutant-specific benchmarks as required by the NPDES Permit. Flow-through BMPs may be used to treat the remaining SWQDv and must be sized appropriately based on either a rainfall intensity of 0.2 inches per hour or the one year, one-hour rainfall intensity as determined by the most recent Los Angeles County isohyetal map, whichever is greater.</p> <p>The LID Plan will identify permanent site design, source-control, and treatment-control BMPs that would be implemented as part of the project, including pollutant removal and protection of downstream water resources. The LID manual¹⁰ presents several alternatives for storm water quality control measures; retention based, biofiltration, vegetation based and treatment based. Potential retention/detention based options include constructed</p>			
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<p>wetlands and wet ponds, which would feature standing water which is not a suitable application for airports due to the risk of creating wildlife attractants per FAA AC 150/5200-33B. Additionally, a majority of the retention based, biofiltration, and vegetation measures are not feasible according to the LID manual as the drainage areas in the adjacent property, southwest quadrant and northeast quadrant are larger than 10 acres. The four remaining storm water quality control measures include sand filters, extended detention basin, permeable pavement with an underdrain system, and proprietary devices. The majority of the replacement terminal sites are occupied by pavement and structures so a sand filter is likely not feasible due to sizing restrictions. While apron pavement would not be able to be of permeable construction due to FAA pavement design requirements, sections of the surface parking lots could be made permeable; however the majority of the parking facilities in the proposed developments are parking structures. The project sites lie above the Burbank and North Hollywood Operable Units, which are known to have groundwater pollution, therefore, infiltration basins should be avoided because it can mobilize groundwater contamination¹¹. So, an underground extended detention basin is the only storm water quality control measure left. Any proprietary devices would need to be investigated further as the drainage basins are finalized and the final flow paths are determined. Therefore, the proposed storm water quality control measure is an underground detention basin where the water will be treated by going through synthetic treatment chambers prior to being hydraulically released into the storm drains when volume permits. The synthetic treatment chambers may contain, baffle boxes, modular wetlands, hydrocarbon bricks, CDS unit, etc. The final design will be specified in the LID Plan. The underground detention basis would reduce the amount of runoff enough to mitigate the increase in SWQDv flowrate as a result of implementation of the Adjacent Property Full-Size Terminal Option., Southwest</p>			
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<p>Quadrant Full-Size Terminal Option, and Southwest Quadrant Same Size Terminal Option to a less than significant impact.</p> <p>Table 3.10-4 of the FEIR, LID Source Control Measures, identifies source control measures taken from the County LID Manual. Of these 11 measures, storm drainage message and signage, outdoor trash storage, outdoor loading/unloading dock area, fuel-maintenance area and landscape irrigation are anticipated to be required due to the proposed operations. Storm drain message and signage requires that signs and messages be posted that discourage illegal dumping. Outdoor trash requirements include isolating the storm water impacted by the storage area and ensuring the waste is contained onsite via grading and screens until the materials can be disposed of properly. Outdoor loading and unloading include similar requirements such as isolating the bays from the surround drainage systems and covering the area to prevent any leakage of pollutants. Lastly, landscape requirements include design criteria to limit excessive runoff generated by the landscaping and minimize fertilize, pesticides, and herbicide uses. The LID Plan will include a detailed list of components and features that will be incorporated into the final project design. Implementation of these source control measures would reduce impacts at the Adjacent Property Full-Size Terminal Option, Southwest Quadrant Full-Size Terminal Option, and Southwest Quadrant Same Size Terminal Option to a less than significant level.</p>			
<p>PDF-HYDRO-2: SOIL MANAGEMENT PLAN</p> <p>The Adjacent Property Full-Size Terminal Option, Southwest Quadrant Full-Size Terminal Option, and Southwest Quadrant Same-Size Terminal Option are located in an area which has been used for various aircraft manufacturing and maintenance purposes. These purposes involved the use and storage of various chemicals and hazardous materials. As a result of these</p>	<p>Prior to construction</p>	<p>Authority</p>	

<p>past uses, the Airport was investigated for potential groundwater and soil contamination under the Well Investigation Program as part of the San Fernando Valley Groundwater Basin Superfund Site. The San Fernando Valley Groundwater Basin Superfund Site is broken up into four separate areas: Burbank & North Hollywood; Glendale/Crystal Springs; Verdugo; and Pollock/Los Angeles. The Airport is located within Area 1 (Burbank & North Hollywood). As Area 1 is large, the site was broken up to make cleanup easier and more manageable in the form of Operable Units. Area 1 is currently comprised of the North Hollywood Operable Unit and the Burbank Operable Unit. The Adjacent Property and northeast quadrant lie within the Burbank Operable Unit. The southwest quadrant lies within the North Hollywood Operable Unit. Therefore, there is a potential that construction activities could uncover previously contaminated soils.</p> <p>The Authority would prepare a Soil Management Plan (SMP) and obtain RWQCB approval prior to the initiation of construction activities. The SMP would outline the framework for soils assessment, remediation, and removal confirmation actions to be undertaken if contaminated soils are uncovered during construction activities. As grading, excavation and trenching were performed, exposed soil would be monitored for stained or discolored soil, wet or saturated soils, or odors. If impacted soil is encountered, the soil would be analyzed to identify and characterize the impact and determine if soil remediation is required. Based on visual monitoring, "grab" soil samples would be collected at selected locations for headspace screening for volatile organic compounds using a calibrated Photoionization Detector (PID). Headspace PID readings that are elevated above those of non-impacted grab soil samples would be considered potentially contaminated. Soil impacted by highly elevated concentrations of hexavalent chromium and/or total chromium may appear to be stained a yellow color, dissimilar to</p>			
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surrounding non-impacted soil. At a minimum, at least one soil sample would be collected for chemical analysis at or near the center of the suspected impact, ideally representative of the "worst case" condition. Soil samples would be analyzed by an appropriate State-certified laboratory using appropriate methods based on the parameters to be analyzed. When a new impact has been identified it would be characterized to assess its lateral and vertical extent. Likely excavation of impacted soil would be followed by segregated stockpiling or direct-loading, waste profiling, and off-site disposal or recycling which would be performed in accordance with applicable federal, state, and local regulations. Compliance with the SMP would be protective of water quality and would reduce potentially significant impacts to a less than significant level.			
PDF-HYDRO-3: Water Quality Regulatory Compliance (EIR p. 3.10-42) The Authority shall comply with the Construction General Permit, SWPPP, NPDES requirements, MS4 Permit and other local regulations that require BMPs and source control measures considered protective of water quality and which prevent a substantial degradation of water quality.			
Land Use and Planning			
None.			
Mineral Resources			
None.			
Noise			
PDF-NOISE-1 The Project Authority shall provide a qualified "Noise Disturbance Coordinator." The Disturbance Coordinator shall be responsible for responding to any local complaints about construction noise. When a complaint is received, the Disturbance Coordinator shall notify the City within 24 hours of the complaint and determine the cause of the noise complaint	During construction	Authority	

<p>(e.g., starting too early, malfunctioning muffler, etc.) and shall implement reasonable measures to resolve the complaint, as deemed acceptable by the Burbank Planning and Transportation Division. All signs posted at the construction site shall include the contact name and the telephone number for the Noise Disturbance Coordinator. Construction haul routes shall be designed to avoid noise sensitive uses (e.g., residences, convalescent homes, etc.), to the extent feasible, and shall be identified and approved by Building Official before grading permit issuance. During construction, stationary construction equipment shall be placed such that emitted noise is directed away from any sensitive noise receivers.</p> <p>Per the Burbank 2035 General Plan construction shall be limited to the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday and from 8:00 a.m. to 5:00 p.m. on Saturday. No construction is permitted on Sundays or major holidays.</p> <p>Construction activities that relate to non-airfield infrastructure and that create substantially more noise than typical construction activity, including but not limited to pile driving, shall occur only during the normal construction hours specified in the Burbank Municipal Code unless the Community Development Director grants an exception based on extraordinary circumstances. At least 24 hours prior to conducting pile driving or other activities that are louder than typical construction, the applicant shall provide notice to all businesses within a 500-foot radius of the location where the work will occur.</p>			
Population and Housing			
None.			
Public Services			
None.			

Recreation			
None.			
Transportation and Traffic			
None.			
Utilities and Service Systems			
PDF-UTIL-1 When available, the Authority would use recycled water for landscape irrigation and cooling towers.	Post construction	Authority	
PDF-UTIL-2: Sewer Capacity Analysis The Authority shall complete a sewer capacity analysis for the project pursuant to the Burbank Municipal Code. {EIR p. 3.18-19]			
PDF-UTIL-3: Construction and Demolition Debris Recycling The Authority shall divert and/or recycle construction and demolition debris pursuant to Burbank Municipal Code Section 9-1-10-1010 et. seq.			

EXHIBIT J
JPA SUMMARY OF GOVERNANCE CHANGE AMENDMENT

2.3.5 Voting.

A. Except as provided in paragraph (B) below, any action taken by the Commission at a meeting shall require the affirmative vote of a majority of the members of the Commission. Without limiting the generality of the preceding, any action to implement the Replacement Passenger Terminal Project (described in Section 1.1 above), taken by the Commission at a meeting shall require the affirmative vote of a majority of the members of the Commission.

B. Any action in the categories set forth below taken by the Commission at a meeting shall require the affirmative vote of a majority of the appointees to the Commission of each of the Parties (“Supermajority Vote”); i.e. the affirmative vote of at least two appointees of each Party. A Supermajority Vote is required for any decision:...

(iv.) Which authorizes an increase in the number of Commercial Airline passenger gates above 14 or creates, constructs or approves of any remote loading positions for scheduled departures of Commercial Airline passenger aircraft. For purposes of this section 2.3.5 and section 2.3.6, until the Replacement Passenger Terminal is opened, the term “Commercial Airline” shall mean any FAA-certified air carrier that has a use agreement or operating permit for use of the passenger terminal, and is required by Department of Homeland Security, Transportation Security Administration (“TSA”) regulations to process passengers through a secure portal with TSA-approved inspection of passengers and baggage. For purposes of this section 2.3.5 and section 2.3.6, after the Replacement Passenger Terminal is opened, the term “Commercial Airline” shall mean any commercial passenger aircraft operator whose passengers are required by regulations of the TSA (or its successor agency) to be processed through a secure portal and/or whose baggage is subject to security inspection. If the Commission elects to enter into use agreements or to require operating permits for Commercial Airlines to operate at the Airport, each such use agreement or operating permit executed or amended by the Authority after the effective date of the Second Amendment of this Agreement shall include the Supermajority Vote requirements of this Second Amendment.

(v.) Which authorizes construction or expansion of any terminal other than the construction of the Replacement Passenger Terminal Project.

(vi.) Which authorizes the relocation of any Commercial Airline passenger-related function, including, but not limited to, passenger and baggage screening, check-in, baggage claims, and hold rooms at any location other than the Existing Terminal or the Replacement Passenger Terminal.

(vii.) Which amends the Authority’s noise rules in effect as of ____ or alters the manner in which they have been enforced since November 5, 1990 (the date on which the

Airport Noise and Capacity Act of 1990 (“ANCA”) was enacted).

(viii.) Which amends the Authority's voluntary curfew or alters the manner in which it has been applied since November 5, 1990.

(ix.) Which abandons the Authority's support for Congressional authorization for the imposition of the mandatory curfew that was sought by the Authority's application under 14 C.F.R. Part 161, submitted February 2, 2009 and denied by the FAA (the “Mandatory Curfew”).

(x.) Which authorizes acquisition of an interest in real property other than an aviation easement; or

(xi.) Which approves any new airport management contract or lease with a term (including any extensions or options thereto) in excess of 35 years.

C. Notwithstanding paragraph (B) above, a Supermajority Vote is not required for the following decisions:

(i.) Which authorize the issuance of bonds or any other form of indebtedness associated with the Replacement Passenger Terminal Project and its ancillary components;

(ii.) Which implement the Mandatory Curfew.

EXHIBIT K
MAP OF SOUTHEAST QUADRANT
OBJECT-FREE AREA AND BUILDING RESTRICTION LINE

(Attached)



SOUTHEAST QUADRANT OBJECT-FREE AREA/BUILDING RESTRICTION LINE

S:\DRAWINGS\PLANNING\MASTER PLANNING FILES\EXHIBIT M.dwg Jun 16, 2016--11:51am

EXHIBIT M

EXHIBIT L
PART 161 CURFEW

1. Except as provided in Paragraphs (2) and (3), between the hours of 10:00 p.m. and 6:59 a.m.:
 - a. No landings at Bob Hope Airport shall be permitted.
 - b. No takeoffs from Bob Hope Airport shall be permitted.
2. The following aircraft shall be permitted to land at or takeoff from Bob Hope Airport between the hours of 10:00 p.m. and 6:59 a.m.:
 - a. Law enforcement aircraft, firefighting aircraft, disaster relief aircraft and military aircraft.
 - b. Medical flight aircraft engaged in active emergency operations for the transportation of patients or human organs.
3. Aircraft other than those specified in Paragraph (2) shall be permitted to land at or takeoff from Bob Hope Airport between the hours of 10:00 p.m. and 6:59 a.m. only under the following circumstances:
 - a. In the event such landing or takeoff results from the existence of a declared emergency.
 - b. In the event such landing or takeoff results from the use of Bob Hope Airport as weather alternate.
 - c. In the event such landing or takeoff results from a weather, mechanical, or air traffic control delay; provided, however, this exception shall not authorize any landing or takeoff between the hours of 11:00 p.m. and 6:59 a.m.
4. Upon request of the Authority, the aircraft operator shall document or demonstrate:
 - (i) the precise emergency condition(s) resulting in a landing or takeoff between the hours of 10:00 p.m. and 6:59 a.m.; or
 - (ii) the precise weather, mechanical, or air traffic control condition(s) resulting in a landing or takeoff between the hours of 10:00 p.m. and 11:00 p.m.
5. Any aircraft operator violating the provisions of this Rule shall, in addition to any other available remedies (including injunctive remedies), be subject to civil penalties for each unauthorized landing and unauthorized takeoff as follows:
 - a. For the first violation within a 12-month period – Three Thousand Six Hundred Seventy-One Dollars (\$3,671)

- b. For second violation within a 12-month period – Seven Thousand Three Hundred Forty-Two Dollars (\$7,342)
- c. For the third violation within a 12-month period – Eleven Thousand Thirteen Dollars (\$11,013)
- d. For the fourth violation within a 12-month period – Fourteen Thousand Six Hundred Eighty-Four Dollars (\$14,684) and action to ban the aircraft operator's access or terminate lease at Bob Hope Airport for a twelve (12) month period.

**RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:**

Burbank-Glendale-Pasadena
Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Executive Director

With a copy to:

City of Burbank
275 East Olive Avenue
Burbank, CA 91505
Attn: City Clerk

EXEMPT FROM RECORDING FEES UNDER GOVERNMENT CODE SECTIONS 6103 AND 27383 (RECORDING REQUESTED BY AND IS FOR THE BENEFIT OF THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY AND THE CITY OF BURBANK, WHICH ARE PUBLIC ENTITIES).

**MODIFICATION TO AMENDED AND RESTATED
GRANT OF EASEMENTS, DECLARATION OF USE RESTRICTIONS
AND AGREEMENT FOR ADJACENT PROPERTY**

THIS MODIFICATION TO AMENDED AND RESTATED GRANT OF EASEMENTS, DECLARATION OF USE RESTRICTIONS AND AGREEMENT FOR ADJACENT PROPERTY (this "Modification") is dated as of _____, 2016 for reference purposes, is effective upon recordation, and is executed by the **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**, a joint powers agency (the "Authority"), and the **CITY OF BURBANK**, a charter city and municipal corporation (the "City"). The Authority and the City are from time to time hereinafter referred to individually as a "party" and collectively as the "parties."

RECITALS

A. On June 25, 1999, the Superior Court entered a judgment in condemnation in *Burbank-Glendale-Pasadena Airport Authority v. Lockheed Corporation, et al.*, Los Angeles County Superior Court Case No. BC 155222, an eminent domain proceeding filed by the Authority to condemn for public use certain real property. On November 19, 1999, the Court entered a Final Order of Condemnation containing the terms under which such eminent domain proceeding was concluded.

B. On November 23, 1999, the parties executed that certain Grant of Easements, Declaration of Use Restrictions and Agreement for Adjacent Property (the "Original Easement"), which was recorded in the Official Records of Los Angeles County on December 2, 1999, as Document No. 99-2219083.

C. On February 26, 2003, the parties executed that certain First Amendment to Grant of Easements, Declaration of Use Restrictions and Agreement for Adjacent Property (the "First Amendment"). The Original Easement, as amended by the First Amendment, is referred to herein as the "Adjacent Property Easement."

D. On March 15, 2005, the parties executed that certain Amended and Restated Grant of Easements, Declaration of Use Restrictions and Agreement for Adjacent Property (the "Restated Adjacent Property Easement"), which was recorded on March 21, 2005 in the Official Records of Los Angeles County as Document No. 05-0643307. The Restated Adjacent Property Easement completely superseded and restated the Adjacent Property Easement, and provided for easements and use restrictions encumbering certain Authority-owned property described in the attached Exhibit A (the "Adjacent Property") in favor of the City and benefitting certain City-owned property described in the attached Exhibit B (the "City Property").

E. The parties desire to execute and thereafter record this Modification to provide for the modification of, and, if certain circumstances occur, the termination of, easements and use restrictions encumbering the Adjacent Property in favor of the City and benefitting the City Property.

F. The purpose of this Modification is to facilitate the Authority's construction of a Replacement Terminal Project at the Bob Hope Airport. This Modification is one element of a complex series of actions and agreements to provide for the Authority's ability to construct a Replacement Terminal Project and to provide for the City's receipt of protections that will be afforded by an amendment of the Authority's establishing joint powers agreement.

G. References herein to "the Authority" and "the City" shall include grantees, successors and assigns of the Authority and the City, as applicable.

NOW, THEREFORE, the Restated Adjacent Property Easement is hereby modified, as of the date of recordation hereof, as follows:

1. Modification of Easements.

1.1 Modification for Adjacent Property Replacement Passenger Terminal. This Subsection 1.1 shall only be effective if and when the Authority records a Memorandum of Adjacent Property Replacement Passenger Terminal Selection in substantially the form set forth on the attached Exhibit C ("Adjacent Property Terminal Selection Memo"). Upon such a recordation, the Adjacent Property Easements are modified to allow use of the Adjacent Property for a 14-gate 355,000 square foot replacement passenger terminal and ancillary improvements explicitly permitted by Burbank City Council Resolution No. _____ adopted by the City pursuant to its Public Utilities Code Section 21661.6 ("PUC Section 21661.6").

1.2 Modification for Southwest Quadrant Replacement Passenger Terminal. This Subsection 1.2 shall only be effective if and when the Authority records

a Memorandum of Southwest Quadrant Replacement Passenger Terminal Selection in substantially the form set forth on the attached Exhibit D ("Southwest Quadrant Terminal Selection Memo"). Upon such a recordation, the Adjacent Property Easements are modified to allow use of the Adjacent Property for general aviation and the ancillary improvements explicitly permitted by Burbank City Council Resolution No. _____ adopted by the City pursuant to its PUC Section 21661.6. Notwithstanding any potentially contrary authority, the Adjacent Property Easements shall preclude, without limitation, Commercial Airline passenger terminal-related functions including remote or contact aircraft gates.

2. Modification of Use Restrictions.

2.1 Modification for Adjacent Property Replacement Passenger Terminal. This Subsection 2.1 shall only be effective if and when the Authority records an Adjacent Property Terminal Selection Memo. Upon such a recordation, the Adjacent Property Use Restrictions are modified to allow use of the Adjacent Property for a 14-gate 355,000 square foot replacement passenger terminal and ancillary improvements explicitly permitted by Burbank City Council Resolution No. _____ adopted by the City pursuant to its PUC Section 21661.6.

2.2 Modification for Southwest Quadrant Replacement Passenger Terminal. This Subsection 2.2 shall only be effective if and when the Authority records a Southwest Quadrant Terminal Selection Memo. Upon such a recordation, the Adjacent Property Use Restrictions are modified to allow use of the Adjacent Property for general aviation and the ancillary improvements explicitly permitted by Burbank City Council Resolution No. _____ adopted by the City pursuant to its PUC Section 21661.6. Notwithstanding any potentially contrary authority, the Adjacent Property Use Restrictions shall preclude, without limitation, Commercial Airline passenger terminal-related functions including remote or contact aircraft gates.

3. Recordation of Modification. This Modification shall be recorded upon the occurrence of both of the following: (i) the Los Angeles County Registrar-Recorder/County Clerk certifies the results of the November 8, 2016, Measure B ballot measure to the City Council and the City Council declares an affirmative Measure B vote resulting in the ratification of such ordinance and all other City discretionary approvals for the Replacement Terminal Project (Project); and (ii) either (a) passage of 90 days following the affirmative Measure B vote without the filing of a lawsuit challenging the validity of the Measure B election or any City or Authority actions related to the Project; or (b) resolution of each such lawsuit by a court of competent jurisdiction in a final decision that upholds the challenged matter(s). If there is no such lawsuit, then the recordation date shall be February 7, 2017. If there is such a lawsuit, then the recordation date shall be the date on which a final decision of a court of competent jurisdiction has upheld the challenged matter(s). If Burbank voters do not approve the Measure B ballot measure, or if a lawsuit challenging the validity of the Measure B election or any City or Authority actions related to the Project is sustained by a final decision of a court of competent jurisdiction and there is no appeal thereof, then this

Modification will never become effective nor recorded and shall have no force or effect and shall be considered to be void ab initio.

4. Recordation of Terminal Selection Memo. Upon determining where it will construct a replacement passenger terminal, the Authority may unilaterally record on the Adjacent Property either but not both the Adjacent Property Terminal Selection Memo or the Southwest Quadrant Terminal Selection Memo. This Modification shall constitute the City's consent to the Authority's unilateral recordation of one, but only one, of such memoranda.

5. Termination of Adjacent Property Easement. The City shall terminate all of the Adjacent Property Easements and all of the Adjacent Property Use Restrictions by executing and recording a Termination Instrument substantially in the form set forth in the attached Exhibit E when, and only if, both of the following conditions precedent have been satisfied: (i) the Authority has recorded an Adjacent Property Terminal Selection Memo; and (ii) the Building Official for the Replacement Terminal Project has issued the parties written notice that the replacement passenger terminal foundation has been poured and one replacement passenger terminal wall has been erected. Execution and recordation of the Termination Instrument shall be completed within 30 days of such notice, and the City Manager is authorized to perform such actions without additional City Council review or approval.

6. Definitions. The definitions set forth in the attached Exhibit F shall apply to this Modification.

7. Dispute Resolution. The dispute resolution procedure set forth in Section 6.1 of the Restated Adjacent Property Easement applies solely to disputes arising out of the Restated Adjacent Property Easement as modified by this Modification. Such procedure is inapplicable to disputes arising out of the September 15, 1991 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 the Authority is not a party to) and is inapplicable to disputes arising out of any other contract to which the Authority is a party including the _____, 2016 Development Agreement executed by the parties.

8. Exhibits. The following exhibits are attached to this Modification and incorporated herein for all purposes:

Exhibit A — Adjacent Property Legal Description

Exhibit B — City Property Legal Description

Exhibit C — Memorandum of Adjacent Property Replacement Passenger Terminal Selection

Exhibit D — Memorandum of Southwest Quadrant Replacement
Passenger Terminal Selection

Exhibit E — Termination Instrument

Exhibit F — Definitions

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Modification to Amended And Restated Grant Of Easements, Declaration Of Use Restrictions And Agreement For Adjacent Property has been executed by the parties hereto on the day and year first above written.

“CITY”

“AUTHORITY”

CITY OF BURBANK,
a charter city and municipal corporation

BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY,
a joint powers agency

Jess Talamantes, Mayor

Frank Quintero, President

Ron Davis, City Manager

Dan Feger, Executive Director

ATTEST:

ATTEST:

Zizette Mullins, City Clerk

Sue Loyd, Board Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Office of the City Attorney

General Counsel

Amy Albano, City Attorney

Richards, Watson & Gershon
A Professional Corporation
By: Terence Boga

Special Counsel

Special Counsel

Kaplan Kirsch & Rockwell LLP
By: Peter J. Kirsch

McDermott, Will & Emery
By: Tom Ryan

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On _____, before me, _____,
(insert name and title of the officer)

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On _____, before me, _____,
(insert name and title of the officer)

(Seal)

EXHIBIT A
ADJACENT PROPERTY LEGAL DESCRIPTION

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 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 12° 54' 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 RECORDER OF SAID COUNTY, SHOWN AS HAVING A BEARING AND LENGTH OF NORTH 12° 54' 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 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 0° 58' 27" WEST 419.98 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT B
CITY PROPERTY LEGAL DESCRIPTION

PARCEL 1:

(COMMONLY KNOWN AS FIRE STATION NO. 13 AND LUNDIGAN PARK):

ALL THAT REAL PROPERTY CONVEYED TO THE CITY OF BURBANK BY GRANT DEED FROM THE REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, RECORDED OCTOBER 5, 1990 IN THE OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, AS DOCUMENT NO. 90-170540, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, T14N, R14W, SAN BERNARDINO MERIDIAN IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE AUGUST 21, 1876, WHICH LIES EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE CENTER LINE OF THORNTON AVE. THAT IS NORTH 89° 41' 58" WEST 376.10 FEET FROM THE INTERSECTION OF SAID CENTER LINE WITH THE CENTER LINE OF NAOMI STREET AS SHOWN ON THE MAP RECORDED IN BOOK 122, PAGE 36 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 0° 28' 32" EAST 332.74 FEET TO A POINT IN THE NORTHERLY LINE OF SAID SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3 THAT IS 374.11 FEET WESTERLY OF THE NORTHEAST CORNER THEREOF.

PARCEL 2:

(COMMONLY KNOWN AS ROBERT E. GROSS PARK):

ALL THAT REAL PROPERTY CONVEYED TO THE CITY OF BURBANK, BY GRANT DEED FROM LOCKHEED CORPORATION (AS SUCCESSOR-IN-INTEREST TO LOCKHEED PROPERTIES, INC.) RECORDED APRIL 6, 1994 IN THE OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, AS DOCUMENT NO. 94-676793, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 10, 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, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 10; THENCE ALONG THE NORTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 10 NORTH 89° 45' 05" WEST 490.78 FEET; THENCE SOUTH 0° 08' 31" WEST 40.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 0° 08' 31" WEST 373.40 FEET TO A POINT IN THE NORTHERLY LINE OF THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY, AS SHOWN ON MAP OF TRACT NO. 13067, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 257 PAGES 34 AND 35 OF MAPS; THENCE ALONG SAID NORTHERLY LINE SOUTH 77° 24' 11" EAST 502.51 FEET TO A POINT IN THE EASTERLY LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10; THENCE ALONG SAID EASTERLY LINE SOUTH 0° 08' 31" WEST 15.36 FEET TO THE SAID NORTHERLY LINE OF SOUTHERN PACIFIC RAILROAD RIGHT OF WAY; THENCE ALONG SAID NORTHERLY LINE SOUTH 77° 24' 11" EAST 2.29 FEET; THENCE NORTH 0° 18' 44" EAST 496.72 FEET TO A LINE THAT IS PARALLEL TO AND 40.00 FEET SOUTHERLY OF SAID NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 10; THENCE ALONG SAID PARALLEL LINE NORTH 89° 47' 34" WEST 3.68 FEET; THENCE NORTH 89° 45' 05" WEST 490.72 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

(COMMONLY KNOWN AS CITY OF BURBANK FIRE TRAINING FACILITY, RALPH FOY PARK, NORTHWEST LIBRARY AND PUBLIC SERVICE DEPARTMENT SWITCHING STATION (AKA THE SCADA CENTER)):

ALL THAT REAL PROPERTY CONVEYED TO THE CITY OF BURBANK, BY GRANT DEED FROM EMMA S. CLAUSON AND BARTON GRIFFITH, AS TRUSTEES OF THE ESTATE OF EMMA S. SMITH, RECORDED APRIL 5, 1940 IN THE OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA IN BOOK 17416 AT PAGE 130 (EXCEPTING THEREFROM THOSE THREE PARCELS DESCRIBED IN THE GRANT DEEDS RECORDED IN THE OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA AS DOCUMENT NUMBERS 84-277828, 95-2054854 AND 96-2063568, RESPECTIVELY), WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THE REAL PROPERTY SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO BASE AND MERIDIAN, EXCEPTING THEREFROM THE WESTERLY 290 FEET OF THE SOUTHERLY 300 FEET THEREOF.

ALSO EXCEPTING THEREFROM THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, 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 FILED IN THE DISTRICT LAND OFFICE AUGUST 21, 1876, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF HOLLYWOOD WAY AS ESTABLISHED BY RESOLUTION OF THE CITY OF BURBANK, RECORDED MAY 2, 1945, IN BOOK 21896, PAGE 309, OFFICIAL RECORDS, DISTANT SOUTHERLY ALONG SAID EASTERLY LINE 120 FEET FROM THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER; THENCE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER 90 FEET TO THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "THENCE SOUTHERLY PARALLEL WITH SAID EASTERLY LINE OF HOLLYWOOD WAY 90 FEET;" IN THE DEED DATED OCTOBER 27, 1960, FROM LOCKHEED AIRCRAFT CORPORATION TO CITY OF BURBANK, RECORDED IN BOOK D-1046, PAGE 674, OFFICIAL RECORDS; THENCE NORTHERLY ALONG SAID CERTAIN COURSE PARALLEL WITH SAID EASTERLY LINE OF HOLLYWOOD WAY 90 FEET TO A LINE PARALLEL WITH AND DISTANT SOUTHERLY 30 FEET, MEASURED AT RIGHT ANGLES, FROM SAID NORTHERLY LINE OF SAID SOUTHEAST QUARTER; THENCE WESTERLY ALONG SAID LAST MENTIONED PARALLEL LINE TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 15.00 FEET, SAID CURVE BEING TANGENT AT ITS SOUTHERLY TERMINUS TO SAID HEREINABOVE DESCRIBED EASTERLY LINE OF HOLLYWOOD WAY; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG SAID CURVE TO SAID LAST MENTIONED EASTERLY LINE; THENCE SOUTHERLY ALONG SAID HOLLYWOOD WAY TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 14 WEST, S.B.B. & M., IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE AUGUST 21, 1876, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF HOLLYWOOD WAY AS ESTABLISHED BY RESOLUTION NO. 2757 OF THE COUNCIL OF THE CITY OF BURBANK, RECORDED MAY 2, 1945 AS DOCUMENT NO. 1445 IN BOOK 21896, PAGE 309 OF OFFICIAL RECORDS OF SAID COUNTY, DISTANT SOUTHERLY ALONG SAID EASTERLY LINE 565 FEET FROM ITS INTERSECTION WITH THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE EASTERLY AND PARALLEL WITH THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER 682 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG LAST MENTIONED PARALLEL LINE 313 FEET; THENCE NORTHERLY AND PARALLEL WITH SAID EASTERLY LINE OF HOLLYWOOD WAY 424 FEET TO A POINT; THENCE WESTERLY AND PARALLEL WITH THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER 50 FEET; THENCE NORTHERLY AND PARALLEL WITH SAID EASTERLY LINE OF HOLLYWOOD WAY 111 FEET TO A

LINE PARALLEL WITH AND DISTANT SOUTHERLY 30 FEET, MEASURED AT RIGHT ANGLES FROM THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, SAID PARALLEL LINE ALSO BEING THE SOUTHERLY LINE OF PACIFIC AVENUE CREATED 60 FEET WIDE BY RESOLUTION NO. 11,065 OF THE COUNCIL OF THE CITY OF BURBANK, RECORDED APRIL 24, 1957 AS DOCUMENT NO. 2769 IN BOOK 54307, PAGES 320 ET SEQ. OF SAID OFFICIAL RECORDS; THENCE WESTERLY ALONG LAST MENTIONED PARALLEL LINE 263 FEET TO THE EASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE MODE O'DAY FROCK SHOPS OF HOLLYWOOD FROM THE CITY OF BURBANK BY DEED RECORDED JULY 8, 1965 AS DOCUMENT NO. 859 IN BOOK D-2968, PAGE 713 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF THE TRUE POINT OF BEGINNING. (SAID LAND IS ALSO KNOWN AS PARCEL 3, PARCEL MAP NO. 1, IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 4, PAGE 8 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.)

ALSO EXCEPTING THEREFROM THE REAL PROPERTY IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS PARCEL 2, IN THE CITY OF BURBANK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 1, FILED IN BOOK 4, PAGE 8 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT C
MEMORANDUM OF ADJACENT PROPERTY
REPLACEMENT PASSENGER TERMINAL SELECTION

(attached)

**RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:**

Burbank-Glendale-Pasadena
Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Executive Director

With a copy to:

City of Burbank
275 East Olive Avenue
Burbank, CA 91505
Attn: City Clerk

EXEMPT FROM RECORDING FEES UNDER GOVERNMENT CODE SECTIONS 6103 AND 27383 (RECORDING REQUESTED BY AND IS FOR THE BENEFIT OF THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY AND THE CITY OF BURBANK, WHICH ARE PUBLIC ENTITIES).

**MEMORANDUM OF ADJACENT PROPERTY
REPLACEMENT PASSENGER TERMINAL SELECTION**

THIS MEMORANDUM OF ADJACENT PROPERTY REPLACEMENT PASSENGER TERMINAL SELECTION (this "Memorandum") is dated as of _____, _____ and is made by the **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**, a joint powers agency (the "Authority").

RECITALS

A. The Authority and the City of Burbank ("City") have executed a March 15 2005 Amended and Restated Grant of Easements, Declaration of Use Restrictions and Agreement for Adjacent Property (the "Restated Adjacent Property Easement"), which was recorded on March 21, 2005 in the Official Records of Los Angeles County as Document No. 05-0643307. The Restated Adjacent Property Easement provides for easements and use restrictions encumbering the Authority-owned property described in the attached Exhibit A (the "Adjacent Property") in favor of the City and benefitting certain City-owned property.

B. The Authority and the City have executed a _____, 2016 Modification to Amended And Restated Grant Of Easements, Declaration Of Use Restrictions And Agreement For Adjacent Property (the "Modification"), which was recorded on _____, 2016 in the Official Records of Los Angeles County as Document No. _____.

C. Sections 1 and 2 of the Modification provide for modification of the easements and use restrictions set forth in the Restated Adjacent Property Easement upon the Authority's recordation of an instrument memorializing its decision to construct a 14-gate 355,000 square foot replacement passenger terminal on either the Adjacent Property or on the Bob Hope Airport's Southwest Quadrant (approximately 43.2 acres located southerly of the Airport's runway 8-26 and westerly of the Airport's runway 15-3).

NOW, THEREFORE, the Authority states as follows:

1. Adjacent Property Terminal Selection. The Authority represents and warrants that it has chosen to construct the replacement passenger terminal on the Adjacent Property.

2. Effective Date. This Memorandum shall be effective upon recordation.

Executed:

BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY
a joint powers agency

President

ATTEST:

Board Clerk

APPROVED AS TO FORM:

General Counsel

Adjacent Property Terminal Selection Memo
Exhibit A
Adjacent Property Legal Description

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 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 12° 54' 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 RECORDER OF SAID COUNTY, SHOWN AS HAVING A BEARING AND LENGTH OF NORTH 12° 54' 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 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 0° 58' 27" WEST 419.98 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT D
MEMORANDUM OF SOUTHWEST QUADRANT
REPLACEMENT PASSENGER TERMINAL SELECTION

(attached)

**RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:**

Burbank-Glendale-Pasadena
Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Executive Director

With a copy to:

City of Burbank
275 East Olive Avenue
Burbank, CA 91505
Attn: City Clerk

EXEMPT FROM RECORDING FEES UNDER GOVERNMENT CODE SECTIONS 6103 AND 27383 (RECORDING REQUESTED BY AND IS FOR THE BENEFIT OF THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY AND THE CITY OF BURBANK, WHICH ARE PUBLIC ENTITIES).

**MEMORANDUM OF SOUTHWEST QUADRANT
REPLACEMENT PASSENGER TERMINAL SELECTION**

THIS MEMORANDUM OF SOUTHWEST QUADRANT REPLACEMENT PASSENGER TERMINAL SELECTION (this "Memorandum") is dated as of _____, _____ for reference purposes and is made by the **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**, a joint powers agency (the "Authority").

RECITALS

A. The Authority and the City of Burbank ("City") have executed a March 15 2005 Amended and Restated Grant of Easements, Declaration of Use Restrictions and Agreement for Adjacent Property (the "Restated Adjacent Property Easement"), which was recorded on March 21, 2005 in the Official Records of Los Angeles County as Document No. 05-0643307. The Restated Adjacent Property Easement provides for easements and use restrictions encumbering the Authority-owned property described in the attached Exhibit A (the "Adjacent Property") in favor of the City and benefitting certain City-owned property.

B. The Authority and the City have executed a _____, 2016 Modification to Amended And Restated Grant Of Easements, Declaration Of Use Restrictions And Agreement For Adjacent Property (the "Modification"), which was recorded on _____, 2016 in the Official Records of Los Angeles County as Document No. _____.

C. Sections 1 and 2 of the Modification provide for modification of the easements and use restrictions set forth in the Restated Adjacent Property Easement upon the Authority's recordation of an instrument memorializing its decision to construct a 14-gate 355,000 square foot replacement passenger terminal on either the Adjacent Property or on the Bob Hope Airport's Southwest Quadrant (approximately 43.2 acres located southerly of the Airport's runway 8-26 and westerly of the Airport's runway 15-3).

NOW, THEREFORE, the Authority states as follows:

1. Southwest Quadrant Terminal Selection. The Authority represents and warrants that it has chosen to construct the replacement passenger terminal on the Bob Hope Airport's Southwest Quadrant.

2. Effective Date. This Memorandum shall be effective upon recordation.

Executed:

BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY

President

ATTEST:

Board Clerk

APPROVED AS TO FORM:

General Counsel

Southwest Quadrant Terminal Selection Memo
Exhibit A
Adjacent Property Legal Description

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 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 12° 54' 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 RECORDER OF SAID COUNTY, SHOWN AS HAVING A BEARING AND LENGTH OF NORTH 12° 54' 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 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 0° 58' 27" WEST 419.98 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT E
TERMINATION INSTRUMENT

(attached)

**RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:**

City of Burbank
275 East Olive Avenue
Burbank, CA 91505
Attn: City Clerk

With a copy to:

Burbank-Glendale-Pasadena
Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Executive Director

EXEMPT FROM RECORDING FEES UNDER GOVERNMENT CODE SECTIONS 6103 AND 27383 (RECORDING REQUESTED BY AND IS FOR THE BENEFIT OF THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY AND THE CITY OF BURBANK, WHICH ARE PUBLIC ENTITIES).

TERMINATION OF CITY EASEMENTS AND USE RESTRICTIONS

THIS TERMINATION OF CITY EASEMENTS AND USE RESTRICTIONS ("Termination") is dated as of _____, ____ and is made by the CITY OF BURBANK, a charter city and municipal corporation (the "City").

RECITALS

A. The City and the Burbank-Glendale-Pasadena Airport Authority ("Authority") have executed a March 15 2005 Amended and Restated Grant of Easements, Declaration of Use Restrictions and Agreement for Adjacent Property (the "Restated Adjacent Property Easement"), which was recorded on March 21, 2005 in the Official Records of Los Angeles County as Document No. 05-0643307. The Restated Adjacent Property Easement provides for easements and use restrictions encumbering the Authority-owned property described in the attached Exhibit A (the "Adjacent Property") in favor of the City and benefitting certain City-owned property.

B. The Authority and the City executed a _____, 2016 Modification to Amended And Restated Grant Of Easements, Declaration Of Use Restrictions And Agreement For Adjacent Property (the "Modification"), which was recorded on _____, 2016 in the Official Records of Los Angeles County as Document No. _____.

C. The Modification provided for modification of the easements and use restrictions set forth in the Restated Adjacent Property Easement upon the Authority's recordation of an instrument memorializing its decision to construct a 14-gate 355,000

square foot replacement passenger terminal on either the Adjacent Property or on the Bob Hope Airport's Southwest Quadrant (approximately 43.2 acres located southerly of the Airport's runway 8-26 and westerly of the Airport's runway 15-3).

D. The Authority executed a _____, 20__ Memorandum of Adjacent Property Replacement Passenger Terminal Selection ("Adjacent Property Terminal Selection Memo"), which was recorded on _____, 20__ in the Official Records of Los Angeles County as Document No. _____.

E. The Building Official for the Authority's Replacement Terminal Project has issued the City and the Authority a _____, 20__ written notice that the replacement passenger terminal foundation has been poured and one replacement passenger terminal wall has been erected.

F. Pursuant to Section 5 of the Modification, as a result of the Authority's recordation the Adjacent Property Terminal Selection Memo and the Building Official's issuance of written notice that the replacement passenger terminal foundation has been poured and one replacement passenger terminal wall has been erected, the City is required to terminate the easements and use restrictions set forth in the Restated Adjacent Property Easement by executing and recording a termination instrument within 30 days of such notice.

NOW, THEREFORE, the City states as follows:

1. Termination. The Restated Adjacent Property Easement and the Modification are terminated in their entirety and have no further force or effect.
2. Effective Date. This Termination shall be effective upon recordation.

Executed:

CITY OF BURBANK

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Termination Instrument
Exhibit A
Adjacent Property Legal Description

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 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 12° 54' 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 RECORDER OF SAID COUNTY, SHOWN AS HAVING A BEARING AND LENGTH OF NORTH 12° 54' 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 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 0° 58' 27" WEST 419.98 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT F DEFINITIONS

1. "Commercial Airline" shall mean an airline that both: (a) uses the passenger terminal for scheduled service; and (b) has executed an airport use agreement with the Authority.
2. "Replacement Terminal Project" is defined as: (a) construction of one 14-gate passenger terminal of not more than 355,000 square feet and 6,637 public parking spaces to be constructed on either the Adjacent Property or the Southwest Quadrant; (b) construction of associated landside or airside improvements, including but not limited to roadways, parking facilities, a replacement air cargo building, a ground service equipment maintenance building, an aircraft rescue and firefighting station, and associated infrastructure necessary to serve the passenger terminal; and (c) demolition of the existing 14-gate 232,000 square foot passenger terminal located on the Southeast Quadrant, the existing four-level public parking structure located on the Southeast Quadrant, and certain other improvements located on the Southeast quadrant of the Airport.
3. "Southeast Quadrant" shall mean shall mean the approximately 39.9 acres of Authority-owned land located southerly of the Airport's runway 8-26 and easterly of the Airport's runway 15-3
4. "Southwest Quadrant" shall mean the approximately 43.2 acres of Authority-owned land located southerly of the Airport's runway 8-26 and westerly of the Airport's runway 15-3.

CONDITIONS OF APPROVAL

The Conditions of Approval for the Development Agreement, for the amendments to Planned Development Zone No. 2004-170 and to Planned Development No. 2004-169; and incorporation by reference to the mitigation measures adopted by the Authority/City. These conditions do not apply to the construction and/or maintenance of airfield improvements that are subject to the operational control of, and approval by the FAA, including runway and taxiway construction, rehabilitation and maintenance projects.

Planning Division

1. The Authority shall comply with all mitigation measures identified in the Final Environmental Impact Report (State Clearinghouse No. 2015121095) and the mitigation monitoring program adopted by the Airport Authority on _____, 2016. The Replacement Terminal Project shall be consistent with the project description in the June, 2016 Final EIR, including all project design features. Those mitigation measures and project design features are incorporated herein by reference.
2. Authority shall comply with the design review process set forth in Section 4.7 for the Replacement Terminal and parking garages.
3. Authority shall comply with the requirements for public art as contained in BMC Section 10-1-1114 for all applicable structures on the Property.
4. Authority shall comply with the requirements dealing with signs as contained in BMC Title 10, Division 4, Article 10.
5. Prior to issuance of any building permit(s), Authority shall comply with Landscaping standards set forth in BMC 10-1-1418 except that tree shading provisions in subsection C and D may be suspended by the Community Development Director if height limitation preclude tree species that provide adequate shade.
6. All landscaped areas shall be permanently maintained with healthy planting material, and whenever necessary shall be replanted with suitable vegetation.
7. A copy of the approved Conditions of Approval shall be included on the cover page of the construction plans submitted to the Building Division or authorized designee.
8. Prior to issuance of any building permits, the project plans shall comply with the applicable provisions of Sections 10-1-1419 A - Design Standards (in addition to those set forth in Section 4.7 of the Agreement) and subsection B - Setbacks (Parking Structures) and Section 10-1-2304 (Transportation Demand and Trip Reduction Measures) except that enforcement of the section shall be through default of the Agreement in-lieu of withholding certificate of occupancy in accordance with Section 10-

1-2306. All parking structures shall be arranged to prevent glare or direct illumination on adjoining properties and streets (BMC 10-1-1420 (2)).

9. Authority shall provide off-street loading area(s) for the project, including the number of spaces (or equivalent area), dimensions, paving, striping, location, and access, as required by BMC Sections 10-1-1501 to 10-1-1503 (Off-Street Loading Standards).
10. Plans submitted by Authority with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction. And such materials must be consistent with final design that the Authority develops through the Design Review Process contained in Exhibit __, herein.
11. Plans submitted for plan check shall include an exterior lighting plan, including fixture and pole designs. All exterior lighting, fixtures, and sconces (e.g., private streets, surface parking lots, parking structures, pedestrian walkways, service roads, plazas and exterior building lighting, etc.) shall be full-cutoff and/or fully-shielded designs, to prevent light pollution and excessive glare spillover. "Full-cutoff" is defined as not allowing light to be emitted above the fixture (at or above a 90-degree angle). "Fully shielded" is defined as a fixture constructed and installed in such a manner that all light emitted by it is projected below the horizontal. Unshielded wallpacks and floodlights, or exposed lenses and light sources, shall be prohibited.
12. Prior to issuance of any building permits, Authority shall submit exterior lighting plans and/or photometric plans that include the following information:
 - a. An electrical engineer shall prepare the site lighting and photometric plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting.
 - b. Design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within alleyways, pathways, streetscapes, and open spaces proposed throughout the development.
 - c. Type and number of luminaire equipment (fixtures), including the "cut off characteristics", indicating manufacturer and model number(s).
 - d. Lamp source type (bulb type, i.e., LED or alternative), lumen output, and wattage.
 - e. Mounting height with distance noted to the nearest property line for each luminaire.
 - f. Types of timing devices used to control the hours set for illumination, as well as the proposed hours when each fixture will be operated.
 - g. Total Lumens for each fixture, and total square footage of areas to be illuminated. For all plans of more than three fixtures: A Calculation Summary indicating footcandle levels on the lighting plan, noting the maximum, average and minimum, as well as the uniformity ratio of maximum to minimum, and average to minimum levels.
 - h. Lighting manufacturer-supplied specifications ("cut sheets") that include photographs of the fixtures, indicating the certified "cut off characteristics" of the fixture.

- i. Footcandle Distribution, plotting the light levels in footcandles on the ground, at the designated mounting heights for the proposed fixtures. Maximum illuminance levels should be expressed in footcandle measurements on a grid of the site showing footcandle readings in every five or ten-foot square. The grid shall include light contributions from all sources (i.e. pole mounted, wall mounted, sign, and street lights.) Show footcandle renderings five feet beyond the property lines.
 - j. Demonstrate that light standards will not conflict with tree locations. Authority shall submit a plan showing both the lighting and landscape on the same sheet.
 - k. A statement from a lighting professional that a plan, other than that set forth, is needed to meet the intent of these standards.
13. Authority shall recess or screen roof heating and cooling systems and other exterior mechanical equipment from adjoining property and public and private streets. Plumbing vents, ducts and other appurtenances protruding from the roof of structures shall be placed so that they will not be visible from the front of the property or other major public vantage points. Roof vents shall be shown on construction drawings and painted to match roof material color.
 14. For any exterior utility meter panels, Authority shall paint such panels to match the structure upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible.
 15. Authority shall arrange for materials collection during construction, demolition, and occupancy with the City's Street & Solid Waste Division (Public Works Department), or Authority shall arrange for self-hauling to an authorized facility.
 16. Construction equipment staging areas shall use appropriate screening (i.e., temporary fencing with opaque material) to buffer views of construction equipment and material, when feasible. Staging locations shall be indicated on Final Development Plans and Grading Plans.
 17. Prior to issuance of any Grading Permit, the Grading Plan, Building Plans, and specifications shall stipulate that, in compliance with SCAQMD Rule 403, excessive fugitive dust emissions shall be controlled by regular watering or other dust prevention measures, as specified in the SCAQMD's Rules and Regulations. In addition, SCAQMD Rule 402 requires implementation of dust suppression techniques to prevent fugitive dust from creating a nuisance off-site. Implementation of the following measures would reduce short-term fugitive dust impacts on nearby sensitive receptors:
 - a. All active portions of the construction site shall be watered (by recycled water to the extent available) every three hours during daily construction activities and when dust is observed migrating from the project site to prevent excessive amounts of dust;
 - b. Pave or apply water every three hours during daily construction activities or apply non-toxic soil stabilizers on all unpaved access roads, parking areas, and staging

- areas. More frequent watering shall occur if dust is observed migrating from the site during site disturbance;
- c. Any on-site stockpiles of debris, dirt, or other dusty material shall be enclosed, covered, or watered twice daily, or non-toxic soil binders shall be applied;
 - d. All grading and excavation operations shall be suspended when wind speeds exceed 25 miles per hour;
 - e. Disturbed areas shall be replaced with ground cover or paved immediately after construction is completed in the affected area;
 - f. Gravel bed trackout aprons (3 inches deep, 25 feet long, 12 feet wide per lane and edged by rock berm or row of stakes) shall be installed to reduce mud/dirt trackout from unpaved truck exit routes;
 - g. On-site vehicle speed shall be limited to 15 miles per hour;
 - h. All on-site roads shall be paved as soon as feasible, watered twice daily, or chemically stabilized;
 - i. Visible dust beyond the property line which emanates from the project shall be prevented to the maximum extent feasible;
 - j. All material transported off-site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust prior to departing the job site;
 - k. Reroute construction trucks away from congested streets or sensitive receptor areas;
 - l. Track-out devices shall be used at all construction site access points; and
 - m. All delivery truck tires shall be watered down and/or scraped down prior to departing the job site.

Cultural Resources

- 18. If evidence of subsurface archaeological resources is found during construction, excavation and other construction activity in that area shall cease and the construction contractor shall retain an archaeologist certified by the County of Los Angeles to evaluate the discovery prior to resuming grading in the immediate vicinity of the find. If warranted, the archaeologist shall collect the resource and prepare a technical report describing the results of the investigation. The test-level report shall evaluate the site including discussion of significance (depth, nature, condition, and extent of the resources), final mitigation recommendations, and cost estimates.
- 19. If evidence of subsurface paleontological resources is found during construction, excavation and other construction activity in that area shall cease and the construction contractor shall retain a paleontologist certified by the County of Los Angeles to evaluate the find. If warranted, the paleontologist shall prepare and complete a standard Paleontological Resources Mitigation Program for the salvage and curation of identified resources.

Geology & Soils

- 20. Prior to issuance of any grading permit, the project applicant shall prepare a Preliminary Soils/Geotechnical Engineering Report (incorporated by reference into this condition) for review and approval by the City's Engineer. The Final Soils Geotechnical Engineering Report shall be prepared by a registered civil engineer and

demonstrate compliance with the recommendations identified in the Preliminary Soils/Geotechnical Engineering Report, and any additional recommendations identified by the City's Engineer.

21. Prior to issuance of any grading permit, the Grading Plan shall incorporate all engineering recommendations contained within the Final Soils/Geotechnical Engineering Report for the proposed project during project site design and construction, in order to reduce any potential soil and geotechnical hazards at the project site. These recommendations shall be stipulated in the construction contracts and specifications.

Greenhouse Gases

22. The proposed project shall include, but not be limited to, the following list of potential design features. These features shall be incorporated into the project design to ensure consistency with adopted statewide plans and programs. The project applicant shall demonstrate the incorporation of project design features prior to the issuance of building or occupancy permits, as noted below:
 - a. Participate in the City's Transportation Management Organization (TMO) to reduce vehicle miles traveled (VMT) upon occupancy.
 - b. Implement a trip reduction program, for which all employees shall be eligible to participate upon occupancy.
 - c. Provide transit subsidies that would be available for all employees to use Metrolink upon occupancy.
 - d. Design buildings to be energy efficient, 15 percent above the current California (2008) Title 24 requirements
 - e. Install water-efficient irrigation systems.
 - f. Comply with Burbank Municipal Code Section 8-2-304, Sustainable Water Use Stages (prior to building permit).
 - g. Install water-efficient fixtures (e.g., faucets, toilets, showers) .
 - h. Provide interior and exterior storage areas for recyclables and adequate recycling containers located in public areas once occupied.
 - i. Authority shall give notice to all tenants and licensees of the requirements in subsections a-c above.

Hazardous Materials

23. Prior to demolition of building materials, a Certified Environmental Professional shall confirm the presence or absence of Asbestos-Containing Materials (ACMs). Abatement of asbestos shall be completed before any activities that would disturb ACMs or create an airborne asbestos hazard. Asbestos removal shall be performed by a State certified asbestos containment contractor in accordance with the South Coast Air Quality Management District (SCAQMD) Rule 1403.
24. Prior to demolition activities and issuance of any demolition permits, procedures shall be established, whereby all utility personnel and contractors who may be conducting

work within the buildings shall be informed, prior to initiating work, as to the presence of ACMs, their location, type, and conditions.

25. If paint is separated from building materials, chemically or physically, during demolition of the structures, the paint waste shall be evaluated independently from the building material by a qualified Environmental Professional. If lead-based paint is found, abatement shall be completed by a qualified Lead Specialist before any activities that would create lead dust or fume hazard. Lead-based paint removal and disposal shall be performed in accordance with California Code of Regulation Title 8, Section 1532.1, which specifies exposure limits, exposure monitoring and respiratory protection, and mandates good worker practices by workers exposed to lead. Contractors performing lead-based paint removal shall provide evidence of abatement activities to the City's Building Department.
26. Prior to site improvements and issuance of any site improvement permits, a Soil Management Plan (SMP) shall be prepared by an environmental consultant with Phase II/site characterization experience, and provided to the Construction Managers and Project Managers to inform them of known historical activities with potential for contamination at the project site, including the known presence of soils with petroleum hydrocarbons and fuel-related VOCs. The SMP shall include information and guidance on potential environmental concerns that may be encountered during disturbance of soils at the project site. The SMP shall provide guidance on when it may be appropriate to have an environmental professional on-site as well as a decision matrix for identifying and dealing with suspect soils. The SMP shall also provide specific procedures and protocols for certifying soils as clean prior to importing them to the site, as needed.
27. Prior to the removal of any underground storage tanks (if any) (USTs), dispenser, clarifier, and sump, the project applicant shall obtain appropriate permits from the Burbank Fire Department. An environmental consultant with Phase II/site characterization experience shall conduct sampling in order to confirm whether or not contaminated soils occur. Should any contamination above regulatory thresholds be identified, the environmental consultant shall recommend remedial activities appropriate for the proposed development, in consultation with the Burbank Fire Department and/or other applicable regulatory agencies.
28. Any contaminated soils stockpiled at the site shall be stored in such a manner that underlying soils are not cross-contaminated. This could be accomplished by the use of heavy-duty plastic sheeting placed under and on top of the stockpiled materials, or other suitable methods. The management, treatment, or disposal of such material shall comply with all federal, state, and local regulations related to hazardous waste.
29. All stockpiled contaminated materials shall be protected in order to prevent material from being washed into storm drains. This could be accomplished by the use of sand bags around material, heavy-duty plastic sheeting placed on top of smaller stockpiles of materials, or other suitable methods.

30. Grading and demolition contractors shall be required by construction specifications to secure approval of haul routes to export or otherwise transport off-site excavated materials prior to commencement of such activity, pursuant to Burbank Municipal Code Title 7.
31. Prior to issuance of a grading permit or Industrial Waste Discharge Permit for activities involving construction dewatering, evidence shall be provided to the City of Burbank Building Division and/or the Public Works Department, as appropriate, that a valid National Pollutant Discharge Elimination System (NPDES) and/or Industrial Waste Discharge permit is in place. The National Pollutant Discharge Elimination System (NPDES) and/or Industrial Waste Discharge permit shall include provisions for evaluating the groundwater for potential contamination and, if necessary, the need for treatment of dewatering discharge.
32. The Airport Authority shall implement a soil import procedure to evaluate imported soils, satisfactory to the Regional Water Quality Control Board. The procedure shall include investigation of historical uses at the borrow site, soil sampling and analysis of soil prior to excavation and hauling to the airport property, and comparison of detected concentrations of any chemicals found in soil with appropriate health-based screening levels. Only soils that pass the screening shall be imported to the project site and used as fill.
33. Cal/OSHA worker safety requirements provide for air monitoring during subsurface excavation activities including borings, grading, and trenching (on-site and off-site) to check for unsafe levels of hexavalent chromium, TCE, PCE, and other VOCs, carbon monoxide, etc. Should unsafe levels occur, appropriate safety measures shall be implemented, as required.
34. Prior to the issuance of any building or engineering permit(s), the Airport Authority shall demonstrate to the satisfaction of the Directors of Public Works and Community Development that remedial actions, in accordance with adopted State standards, have been implemented on-site and/or that new buildings shall include all necessary engineering controls (e.g., vapor barriers, passive or active ventilation system, on-going monitoring, etc.).

Hydrology & Water Quality

35. Prior to Grading Permit issuance and as part of the project's compliance with the NPDES requirements, a Notice of Intent (NOI) shall be prepared and submitted to the State Water Resources Quality Control Board (SWRCB), providing notification and intent to comply with the State of California General Permit
36. The proposed project shall conform to the requirements of an approved Storm Water Pollution Prevention Plan (SWPPP) (to be applied for during the Grading Plan process) and the NPDES Permit for General Construction Activities No. CAS000002, Order No. 2009-0009-DWQ, including implementation of all recommended Best Management

Practices (BMPs), as approved by the State Water Resources Quality Control Board (SWRCB).

37. Upon completion of project construction, the project applicant shall submit a Notice of Termination (NOT) to the State Water Resources Quality Control Board (SWRCB) to indicate that construction is completed.
38. Project plans shall identify a suite of storm water quality BMPs that are designed to address the most likely sources of storm water pollutants resulting from operation of the proposed project, consistent with the Standard Urban Stormwater Management Plan (SUSMP). Pollutant sources to be addressed by these BMPs include, but are not necessarily limited to, parking lots, landscaped areas, trash storage locations, and storm drain inlets. The design and location of these BMPs will be subject to review and comment by the City but shall generally adhere to the standards associated with the Phase II NPDES storm water permit program. Implementation of these BMPs shall be assured by the Authority prior to the issuance of Grading or Building Permits.

Noise

39. Authority shall show proof of the following before grading permit issuance:
 - a. Construction contracts specify that all construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers and other state required noise attenuation devices.
 - b. A sign, legible at a distance of 50 feet shall also be posted at the project construction site that contains a contact name and a telephone number where residents can inquire about the construction process and register complaints.
 - c. The Project Authority shall provide a qualified "Noise Disturbance Coordinator." The Disturbance Coordinator shall be responsible for responding to any local complaints about construction noise. When a complaint is received, the Disturbance Coordinator shall notify the City within 24 hours of the complaint and determine the cause of the noise complaint (e.g., starting too early, malfunctioning muffler, etc.) and shall implement reasonable measures to resolve the complaint, as deemed acceptable by the Burbank Planning and Transportation Division. All signs posted at the construction site shall include the contact name and the telephone number for the Noise Disturbance Coordinator. Construction haul routes shall be designed to avoid noise sensitive uses (e.g., residences, convalescent homes, etc.), to the extent feasible, and shall be identified and approved by Building Official before grading permit issuance. During construction, stationary construction equipment shall be placed such that emitted noise is directed away from any sensitive noise receivers.
 - d. Per the *Burbank2035* General Plan and BMC Section 9-1-1-105.8, construction (which includes alterations, movement, enlargement, repair, equipment ,maintenance , removal and demolition work regulated by the Building Code) shall be limited to the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday and from 8:00 a.m. to 5:00 p.m. on Saturday. No construction is permitted on Sundays or major holidays. Exceptions: Where work must be performed in an emergency situation, and the

Community Development Director may grant exceptions wherever there are practical difficulties involved in carrying out the provisions of this condition or other specific onsite activity warrants unique consideration.

40. Neighborhood monitoring of construction activities. Authority shall provide information about all grading, demolition, and construction activities on its website and shall provide periodic updates at the City Council meetings. A twenty four hour contact number shall be provided for any input from the public. Notices shall be published in the Leader, and provided by mail to an area within 1,000 feet of the boundaries of the Airport regularly after aforementioned activities begin, and until completion.
41. Additional notice shall be provided to all sensitive receptors identified on Air Dispersion Maps before any activity that exceeds certain air quality standards. The notices shall occur prior to and at least 24 business hours before the potential exposure of significant air quality impacts occurs. This requirement shall continue until the completion of the project.

Transportation Planning Division

42. The Authority shall construct the terminal access roads for all terminal alternatives to allow all airport shuttles, Metro buses, and BurbankBus vehicles to access the terminal at no cost to public transit operators. Adequate transit-only bypass lanes shall be provided to allow all transit vehicles to have dedicated bus stop locations for passenger boarding and alighting. These bypass lanes shall be constructed so that they allow vehicles to bypass vehicle traffic congestion caused by passenger car pickup and drop-off activity in front of the terminal, and shall be of a length sufficient enough to allow transit vehicles to bypass vehicle queuing caused by congestion at the terminal entrance corresponding to the peak travel day of the airport. The Authority shall provide a dedicated passenger boarding and alighting area for all transit vehicles in front of the main terminal entrance, and this area shall be improved with lighting, shelters, transit information, and other transit passenger amenities. [include in PUC conditions]
43. If the Authority constructs the Adjacent Property Terminal Option, the Authority shall widen the southbound connector road between San Fernando Boulevard and Hollywood Way located on the southwest corner of this grade separated intersection to provide a second right turn lane from San Fernando Boulevard to Hollywood Way, and shall signalize the intersection. This signalized intersection shall be connected to the City's Citywide Signal Control System (CSCS) via fiber optic connection and shall be coordinated with adjacent traffic signals on Hollywood Way.
44. If the Authority constructs the Adjacent Property Terminal Option, the Authority shall signalize the intersection of San Fernando Boulevard and Cohasset Street. The signal shall be connected to the City's Citywide Signal Control System (CSCS) via fiber optic connection and shall be coordinated with nearby signals at Hollywood Way and San Fernando Boulevard. In addition, the Authority shall restripe the eastbound approach to provide one left and right turn lane.

45. If the Authority constructs the Adjacent Property Terminal Option, the Authority shall construct a third northbound travel lane on Hollywood Way between just south of Thornton Avenue and just north of Cohasset Street. Providing the third lane requires restriping the street between just south of Thornton Avenue and Cohasset Street. It also requires a minor street widening within City right-of-way on the east side of Hollywood Way between Thornton Avenue and Burton Way. Authority shall also widen the intersection of Hollywood Way and Winona Avenue to provide a second northbound left turn lane. The ultimate configuration of the northbound approach of the Hollywood Way / Winona Ave intersection would therefore be 2 left turn lanes, 2 through lanes, and 1 shared through-right lane. In addition, widen the eastbound approach to provide 2 left turn lanes, 1 through-right lane, and one right turn lane. This intersection improvement would require widening the west side of Hollywood Way on Airport Authority property by up to 13 feet between 250 feet north of the Runway 8-26 centerline and just north of Winona Avenue (to the northern Airport Authority parcel boundary). To remain consistent with the City's Complete Streets General Plan policies, the existing bicycle lanes on Hollywood Way would be upgraded to Class IV "buffered bicycle lanes" (with a 2-foot painted buffer) along Airport property from Thornton Avenue to just north of Winona Avenue. To carry the buffered lanes to Thornton Ave, a 2-foot sidewalk easement on the west side of Hollywood Way from 250 feet south of the Runway 8-26 centerline to Thornton Avenue is required, as well as a 2 foot widening within city right of way on the west side of Hollywood Way between Thornton Avenue and Burton Way.
46. If the Authority constructs the Southwest Quadrant Terminal Option, the Authority shall signalize the intersection of the new main terminal entrance road and Empire Avenue. The signal shall be connected to the City's Citywide Signal Control System (CSCS) via fiber optic connection and shall be coordinated with nearby signals at Old Airport Terminal Entrance Road and Hollywood Way. In addition, the Authority shall restripe the eastbound approach to provide one left one through lane, and should widen and/or restripe the westbound approach to provide two through and one dedicated right turn lane. A westbound dedicated right turn lane on Empire into the terminal shall be provided.
47. If the Authority constructs the Southwest Quadrant Terminal Option, the Authority shall widen Empire Avenue up to 54 feet within a right of way of 60 feet to provide two lanes in each direction plus center turn lane between Clybourn Avenue and the Old Airport Terminal Entrance. In addition, the Authority shall provide a sidewalk within the existing right of way. City understands and agrees that this reconfiguration of Empire Avenue may need FAA approval for it to be effective.
48. The Authority shall provide a dedicated passenger shuttle system -- having a minimum frequency of 10 minutes during peak hours and 20 minutes during non-peak hours -- between the main airport terminal entrance and the Airport RITC, which includes the Burbank Airport Metrolink Station. The Authority shall provide dedicated passenger shuttle to the future Hollywood Way Metrolink Station. [include in PUC conditions]

49. Intentionally Reserved.
50. The Authority shall collaborate with Metro or other transit providers to accommodate any future extension of the Metro Orange Line, Metro Red Line, or other regional transit facility, to provide a direct regional transit connection to either the Adjacent or Full-Size Southwest Quadrant alternatives.
51. If the Authority constructs the Adjacent Property Terminal Option, the Authority shall construct a lighted pedestrian path at least 10 feet in width from the main airport terminal entrance at Hollywood Way to the airport terminal, and from the secondary entrance at Cohasset Street to the airport terminal, using the most direct path of travel possible to connect the airport entrances to the terminal. If the Authority constructs the Full Size Southwest Quadrant Terminal Option, the Authority shall construct a pedestrian path in width from the main airport terminal entrance at Empire Avenue to the airport terminal entrance.
52. If the Authority constructs the Adjacent Property Terminal Option and a private commercial development is approved on land abutting the Adjacent Property (on the former B-6 property), the Airport shall, if requested by the City of Burbank or the developer of the B-6 site, connect the proposed development to the airport circulation system to provide a direct connection for pedestrians, bicyclists, and transit vehicles to the main terminal entrance. This connection shall be provided at a point located along an imaginary extension of the center line of Tulare Street extended westward from Hollywood Way to the point where the extension of the center line intercepts the Authority's property. [include in PUC conditions]
53. Authority shall install a bulletin board, display case, or kiosk displaying transportation information located where the greatest number of employees working at the terminal are likely to see it. Information in the area shall include, but is not limited to, the following: [include in PUC conditions]
- a. Current maps, routes and schedules for public transit routes serving the site.
 - b. Telephone numbers for referrals on transportation information including numbers for the regional ridesharing agency and local transit operators.
 - c. Ridesharing promotional material supplied by commuter-oriented organizations.
 - d. Bicycle route and facility information, including regional/local bicycle maps and bicycle safety information.
 - e. A listing of facilities available for carpoolers, vanpoolers, bicyclists, transit riders and pedestrians at the site.
54. Authority shall install and maintain a total of fifty (50) bicycle racks or other secure bicycle parking as follows. Ten (10) bicycle spots at the Valet Center for the new terminal parking and forty (40) spaces near the new employee parking structure. A bicycle parking facility may also be a fully enclosed space or locker accessible only to

the owner or operator of the bicycle, which protects the bike from inclement weather.
[include in PUC conditions]

55. Authority shall provide a safe and convenient zone in which employee vanpool and carpool vehicles may deliver or board their passengers. [include in PUC conditions]
56. Authority shall construct private sidewalks or other designated pathways following direct and safe routes from the external pedestrian circulation system to each building in the development. [include in PUC conditions]
57. Authority shall construct safe and convenient access from the external circulation system to bicycle parking facilities on-site. [include in PUC conditions]
58. Authority shall prepare a traffic master plan to the satisfaction of the Assistant Community Development Director-Transportation, that addresses internal traffic circulation at the Airport as it will be during construction and as it will be upon completion of the planned improvements.

Building Division

59. The project shall comply with the edition of the California Building Code series in effect at the time of submittal to Plan Check Review. This includes the Building Code (CBC) the, California Electrical Code, California Mechanical Code, California Plumbing Code, Building Energy Efficiency Standards (Energy Code), California Green Building Standards Code, and Title 9, Chapter 1, of the Burbank Municipal Code, as any of these are amended by the City.
60. The property shall comply with accessibility requirements as stated in California Building Code (CBC) Chapter 11.
61. Building and Planning divisions are accepting submittals to the ProjectDox electronic plan check program. For more information about submitting plans online, please contact the Building Division at 818-238-5241.
62. The project must comply with SUSMP requirements of the National Pollutant Discharge Elimination System (NPDES) and local requirements as stated in the Burbank Municipal Code.
63. A survey by a licensed surveyor will be required to verify location of foundations in relation to the setbacks prior to the first pour of the Replacement Terminal.
64. A Waste Management Plan shall be submitted with construction documents. The plan should indicate how a minimum of 50 percent of construction debris is being recycled or diverted from the landfill. A non-refundable administrative fee and refundable

deposit will be collected prior to permit issuance. The deposit can be refunded upon proof of recycling submitted to Building Division within 60 days of permit final.

65. The California Division of Mines and Geology Active Fault Near-Source Zones Map for Burbank indicates that the city is within 2km to 5km of the Verdugo and Hollywood Faults. Structural design must address the impact of the Near-Fault Zones. A soils report shall be required prior to approval or issuance of a building permit.
66. Screening shall be required for all equipment located in front and side yards. The screening shall include the electrical panels, A/C compressor units, HVAC, gas meters, transformers and antennas.
67. The project shall comply with State's Model Water Efficient Landscape Ordinance (MWELO).

Fire Department

68. Authority shall comply with all conditions of NFPA 415, the approved American National Standard for Airport Terminal Buildings, Fueling Ramp Drainage and Loading Walkways.
69. Authority shall provide construction site security by means of a six-foot high fence maintained around the entire site or a qualified fireguard when required by the Fire Code Official.
70. Authority shall provide an automatic fire sprinkler system in accordance with the Burbank Municipal Code.
71. Authority shall provide electrical supervision (monitoring service) for all valves controlling the water supply and for all fire sprinkler system water flow switches controlling 20 or more sprinklers.
72. Authority shall provide a fire alarm system to notify all occupants of automatic fire sprinkler water flow.
73. Authority shall provide a Knox key box for fire department access.
74. Authority shall provide a Knox KS-2 key access switch for security gates.
75. Authority shall provide address numbers a minimum of six inches high for all occupancies with three-quarter (3/4)-inch stroke to identify the premises. Numbers shall be plainly visible from the street or road fronting the property and from the alley or rear accessway to the property.

76. Authority shall provide 2A10BC fire extinguishers and shall be located as directed by the Fire Code Official in the field. All portable fire extinguishers shall be installed on a positive latching bracket or within an enclosed cabinet.
77. Exit doors shall be openable from the inside without the use of a key or any special knowledge or effort. All locking devices shall be of an approved type.
78. Authority shall provide a fire alarm system.
79. Fire apparatus access roads shall be provided in accordance with the California Fire Code, for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction when any portion of the facility or any portion of an exterior wall of the first story of the building is located more than 150 feet from fire apparatus access as measured by an approved route around the exterior of the building or facility. More than one fire apparatus road shall be provided when it is determined by the chief that access by a single road might be impaired by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.
80. Plans for fire apparatus access road shall be submitted to the fire department for review and approval prior to construction.
81. Plans and specifications for fire hydrant systems shall be submitted to the fire department for review and approval prior to construction.
82. When fire protection, including fire apparatus access roads and water supplies for fire protection, is required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction.
83. Approved signs or other approved notices shall be provided and maintained, at the expense of the person(s) in possession of the property, for fire apparatus access roads to identify such roads and prohibit the obstruction thereof or both.
84. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to all premises upon which facilities, buildings, or portions of buildings are hereafter constructed or moved into or within the jurisdiction. When any portion of the facility or building protected is in excess of 150 feet from a water supply on a public street, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains capable of supplying the required fire flow shall be provided when required by the Chief.
85. All exits, fire department access and fire protection shall be maintained in accordance with the California Fire Code during construction.
86. Any fire hydrants for development shall be upgraded with a 4" X 2-2 1/2" outlets. Contact the Water Division at (818) 238-3500 for specifications on the type fire hydrants to be provided.

87. Except as otherwise provided, no person shall maintain, own, erect, or construct. any building or structure or any part thereof, or cause the same to be done which fails to support adequate radio coverage for City emergency service workers, including but not limited to firefighters and police officers. Buildings and structures which cannot meet the required adequate radio coverage shall be equipped with any of the following in order to achieve the required adequate radio coverage: a radiating cable system or an internal multiple antenna system with or without FCC type accepted bi-directional UHF amplifiers as needed. Further information and guidance can be obtained by contacting the City of Burbank Radio Communications shop at (818) 238-3601.
88. For parking garages provided with a ventilation system in accordance with the California Building Code "Interior Environment" a remote over-ride switch shall be provided for Fire Department use as assistance for smoke removal. The switch shall be located and clearly marked in a readily accessible location as directed by the Fire Department.
89. The occupancy shall be approved and limited to the number of occupants noted on the plan submitted for review.
90. Provide and maintain an approved occupant load sign in a conspicuous location near the main exit from the room.
91. Any business, except as provided in subdivisions (b) and (c) of Health & Safety Code Section 25503.5, that handles a material or mixture containing a hazardous material that has a quantity at one time during the reporting year equal to, or greater than, a total weight of 500 pounds, or a total volume of 55 gallons, or 200 cubic feet at standard temperature and pressure for compressed gas, shall establish and implement a business plan for emergency response to a release or threaten release of a hazardous material in accordance with the standards prescribed in the regulations adopted pursuant to Section 25503 of the California Health & Safety Code.
92. Assembly Bill (AB) 2286 (Feuer, PDF) was signed by Governor Arnold Schwarzenegger, chaptered on September 29, 2008 and went into effect January 1, 2009. The law requires all regulated businesses and all regulated local government agencies, called Unified Program Agencies (UPA), to use the Internet to file required Unified Program information previously filed by paper forms. This includes facility data regarding hazardous material regulatory activities, chemical inventories, underground and aboveground storage tanks, and hazardous waste generation. It also includes UPA data such as inspections and enforcement actions. All businesses must submit Unified Program-related reporting information to either the statewide electronic reporting system (CERS, California Environmental Reporting System), or if provided by the facility's CUPA, businesses can opt to use the CUPA's local reporting web portal. For more information about CERS and Unified Program electronic reporting requirements, please go to CERS Central web site at <http://cers.calepa.ca.gov/> See more at: <http://www.calepa.ca.gov/cupa/ereporting/#sthash.7G6K1PcM.dpuf>

93. Plans shall be submitted for review and approval by the Fire Department with each application for a permit to store more than 5,000 gallons of liquids outside of buildings in drums or tanks. The plans shall indicate the method of storage, quantities to be stored, distances from buildings and property lines, access ways, fire protection facilities, and provisions for spill control and secondary containment.
94. Businesses that handle materials or mixtures containing hazardous materials that do not exceed the 500 pounds or a total volume of 55 gallons, or 200 cubic feet for compressed gas shall be required to obtain a permit from the Burbank Fire Department for the storage, use and handling of stated inventory. This permit shall be issued for the time period between scheduled inspections conducted by the Burbank Fire Department.
95. Buildings having floors used for human occupancy located more than 35 feet, but less than 75 feet above the lowest level of fire department vehicle access, shall be in compliance with all applicable "Mid-Rise" requirements as defined by the Burbank Municipal Code.
96. Buildings having floors used for human occupancy located more than 75 feet above the lowest level of fire department vehicle access, shall be in compliance with all applicable "High-Rise" requirements as defined by the Burbank Municipal Code.
97. High-rise and Mid-rise buildings shall be accessible on a minimum of two sides. Roadways shall not be less than 10 feet or more than 35 feet from the building. Landscaping or other obstructions shall not be placed or maintained around structures in a manner so as to impair or impede accessibility for firefighting and rescue operations.
98. Group B office buildings and Group R, Division I Occupancies, each having floors used for human occupancy located more than 35 feet above the lowest level of Fire Department vehicle access, shall be provided with an automatic fire alarm system.
99. Every mid-rise building shall be provided with an approved combined standpipe system.
100. All stair shaft doors at each building level shall provide access to the building for fire department use.
101. Authority shall provide for Fire Department use at least one access door to one enclosed exit stair shaft that serves all building levels and the roof at the main entrance level outside the building.
102. All enclosed exit stairways shall be continuous to each floor served in either direction and shall be without obstructions such as intervening doors and gates. Exception: Approved barriers provided at the ground floor level to prevent persons

traveling downward from accidentally continuing into the basement, in accordance with the Building Code.

103. Locking of enclosed exit stairshaft doors:

- a. All enclosed exit stairshaft doors which are to be locked from the stairshaft side shall have the capability of being unlocked without unlatching, by all of the following methods: i) manual signal from the central fire control room; ii) the actuation of a fire alarm device; and iii) upon failure of electrical power.
- b. When enclosed exit stairshaft doors are locked from the stairway side, an approved emergency communication system directly connected to the building control station, proprietary supervisory station, or other approved emergency location shall be available to the public and shall be provided at every fifth floor landing in each required enclosed exit stairshaft.

104. In all high-rise and mid-rise buildings, approved breakout panels or tempered glass windows shall be provided in the exterior wall at the rate of at least twenty square feet of opening per fifty lineal feet of exterior wall in each story, distributed around the perimeter at not more than fifty foot intervals. Such panels shall be clearly identified as required by the Chief.

105. In every bank of elevators, there shall be provided and available to the fire department, an elevator that opens on to each floor served by the individual bank. A bank of elevators is one or more elevator cars controlled by a common operating system, or where all elevator cars will respond to a single call button.

106. Elevator cars assigned for fire department use shall have at height, recessed area, or removable ceiling, which will make possible the carrying of a nine (9) foot high ladder. At least one elevator car assigned for fire department use and serving all floors shall be of a size that will accommodate a 24-inch by 85-inch ambulance stretcher in the horizontal position, and have a clear opening width of 42 inches. The elevator shall be identified with approved signs.

107. Elevators shall open into a lobby on all floors except the lowest terminal floor of building entry. Lobbies may serve more than one (1) elevator. Lobbies shall be separated from the corridor by one (1) hour fire resistive construction with all openings protected by tight-fitting twenty (20) minute door assemblies designed to close automatically upon activation of a detector which will respond to visible or invisible particles of combustion. Lobbies shall also be separated from the remainder of the building as required for corridor walls and ceilings.

108. In order to determine fire flow requirements for this building, the following information shall be provided prior to issuing a building permit for final fire department plan check:

- a. Building Type Construction as defined by the California Building Code.

b. Square feet of the building.

109. All items reviewed are based on information provided at time of review. The comments provided do not limit or relieve the owner and the owner's architect and/or contractor from the responsibility of ensuring compliance with all applicable provisions office/life safety codes. Such compliances may include but are not limited to fire department access for firefighting, including fire department vehicle access, fire water supplies and appurtenances. Further reviews may require additional requirements or limitations as the project develops and is not limited to the requirements provided in these comments.
110. All references are in accordance with the 2013 Editions of the California Fire Code (CFC) and the California Building Code (CBC) as amended by the Burbank Municipal Code (BMC). Updated or more current Code versions may be in effect at the time of Plan Check submittal.
111. All noted information pertaining to the proposed project shall be shown on plans submitted as part of the Fire Department review for approval. For additional information or questions, please contact the City of Burbank Fire Marshal at (818) 238-3381.

Public Works Department

General Requirements

112. Plans should include topographic site information, including elevations, right-of-way/property lines, dimensions/location of existing/proposed public improvements adjacent to project (i.e. street, sidewalk, parkway and driveway widths, catch basins, pedestrian ramps). Show width and location of all existing and proposed easements [BMC 9-1-1-3203]. Show dimensions and location of all proposed property dedications. Show existing and proposed underground utility connections.
113. Authority shall protect in place all survey monuments (City, County, State, Federal and private). Any monument that requires removal shall be re-established as approved by the Director of Public Works [State of California, Business & Professions Code, Section 8771].
- The following must be completed prior to the issuance of a Building Permit:*
114. Submit hydrology/hydraulic calculations and site drainage plans. On-site drainage shall not flow across the public parkway (sidewalk). It should be conveyed by underwalk drains to the gutter through the curb face [BMC 7-1-117, BMC 7-3-102].
115. An address form must be processed [BMC 7-3-907].

116. Plans should include easements, elevations, right-of-way/property lines, dedication, location of existing/proposed utilities and any encroachments.
117. Building access doors, loading docks doors, and access gates may not swing open into the public or private right-of-way.
118. If any utility cuts are made on Hollywood Way, Vanowen Street, Thornton Street, Winona Avenue, Tulare Avenue, Burton Avenue, San Fernando Boulevard, Kenwood Street, or any other public rights-of-way adjacent to the property, Authority will be required to restore the street per City of Burbank paving requirements.
119. If any cuts are made on public streets or rights-of-way with rubber asphalt (ARHM), such streets shall be subject to City street moratorium requirements, and the Authority will be required to restore the street per City of Burbank paving requirements.
120. Additional impacts to street or alley (i.e., utility cuts) could extend the resurfacing restoration limits. For additional information or questions, please contact Public Works, Civil Engineering staff at (818) 238-3945.

Public Works – Wastewater Requirements

121. Construction plans shall include: the location, depth, and dimensions of sanitary sewer lines; chemical and hazardous material storage, if any, including containment provisions; and type(s) of existing/proposed use(s), including the gross square footage of the building, and its disposition.
122. Every building or structure, in which plumbing fixtures are installed which convey sewage, must be connected to the municipal wastewater system [BMC 9-3-104].
123. No person shall connect to or tap an existing public sewer without obtaining a permit [BMC 25-301]. Prior to approval or issuance of any permits, a Sewer Capacity Study shall be prepared and submitted for review demonstrating that adequate future capacity will be provided to accommodate the proposed development. Sewer studies help to verify whether the system can accommodate a proposed development, and if not, it helps identify needed improvements that would allow a development project to move forward. The studies may reveal that no upgrades are needed to the system or that parts of the system need to be upgraded in order to accommodate a new development. At a minimum, the Authority is required to cover costs associated with accommodating the additional demands on the system. Necessary upgrades may include replacing undersized water or sewer pipes and installing larger pipes; other upgrades could include adding or upsizing water pumps at pump stations, adding water storage tanks, and other related system improvements (i.e., mitigations only ascertainable subsequent to the preparation of the sewer study). The City may be able to contribute towards these upgrades as part of a Capital Improvement Project, depending on the age/condition of

various system components and other factors, but the timing may not be conducive to the proposed development and therefore the Authority would be responsible for the improvements. Depending on the situation, the City may be able to reimburse the Authority for a fair portion of costs associated with upgrades as part of a Reimbursement Agreement. This would typically be the case if needed upgrades are already included in the City's Capital Improvement Program. If there is no immediate need or obligation for the City to increase capacity or make upgrades, but they are needed for a development project to move forward, formation of a Reimbursement District is another possibility. A Reimbursement District allows Authority to recoup a portion of costs for the installation of new infrastructure from future development projects that might benefit from the upgrades.

124. Each lot must have its own connection to the mainline sewer or if multiple lots, a covenant holding all parcels as one shall be executed and in that case, multiples lots will be treated as if one lot for purposes of all utilities
125. A maintenance manhole must be installed at the sewer main connection on all laterals greater than or equal to 8-inches in diameter per BMC 8-1-308 and City of Burbank Standard Drawing BSS-201-2 located in the 2012 edition Standard Plans for Public Works Construction.
126. Any connection to the sewer main line must be capped before a building demolition occurs.
127. No more than one lot may be connected to the City sewer main with a single sewer lateral connection.
128. An Industrial Waste Discharge Permit may be required [BMC 8-1-503 & BMC 8-1-502].
129. If the Building Permit is pulled under the current rate structure, the proposed development is subject to a Sewer Facilities Charge (SFC). The charge is due and payable prior to issuance of a building permit [BMC 8-1-802 and BMC 8-1-806].
130. A backwater valve is required on the building sewer unless it can be shown that all fixtures contained therein have flood level rim elevations above the elevation of the next upstream maintenance hole cover of the public sewer serving the property, or a conditional waiver is granted by the Director [BMC 8-1-313].
131. Landscape improvements will need to take into consideration the location of sewer facilities to prevent plant roots from entering or damaging the sewer facilities. Clearance shall be maintained from any City sewer main, 7.5 feet.
132. Food service establishments are required to install, operate and maintain an approved type and adequately sized remotely located and readily accessible grease interceptor

133. If these proposed improvements intend to install cooling towers that will utilize recycled water, a separate recycled water meter and service shall be installed for each cooling tower.

Public Works – Stormwater Requirements

134. New changes became effective July 1, 2010 for any construction activity that results in soil disturbances greater than one acre, and is subject to the General Permit for Storm Water Discharges Associated with Construction Activity Permit Order 2009-0009-DWQ “2009 Construction General Permit” (see: ‘http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml’). Additionally, if the construction activity less than one acre is part of a larger common plan of development that encompasses a total of one or more acres of soil disturbance or if there is significant water quality impairment resulting from the activity, it is subject to the 2009 Construction General Permit.
135. On November 8, 2012, the Los Angeles Regional Water Quality Control Board adopted a new NPDES MS4 permit for the Los Angeles Basin. The provisions in this new permit (which can be accessed at http://www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/municipal/la_ms4/2012/) require all new development and redevelopment projects to lessen the water quality impacts of development by using smart growth practices, minimize the adverse impacts from storm water runoff, and minimize the percentage of impervious surfaces on land developments. Although the City has not yet implemented these requirements into its local ordinance and plan check requirements, this project is expected to comply with the new permit provisions.
136. Please note that the Lockheed Channel is already at full drainage capacity and cannot accept additional flows. On-site capture, infiltration, and/or detention will be required, or sending the storm water flows to another storm drain network/receiving water will be required.
137. Certain construction and re-construction activities within the City’s transportation corridors (i.e., public streets, public alleys, public parkway areas, private streets, and private parking) will be subject to the City’s Green Streets Policy requirements in Burbank Municipal Code Sections 7-3-102, 7-3-405, and 9-3-414.
138. Per BMC 9-3-407, Best Management Practices shall apply to all construction projects and shall be required from the time of land clearing, demolition or commencement of construction until receipt of a certificate of occupancy.
139. Discharges from essential non-emergency firefighting activities (i.e., fire sprinkler system testing) is a conditionally allowed non-storm water discharge into the storm drain system, provided appropriate Best Management Practices (BMPs) are implemented. Please contact the wastewater section of the Public Works Department at (818) 238-3915 for a copy of Fire Suppression Systems discharge form and follow the

requirements to comply when conducting the conditionally allowed non-storm water discharge.

140. Dewatering an area where water accumulates (i.e., crawl space, foundation, or basement) is now considered a prohibited discharge into the storm drain system. As such, private property applicants have the following options for dewatering accumulated volumes of water:
 - a. Depending on the volume and having controls in place to keep the discharge on-site, direct the dewatering discharge to a planted/vegetated area located on private property; or
 - b. Apply for an individual NPDES permit with the Regional Board to allow the dewatering discharge into the storm drain system through ORDER NO. R4-2013-0095: pages 8 and 9 of this Dewatering Order state that temporary dewatering including subterranean seepage dewatering, requires individual coverage and is no longer covered/allowed under the MS4 permit. Questions need to be directed to the Regional Board at (213) 576-6600.

Public Works – Traffic Engineering

141. Parking space dimensions and drive aisles shall comply with the requirements of the BMC Section 10-1-1401.
142. Concrete curbs and/or wheel stops shall be constructed along all parking areas to prevent overrunning sidewalks, landscaping and structures. All off-street parking areas shall be improved with signs, striping and paving. All parking areas and driveways shall conform to City codes and standards [BMC 31-1417].
143. A 24 foot turning radius shall be provided for access to driveways and right-angle parking stalls [BMC 10-1-1606].
144. If planter curbs are used as wheel stop, two feet (2') of the planter may be included in required parking stall length. Handicapped parking space shall be a minimum 9' wide [BMC 10-1-1417].
145. Two-way driveways shall have a minimum width of 30.0 feet and one-way driveways shall have a minimum width of 16.0 feet.
146. Show existing and proposed driveways with dimensions. Show trees, power poles, guy wire, traffic signals, manholes, water meters, street lights, and catch basins, and adjust such to driveways.
147. No visual obstruction over 3' high and under 10' high shall exist within the 5' by 5' corner cut-off at the intersection of the street and driveway [BMC 10-1-1303].

148. No visual obstruction over 3' high and under 10' high shall exist within the 10' by 10' corner cut-off at the intersection of the street and alley [BMC 10-1-1303 (B)].
149. All exterior lighting shall be directed away from the view of drivers on public streets [BMC 10-1-1420].
150. Inside dimensions for trash enclosure must be a minimum 7 feet by 8 feet or approved by Public Works Field Services. Doors shall not swing open into the public right-of-way.
151. Ramps to parking structure should conform to Burbank Standard Plan BT-406. Show cross section details with all dimensions, elevations, and transitions. If ramp is in excess of 10% slope, transitions shall be required for top and bottom. Ramp should not exceed a 20% slope.
152. Vertical clearance requires a minimum 7' over any parking space [BMC 10-1-1401].
153. Parking stalls against walls, fences, or other obstructions shall be a minimum 10' wide. This would also apply to the "H" walls in parking structure. End stalls shall be a minimum 11' wide or access aisle lengthen 3' to facilitate maneuvering. Show all dimensions on plans [BMC 10-1-1401].
154. Standard parking spaces adjacent to walls shall be a minimum 10' wide. Columns shall be a minimum 2' from end of parking stall. Show the location and dimensions of columns. Column dimensions shall not be included in required parking space dimension or encroach into access aisles [BMC 10-1-1401].
155. On construction plans, Authority shall show existing street widths, parkway widths, power poles, guy wires, meters, vaults, pull boxes, trees, driveways, street lights, etc.
156. On-site circulation paths (streets, alleys, driveways) shall be designed to accommodate design vehicles defined in the American Association of State Highway and Transportation Officials (AASHTO) "A Policy on Geometric Design of Highways and Streets":
 - a. Passenger vehicle shall use "Passenger Car" as design vehicle, minimum inside turn radius = 14.4 feet, minimum outside turn radius = 24.0 feet
 - b. Small Truck shall use "Single-Unit Truck" as design vehicle, minimum inside turn radius = 28.3 feet, minimum outside turn radius = 42.0 feet
 - c. Bus shall use "City Transit Bus" as design vehicle, minimum inside turn radius = 24.5 feet, minimum outside turn radius = 42.0 feet
 - d. Truck shall use "Interstate Semitrailer WB--62" as design vehicle, minimum inside turn radius = 7.9 feet, minimum outside turn radius = 45.0 feet

157. Any existing traffic/parking sign(s) in public right-of-way may be covered, relocated or removed only with the prior approval of the Public Works Director. Sign(s) shall be reinstalled to the satisfaction of the Public Works Director [BMC 6-1-401].
158. All approved Traffic Engineering Division requirements shall be constructed and completed to the standards and satisfaction of the Public Works Department. For additional information or questions, please contact the Public Works Director at (818) 238-3915.

Public Works – Field Services

159. Authority shall contact Public Works and specify how the applicant will be handling the construction and demolition debris. For additional information or questions, please contact Public Works Field Services at (818) 238-3800.
160. Construction and site improvement plans shall show that all clearances and entries to refuse storage areas (enclosures) will assure safe entry for refuse collection vehicles and personnel.
161. Provide refuse/recycle enclosure specifications (location, size, etc.) [BMC 10-1-628V, BMC 10-1-1113.1H].
162. The facility design must provide for recycling facilities, i.e., storage and handling areas for recycling facilities. For information or questions regarding what is required for recycling facilities, please contact the City's Recycling Coordinator at (818) 238-3900.
163. Inside dimensions for the trash enclosure must be a minimum 7' by 8' or as approved by Public Works Field Services. Doors may not swing open into the public right-of-way [BMC 10-1-628V].
164. Trash area must be enclosed on 3 sides and be at least 6 feet high in commercial/industrial areas [BMC 10-1-1113.1H]. All clearances and entries to refuse storage areas (enclosures) must be approved to assure safe entry for refuse collection vehicles and personnel.
165. If greater than four cubic yards of solid waste is generated per week at the location, a waste and recycling plan shall be created for this development and shall comply with AB 341 requirements. For additional information or questions, please contact Public Works Field Services at (818) 238-3800.

Burbank Water & Power – Water Division

166. All on-site water improvement beyond FM meters shall be considered private plumbing and shall be installed by the Authority. Only water facilities in publically

dedicated streets or easements will be considered City owned and maintained facilities, which will be installed by BWP at the Airport Authority's cost.

167. Contingent on the size of the development, Water Supply Assessment (WSA) may need to be prepared in compliance with SB 610 requirements. The WSA (if one is required) shall be submitted to BWP for review and approval.
168. The following information shall be included on construction plans:
 - a. Size and location of water services (domestic, fire, type & location of the backflow assembly).
 - b. Calculations for sizing of domestic water meter and service.
 - c. Landscape irrigation plans for backflow plan check.
169. Water may be supplied temporarily from a fire hydrant. Contact BWP Water Engineering at (818) 238-3500 concerning fees, required permit and fittings.
170. Due to the system static pressure at this site, the Building Division requirements for a pressure regulator are to be followed in accordance with the Uniform Plumbing Code.
171. A copy of these conditions shall be shown on the Authority's submittal of construction plans.
172. The water service for this project may be required to be provided with protective devices that prevent objectionable substances from being introduced into the public water supply system, per Title 17 of the California Administrative Code. A \$50 backflow prevention plan check fee is due before the plans will be stamped, signed and approved by the Water Division. Both domestic and fire services may require installation of backflow prevention devices. Plan check will take a minimum of five working days. Backflow devices must be installed on private property and as close as possible to the property line.
173. The owner or contractor shall contact BWP Water Division at (818) 238-3500 before the building permit is issued. The drawings will be reviewed for adequate sizing of the service and meter and will take a minimum of five working days. Domestic meter size shall be adequate to provide the required flow, as determined by a licensed plumber or architect, calculated from the number of fixture units for the proposed development, pursuant to the California Plumbing Code 2007, Title 24, Part 5. Prior to final approval and preparation of an estimate by the BWP Water Division, the Authority shall obtain approval from the City of Burbank Fire Department for appropriate fire service size and appurtenance selection. A deposit will then be collected to cover construction costs for all required services. Construction scheduling will be based on date of receipt of the required drawings, fees and deposit.

174. If the Fire Department requires any new fire hydrants and/or fire services for this development, the owner or contractor shall request an estimate for same from BWP Water Division by calling (818) 238-3500. The full deposit for any required work (including upgrading the fire service/backflow device) must be paid before the Water Division approves the project drawings.
175. A Water Main Replacement Fee (WMRF) is required in accordance with Sections 4.34 (c), (d) and (e) of BWP Water Division Rules and Regulations. For additional information, please contact BWP staff at (818) 238 -3500.
176. The Authority shall be responsible for all additional costs associated with connection and installation of new water services and abandonment of existing services in accordance with BWP Rules and Regulations for Water Use.
177. Water Main Replacement Fee (WMRF) shall be applied in accordance with BWP Rules and Regulations.
178. Recycled water service for the proposed project will be available from a future recycled water main in Hollywood Way. A separate recycled water meter and service shall be installed for irrigation and HVAC cooling tower purposes, and use of recycled water will be required for all irrigation and for HVAC cooling tower water supply. Contact BWP for more information regarding L.A. County plan check approval. The Authority shall be responsible for obtaining all required approvals from Los Angeles County Department of Public Health and California Department of Public Health.
179. Authority shall provide BWP with Landscape Irrigation plans for the subject project for review and comments. Landscape and irrigation plans shall include the following:
- a. Two separate connections, one for domestic use, and one for irrigation use. The State of California Department of Public Health requires that the domestic water service must have a Reduced Pressure Backflow Prevention Assembly installed as close as possible to the domestic water meter.
 - b. The pressure for the recycled water system is lower than that for the potable water system. A pressure reducing valve and a strainer shall be installed.
 - c. All irrigation piping, valve covers, boxes, and sprinkler system heads shall be purple, in addition to installing signs informing public of the use of recycled water for landscape irrigation purposes to comply with all State of California Recycled Water Requirements.
 - d. Minimum separation of potable water mains from recycled water, sewer, storm drain, or others, shall be maintained per the State of California Department of Public Health Requirements.
 - e. The County of Los Angeles requires that all plans for recycled water projects be submitted for review and approval prior to construction. Please coordinate your work with the County of Los Angeles, Department of Public Health (DPH), and follow

their procedures for plan review and approval, and all requirements and guidelines for using recycled water for landscape irrigation purposes.

- f. Contact Information: Carlos Borja for plan review and approval, 5050 Commerce Drive, Room 116, Baldwin Park, California 91706-1423. Telephone: (626) 430-5290 (Baldwin Park Office), Fax: (626) 813-3025.

Burbank Water & Power – Electric Division

180. The following information shall be included on construction plans:
 - a. Location of the existing electric service panel.
 - b. Dimensions/location of existing/proposed public improvements adjacent to project.
 - c. The width and the location of all the existing and proposed easements.
 - d. Proposed location of the electric service panel/meters.
 - e. Proposed locations of any pad-mount transformer(s).
 - f. Fully dimensioned building elevations showing height of structure from natural grade.
181. A minimum 15' x 25' clear accessible easement will be required for the installation of each pad-mount switch.
182. Existing conditions or the extent of development in the surrounding area will require a pad-mount transformer installation.
183. New 4' x 6' primary pull-boxes and 8' x 14' Manholes will be required.
184. Additional conduits may/will be required to provide for future needs.
185. The Authority will provide 5' wide recorded easement for the new underground system from the property line to the switch and a 25' x 15' easement for each pad-mount switch. The Authority's surveyor will provide a legal description of the easements, which will be reviewed by BWP and then processed by the Community Development Department (contact 818-238-5250 for recording).
186. The Authority's contractor will provide as-built drawings showing the exact location of underground substructure installed to serve the property.
187. The State of California Public Utilities Commission General Order No. 95 requires that no building or structure be allowed to encroach within the envelope 12' vertical and 6' horizontal from the existing high voltage lines along the perimeter of the property. The lines are approximately 35 feet from grade. The actual height and location of the conductor attachment has to be surveyed and shown on the plans.
188. The State of California Public Utilities Commission General Order No. 95 requires that no building or structure be allowed to encroach within the envelope 8' vertical and 3' horizontal from the existing low voltage lines along the perimeter of the property. The

lines are approximately 30 feet from grade. The actual height and location of the conductor attachment has to be surveyed and shown on the plans.

189. The State of California Public Utilities Commission General Order No. 95 requires that no temporary scaffolding, platforms or supporting framework upon which men may work be allowed to encroach within the required clearance envelopes as stated in the previous two comments.
190. Burbank Water and Power Rules and Regulations require that no open patios or balconies will be erected underneath any high voltage overhead conductor regardless of vertical clearance.
191. Plans must be revised to avoid encroachment into the envelope as commented above. Building elevations will show the existing power poles, their height from natural grade, conductor attachment heights and locations (all surveyed), and the described above envelopes clear from any portion of the building per BWP drawing S-708 (attached).
192. The Burbank Water and Power fees for providing electric service are Aid-in Construction (AIC) charges set forth in Section 3.26 of BWP's Rules and Regulations for Electric Service. AIC charges are to recover the actual cost of:
 - a. Providing and installing new facilities to serve the customer;
 - b. Conducting feasibility studies and engineering;
 - c. Relocating existing overhead or underground facilities.
193. Actual costs vary from project to project and AIC examples can be found in the Burbank Water and Power "Guide for Electric Service." A letter detailing these charges will be generated once the final design is completed. The cost estimate for providing service to the site will be provided at a later date depending on the load requirements.
194. If any portion of the existing BWP facilities needs to be upgraded or relocated due to the subject project, it will be done at the Authority's expense.
195. Plan approval will not be given until an electric service confirmation is obtained. Contact BWP Engineering at (818) 238-3647 (residential) or at (818) 238-3565 (commercial). The plans must show the pertinent information related to the method of service as specified on the confirmation.
196. Burbank Water and Power offers high-speed, high-quality fiber optics-based services through its ONE Burbank program. Fiber service is available to the project if desired. Contact Daniel Lippert, Manager Telecommunication and Facilities at (818) 238-3656 or email dlippert@burbankca.gov for further information.
197. The Authority/property owner is responsible for the undergrounding the overhead electric facilities along the perimeter of the property. The underground design will be

supplied by BWP at the customer's expense. The customer will install all necessary substructure and BWP will install all underground cables and electric equipment at the customer's expense.

198. For all new projects and for those projects where existing properties are undergoing extensive renovation, the Authority/property owner is responsible for the street lighting system for public streets traversing the project. In cases where the existing street lights are supplied overhead, the Authority/property owner will be required to install a complete underground street light system. Standards and luminaries will be supplied by BWP at the customer's expense. A plot plan of the site must be submitted to BWP during the initial planning stage of the project for street light design.
199. A load schedule and secondary service schematic will be required to determine the extent of the electrical load requirements.
200. The service switchboard rating shall be limited to 3000 Amps. Five copies of EUSERC drawings of the switchboard shall be provided to BWP for approval prior to submittal to the manufacturer. Service shall not be energized unless these drawings are provided.
201. The electrical design shall comply with California Building Code Title 24 energy efficiency requirements and shall use, wherever practical, surge suppressors, filters, isolation transformers, or other available means to preserve a quality of power of its electrical service and to protect sensitive electronic and computer-controlled equipment from voltage surges, sags, and fluctuations. BWP also recommends the use of an uninterruptible power supply (UPS) and a standby generator for critical loads.
202. Power factor correction to a minimum of 90% will be requested to minimize kVA demand as well as energy use. The Authority must use California Nonresident Building Standard to consider and implement energy efficient electrical equipment and devices for minimizing peak demand and wasteful energy consumption.
203. For multi-metered services all numbering must be completed in a permanent manner at all individual units and meter sockets before service can be energized. See BWP Rules and Regulations, Section 2.68 (c) for acceptable labeling (stenciling or riveted tags required, permanent marker is unacceptable). Contact Public Works Engineering for unit designations.
204. For commercial and industrial buildings, outdoor meter locations are preferred. Meter socket or service equipment must be installed in location readily accessible from the same property. When adequate exterior wall space is not available, a separately locked meter room accessible from outside the building through one door must be provided. The Department must be supplied a key to that room which will be installed in a lock box adjacent to the door. Future building modifications or other structural changes will not render the meters inaccessible. Customers need to consult the Department for approved locations and to obtain a service confirmation prior to any installations.

205. All new metered services require a path for meter communications to BWP. BWP communication networks will require additional equipment as approved by BWP at the Authority's expense to create the appropriate communications path.
206. The builder is responsible to protect any existing Burbank Water and Power facilities in place. Power poles must be protected in place to prevent any movement of the pole butt during excavation. Anchors must also be protected to prevent slippage or exposure that could result in the reduction or loss of holding power. If these requirements cannot be met, then no excavation will be allowed within three feet from the face of poles and five feet from anchors.
207. Any trees planted in the area adjacent to the street/alley will be of a type that will not grow into the existing power lines and will also have sufficient clearance from the streetlight facilities.
208. BWP landscaping requirements for transformer pads and switch pads:
- a. Due to the natural maturation of trees and other landscaping elements, the following requirements are to be adhered to:
 - b. New plantings within three feet of the back or sides of the pad and within eight feet of the front shall be of a groundcover type. This is considered the working zone.
 - c. Outside of the working zone, shrubbery is acceptable within eight feet of the pads, but trees must be beyond an eight foot radius to lessen future root conflicts.
 - d. Landscaping grade shall be a minimum of five inches below the grade level of the top of transformer pads.
 - e. All irrigation and sprinkler systems shall be constructed so that water shall not be directed onto the switch, the transformers, or the concrete pads. Additionally, surface water shall drain away from the concrete pads.
 - f. Landscape plans shall adhere to the above requirements, showing proper working clearances for electrical facilities on L-sheets.
209. All electrical installations must conform to the Burbank Water and Power Rules and Regulations for Electric Service (latest revision). Contact AT&T at (707) 575-2180 for any phone company facility conflicts. Contact Charter Communications at (818) 847-5013 for any cable T.V. facility conflicts.
210. Any existing and proposed substructure on-site and off-site, which may affect the location of the new underground electrical system and any other improvements shall be identified and shown on the final plans in order to avoid a potential conflict with other substructure.
211. A meeting should be scheduled between the Authority, project architect, electrical engineer, and BWP Electrical Engineering early in the design stage of each phase of the project to discuss all the issues and to finalize the location of the facilities. A load schedule and secondary service schematic will be required to determine the extent of

the electrical load requirements. An electronic copy of a plot plan of the site, showing all the existing and proposed substructures, complying with BWP AutoCAD standards should also be provided to BWP Electrical Engineering (email: rsleiman@burbankca.gov) to aid the electrical design. BWP will provide full comments after the electrical sheets are provided.

212. Loads ranging from 750KW – 5MW will require a line extension at the Authority's cost. New substructure will include pull-boxes, padmount switches, and padmount transformer facilities, and will also be at the Authority's cost.
213. Loads greater than 5MW will require a new substation. Please contact BWP Engineering at (818) 238-3654 for details if the projected load will exceed 5MW. The substation may be built off-site if part of a customer substation.
214. All substructure work including the transformer pad, switch pad, the pull box, grounding Systems, primary conduits and secondary conduits are the responsibility of the Authority and shall be done in accordance with Burbank Water and Power drawings and specifications. The transformer pad and switch pad shall be at grade level on undisturbed soil to allow for the installation of a box underneath it. BWP will provide a construction drawing and engineering support, inspect contractor's work, install the transformers, primary cables, and metering devices at the Authority's cost. Note that any relocation or upgrade of existing BWP facilities will be done at the Authority's expense. For additional information or questions please contact: Riad Sleiman, Principal Electrical Engineer, BWP at (818) 238-3654.
215. An allocation for Electric Vehicle (EV) parking shall be required. A total of fifty (50) parking spaces shall have EVs charging stations installed airport-wide, in addition to EV charging stations already proposed to be installed by the City in the existing valet facility and existing parking structure, and shall be placed at multiple convenient and visible locations within the new parking structures and surface lots. The electrical service panel shall include capacity to simultaneously charge all EVs at their full-rated amperage. Plan design shall be based upon Level 2 EVs or greater, at maximum operating ampacity. Plans shall include the location(s) and type of EV, raceway method(s), wiring schematics, and electrical calculations. The raceway shall be installed per Burbank Water and Power standards.
216. Specifications for the construction of underground electrical conduit (further information available online at '<https://www.burbankwaterandpower.com/construction-standards-forms>')
- a. S-723B Three-phase 8' x 10' Transformer Pad Details
 - b. S-0725 Clearances for Three phase 8'x 10' Transformer Pad
 - c. S-462F Pad-mount Switch Details
 - d. S-732 Clearances for 7' x 10'-6" Switch Pad
 - e. S-458A Barrier Post Detail
 - f. S-729 4' x 6' Pull box Details

Police Department

217. The following areas shall be illuminated at all times with light having an intensity of at least two (2) foot-candles at floor level: Every apartment house and hotel, every public hallway, passageway, public stairway, fire escape, elevator, public toilet or bath, means of egress, all open parking spaces and carports, open parking garages and approaches to open garages and carports, all parking structures, and all semi-subterranean and subterranean garages. All outside lighting shall comply with the requirements of BMC Section 5-3-505. Required lighting devices shall have vandal resistant covers.
218. All buildings and parking structures shall be capable of supporting emergency safety service radio communication systems in compliance with the requirements of BMC Section 9-1-1-2703. All enclosed and/or subterranean interior areas of this project will be tested upon completion of construction to determine the radio signal transparency. Any buildings or structures which cannot pass the appropriate radio signal strength test may require installation of a radiating cable antennae *or* internal multiple antennae low power repeater system with or without FCC type accepted bi-directional UHF amplifiers as necessary to meet this requirement.
219. Preventive measures shall be taken to secure any entrances to the building(s) from any parking structures to prevent the possibility of theft or burglary.
220. Secure fencing around the construction site with locking gates and appropriate lighting shall be installed during construction to prevent trespassing and theft. During construction, the Police Department shall be given emergency contact information of contractors and owners for any problems encountered after normal construction hours.
221. To ensure that construction personnel are aware of the construction times specified by the construction hours condition, the Authority shall install professionally made sign(s) 2 ft. X 3 ft. in size in location(s) satisfactory to the City Planner and the Police Department that states, "NOTICE: THE CITY OF BURBANK LIMITS CONSTRUCTION ACTIVITIES OF THIS PROJECT (DEMOLITION, EXCAVATION, GRADING, ACTUAL CONSTRUCTION, AND LANDSCAPING- EXCLUDING AIRFIELD CONSTRUCTION) as follows: 7:00 AM TO 7:00 PM MONDAY THROUGH FRIDAY, AND FROM 8:00 AM TO 5:00 PM ON SATURDAY. THERE SHALL BE NO WORK PERFORMED ON SUNDAYS OR ON MAJOR HOLIDAYS." Any exceptions would be subject to the approval of the Directors of both the Community Development and Public Works Departments.
222. A construction "truck route plan," which identifies truck routes along major arterials while avoiding residential streets, and the frequency of trips and hours of operation, shall be prepared prior to approval of any demolition, grading, or building permits and approved by the Public Works Director. The plan shall demonstrate

avoidance of congested roadways and sensitive receptors (e.g., residential areas) and shall minimize the number of trips and trip lengths to the maximum extent feasible.

223. The Authority shall provide a site plan, to the Police Department representative's and the Public Works Director's satisfaction, that shows sufficient off-street parking locations for construction employees and equipment so as to not impact the local residential community or nearby businesses, and shall require contractors to prepare a trip reduction plan for construction crew vehicles to reduce potential vehicle trips on the road. The Authority shall place such language (dealing with parking and trip reduction) in all contractor agreements.
224. Buildings shall be numbered with the approval of the enforcing authority. This section shall not prevent supplementary numbering such as reflective numbers on street curbs or decorative numbering. Such numbering will be considered supplemental only and shall not satisfy the requirements of this section. Any building having a separate identifying factor, other than the street number, shall be clearly identified.
225. All commercial structures shall display a street number in a prominent position so that it is easily visible from the street. The numbers shall be at least six (6) inches in height, of a color contrasting to the background, and located so they may be clearly seen and read (9-2-505.1(a) BMC). The numbers shall be illuminated during darkness. If the structure has rear vehicle access, numbers shall be placed there as well. The Fire or Police Departments may require the size of the numbers to be increased or provided in additional locations if the distance from or orientation to the street limits visibility. Address numbers shall also be displayed on the roof of the building to be visible from police helicopters. Digits shall be a minimum of 18 X 24 inches with a 3" line width in a color that contrasts with the background.
226. Maps of the complex shall be furnished to the City of Burbank Police Department upon completion of construction. The maps shall include building identification and unit identification.
227. Stairwells, the interiors of which are not completely visible when first entering, shall have mirrors so placed as to make the whole stairwell interior visible to pedestrians outside.
228. When access to or within a multiple-family dwelling complex, private residential community, or other buildings with multiple occupants is unduly difficult because of secured openings, or where immediate access is necessary for lifesaving or other police purposes, a Series 3200 Knox-Box Security Vault key box and/or a Series 3500 Knox Box key switch shall be installed in an accessible location (9-2-506.1(a) BMC). The police_key box/switch may only be obtained directly from Knox and request applications are available only from the Burbank Police Department. The police key box shall be separate from the FIRE key box and shall contain keys to allow access to security gates or doors as required by the City of Burbank Police Chief. The installation shall occur during the construction phase. Depending on the size of the

development, more than one police Knox-Box may be required. For additional information or questions, please contact Police staff at (818) 238-3085. The Police Department will be available to review plans and apply an approval stamp for building permits Monday through Thursday, 9:00 to 11:00 AM.

Parks and Recreation Department

229. The Authority shall submit planting and irrigation plans prepared by a licensed landscape architect. Prior to issuance of any permits, the landscape and irrigation plans shall demonstrate compliance with the Water Efficient Landscape Ordinance (http://www.water.ca.gov/wateruseefficiency/docs/MWELO_TbContent_Law.pdf). The plans shall include calculations demonstrating compliance with the Water Efficient Landscape Ordinance, and a statement and certification by the preparer that the plan conforms.
230. The Authority shall submit landscape and irrigation plans prepared by a landscape architect licensed by the State of California. Plans shall demonstrate compliance with all applicable aspects of AB 1881 (Water Conserving Landscape).
231. If any on-site trees need to be removed for construction, the Authority shall submit an Arborist Report to assess the tree valuation of trees to be removed on private property. For private property trees, the Airport Authority has the option of increasing the value of the landscape above Code requirement instead of pecuniary reimbursement.
232. Authority shall install and provide irrigation to street trees.
233. Authority shall protect street trees during all phases of construction. In the case of any tree removed or destroyed, as provided for in BMC Section 7-4-111, or as a result of a violation of BMC Sections 7-4-113, 7-4-115, or 7-4-117, but not replaced, the City shall be reimbursed the value of the tree, as determined by the most current valuation table established by the International Shade Tree Conference. [BMC 7-4-105]
234. All trees on any street or other publicly owned property near any excavation or construction of any building, structure, or street work, shall be sufficiently guarded and protected by those responsible for such work so as to prevent any injury to said trees. No person shall excavate any ditches, tunnels, trenches, or install pavement within a radius of ten feet (10') from any public tree without prior notification to the Park, Recreation and Community Services Director. [BMC 7-4-115]
235. Any street tree requested by any person or property owner to be removed for the purpose of any type of construction shall be replaced with a tree of the nearest size available, of a species and in the location to be determined by the Park, Recreation and Community Services Director. The person or property owner shall pay the total cost to the City of removal prior to any such action being undertaken. If such tree, or trees, are

not replaced, the City shall be reimbursed the value of the tree as established in BMC Section 7-4-105, in addition to the cost to the City of removal. [BMC 7-4-111(A)]

236. Any tree removed for the purpose of any type of construction in accordance with BMC subsection 10-1-1113S shall be replaced with a tree of equal size, of the same species or an appropriate alternative, and in a location to be approved by the Park, Recreation and Community Services Director and the Community Development Director. Alternately, the City shall be reimbursed the value of the trees, pursuant to this section and BMC Section 7-4-105; or, the project's landscaping shall be improved above what is required by BMC subsection 10-1-1113E, and in an amount equal to the value of the removed trees, or if the excess landscaping does not equal the value of the removed trees, then a fee for the shortfall shall be paid to the City; or, the tree(s) shall be moved elsewhere to the satisfaction of the Park, Recreation and Community Services Director; or a combination of moving or replacing the trees pursuant to BMC Section 7-4-105 and this section shall be followed. The fees obtained from private development will be placed in the Urban Reforestation Fund which will be devoted to the replacement of City trees. [BMC 7-4-111(B)]
237. If any street trees are destroyed during construction, they shall be replaced with trees having the same size canopy (or nearest size available) to the satisfaction of the Park, Recreation and Community Services Department.
238. If there is any net loss of street trees, the value of trees and removal cost must be paid per the Burbank Municipal Code to the satisfaction of the Park, Recreation and Community Services Department.
239. The Authority shall ensure that in the required front and exposed side yards (i.e., adjacent and visible to public rights-of-way), a minimum of one tree shall be planted for every 40 linear feet of street frontage or fraction thereof, to the extent possible. A minimum of 50 percent of required trees shall be a minimum of 36-inch box size, with the remainder a minimum of 24-inch box size.
240. Authority shall provide landscaping in new parking lot(s) and new parking structure(s) as required by the BMC Sections 10-1-1417, 10-1-1418, and 10-1-1419.
241. All trash enclosures and utility cabinets or equipment shall be fully screened from public view through the use of berming, landscape materials, walls, or buildings.
240. Condition of Approval for Planned Development No. 169 Amendment: In the event the Authority designates the Southwest Quadrant/full size Option for the replacement passenger terminal, then the site plan referenced in condition of approval 223 is modified to provide for a shuttle pick up/drop off and relocated recirculated loop road.
241. Conditions of Approval for Planned Development No. 170 Amendment-Parking Lot A : All existing conditions of PD No. 170 shall remain unchanged until this Development Agreement and the Replacement Terminal Project Options are approved subject to the

following delayed effective date. These Conditions of Approval shall replace in its entirety all of the prior conditions of the PD No. 170 Zone on the effective date of the City Council Resolution approving Public Utility Code Section 21661.6(e) for the entire Adjacent Property.

RESOLUTION NO. 469

**A RESOLUTION OF THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
COMMISSION CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT,
ADOPTING FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL
QUALITY ACT, ADOPTING A MITIGATION MONITORING AND REPORTING
PROGRAM AND ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS
FOR THE CONSTRUCTION AND OPERATION OF THE REPLACEMENT TERMINAL
PROJECT**

The Burbank-Glendale-Pasadena Airport Authority Commission finds, resolves, and determines as follows:

Section 1. The Burbank-Glendale-Pasadena Airport Authority (“Authority”) is the owner and operator of the Bob Hope Airport (“Airport”), an approximately 555-acre public land airport serving scheduled air carriers from the existing passenger terminal, general aviation, and military air operations. The current Airport passenger terminal building is approximately 232,000 square feet, with 14 gates, and the Authority currently operates 6,637 public parking spaces associated with air carrier operations at the terminal building on airport-zoned property.

Section 2. The proposed Replacement Terminal Project would replace the existing Airport passenger terminal with a relocated 14-gate passenger terminal that meets current California seismic design and FAA airport design standards. To accomplish this, the Authority is considering three development options for the proposed Replacement Terminal Project: the Adjacent Property Full-Size Terminal Option; the Southwest Quadrant Full-Size Terminal Option, and the Southwest Quadrant Same-Size Terminal Option. The Authority also intends to develop on the Adjacent Property, the Southwest Quadrant, and the Northwest Quadrant ancillary improvements including parking facilities (public and employee), a replacement airline cargo building, a ground service equipment maintenance building, and an aircraft rescue and firefighting station, the precise locations of which are contingent upon the site chosen for the replacement passenger terminal. The Authority additionally intends to relocate some general aviation on the Airport Quadrants. Finally, the Authority intends to demolish the existing 14-gate 232,000 square foot passenger terminal located on the Southeast Quadrant, the existing four-level public parking structure located on the Southeast Quadrant, and certain other improvements located on the Southeast Quadrant or the Southwest Quadrant. The replacement passenger terminal, ancillary improvements, general aviation relocations, and demolitions are collectively referred to as the “Replacement Terminal Project,” or “Project.”

Section 3. As described in Section 2.6 of the Environmental Impact Report (“EIR”), a number of governmental approvals will be required to implement the Project. In summary, the voters of the City of Burbank (“City”) will consider approval at the City’s discretionary actions through a Measure B election. The Authority and the City also contemplate entering into a development agreement, and the Authority seeks amendment of the Joint Powers Agreement among the cities of Burbank, Glendale, and Pasadena to approve proposed governance changes. In addition, the Authority will seek modifications to various easements on the property, zoning code amendments from the City, and approvals from the Los

Angeles County Airport Land Use Commission. Finally, the Authority plans to issue debt to allow for the bond financing required to implement the Project. For each of the development options, the Federal Aviation Administration (“FAA”) will review the Project pursuant to the National Environmental Policy Act (“NEPA”) before authorizing funding. The specific approvals contemplated for each development option are noted in Section 2.6 of the EIR.

Section 4. On December 22, 2015, a Notice of Preparation (“NOP”) was distributed to the State Office of Planning and Research and responsible agencies. The NOP was circulated from December 23, 2015 through January 31, 2016 to receive input from interested public agencies and private parties on issues to be addressed in the EIR. A pre-scoping informational workshop was held on November 19, 2015 and a public scoping workshop was held on December 10, 2015. The Authority also held a government agency scoping workshop on December 10, 2015. All of these meetings allowed the Authority to provide information about the Project to the public and interested agencies, as well as to receive comments on issues to be addressed in the EIR.

Section 5. In April of 2016 a Draft Environmental Impact Report (the “DEIR”) was prepared for the Project. In accordance with the California Environmental Quality Act (“CEQA”) (Cal. Pub. Res. Code §21000 *et seq.*) and the State Guidelines (the “Guidelines”) (14 Cal. Code Regs. §15000 *et seq.*) promulgated with respect thereto, the Authority analyzed the Project’s potential impacts on the environment.

Section 6. The Authority circulated the DEIR and the Appendices for the Project to the public and other interested parties for a 45-day comment period, in accordance with Guidelines Section 15105, from April 29, 2016 through June 13, 2016.

Section 7. During the comment period, the DEIR was presented at three public meetings, on May 19, 2016, June 1, 2016, and June 6, 2016, and made available on the Authority’s website and at various city halls and libraries.

Section 8. The Authority prepared written responses to all comments received on the DEIR and those responses to comments are incorporated into the Final Environmental Impact Report (the “Final EIR”). The Responses to Comments were distributed to all public agencies that submitted comments on the DEIR at least 10 days prior to certification of the Final EIR.

Section 9. The Final EIR is comprised of the DEIR dated April 2016 and all appendices thereto; the Comments and Response to Comments on the DEIR; the clarifications, revisions, and corrections to the DEIR; the updated technical studies; and the Mitigation Monitoring and Reporting Program.

Section 10. The DEIR dated April 2016 included a preliminary traffic analysis indicating that the various Project options would result in a number of traffic impacts. In response to comments received from the City, the Authority updated the traffic analysis and technical studies pursuant to the City’s comments and the City’s preferred methodology for analyzing potential traffic impacts. Using the City’s preferred methodology, the revised technical study indicates that some of the impacts identified in the DEIR will not occur. The

Final EIR relies on the updated technical study and the City's preferred methodology. The revised technical study does not produce any new information indicating new or more significant impacts and therefore does not require additional recirculation or additional environmental review of the Project under CEQA.

Section 11. On July 11, 2016, the Commission held a public meeting to consider the Final EIR and the various approvals necessary for the Replacement Terminal Project. Evidence, both written and oral, including the staff reports and supporting documentation, was presented at that meeting.

Section 12. The findings made in this Resolution are based upon the information and evidence set forth in the Final EIR and upon other substantial evidence that has been presented at the public meetings and in the record of the proceedings. The documents, staff reports, technical studies, appendices, plans, specifications, and other materials that constitute the record of proceedings on which this Resolution is based are on file for public examination during normal business hours at the Bob Hope Airport, 2627 Hollywood Way, Burbank, CA 91505. The custodian of records is Mark Hardymont, Director of Government and Environmental Affairs, with the Burbank-Glendale-Pasadena Airport Authority. Each of those documents is incorporated herein by reference.

Section 13. The Commission finds that agencies and interested members of the public have been afforded ample notice and opportunity to comment on the EIR and the Project options.

Section 14. Section 15091 of the State CEQA Guidelines requires that the Authority, before approving the Project, make one or more of the following written finding(s) for each significant effect identified in the Final EIR accompanied by a brief explanation of the rationale for each finding:

1. Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the Final EIR; or,
2. Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency; or,
3. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.

The required findings with respect to the Adjacent Property Full-Size Terminal Option are set forth in the attached Exhibit A. The required findings for the Southwest Quadrant Full-Size Terminal Option are set forth in the attached Exhibit B, and the required findings for the Southwest Quadrant Same-Size Terminal Option are as set forth in the attached Exhibit C.

Section 15. Environmental impacts identified in the EIR that are found to be less than significant and do not require mitigation are described in Section IV of Exhibits A

through C for the respective Project Options, attached hereto and incorporated herein by reference.

Section 16. Environmental impacts, or certain aspects of impacts, identified in the Final EIR as potentially significant, but that can be reduced to less than significant levels with mitigation, are described in Section V of Exhibits A through C for the respective Project Options, attached hereto and incorporated herein by reference.

Section 17. Environmental impacts identified in the Final EIR as significant and unavoidable despite the imposition of all feasible mitigation measures are described in Section VI of Exhibits A through C for the respective Project Options, attached hereto and incorporated herein by reference.

Section 18. Alternatives to the Project that might eliminate or reduce significant environmental impacts are described in Exhibit D, attached hereto and incorporated herein by reference. Exhibit D also contains the requisite findings related to the project alternatives.

Section 19. Public Resources Code Section 21081.6 requires the Authority to prepare and adopt a mitigation monitoring and reporting program for any project for which mitigation measures have been imposed to assure compliance with the adopted mitigation measures. The Mitigation Monitoring and Reporting Program, describing the required mitigation measures for each of the Project options, is attached hereto as Exhibit E, and is hereby incorporated by reference. In addition, the Project includes a number of design characteristics that serve to reduce potentially significant impacts. These “Project Design Features” are described in Exhibit F, and are attached hereto and incorporated herein by reference. Only the mitigation measures and Project Design Features applied to the Project option ultimately developed by the Authority, as identified in the Exhibits E and F, shall be made applicable to the approved and implemented Project.

Section 20. Pursuant to Section 15090 to the state CEQA Guidelines, prior to taking action, the Commission was presented with the Final EIR and reviewed, considered, and exercised its independent judgment in considering the Final EIR and all of the information and data in the administrative record. The Commission has also reviewed and considered all oral and written testimony presented to it during meetings and hearings and finds that the Final EIR is adequate and was prepared and completed in full compliance with CEQA. No comments or any additional information submitted to the Authority have produced any substantial new information requiring additional recirculation or additional environmental review of the Project under CEQA.

Section 21. For all significant and unavoidable impacts, including Adjacent Property Full-Size Terminal Option impacts to Air Quality (Operational Air Quality Standards, Criteria Pollutant Emissions, and Cumulative impacts), Southwest Quadrant Full-Size Terminal Option impacts to Air Quality (Operational Air Quality Standards, Toxic Air Contaminants, Criteria Pollutant Emissions, and Cumulative impacts), and Southwest Quadrant Same-Size Terminal Option (impacts to Air Quality (Operational Air Quality Standards, Toxic Air Contaminants, Criteria Pollutant Emissions, and Cumulative impacts), identified in the Final

EIR as “significant and unavoidable,” the Commission hereby adopts the “Statement of Overriding Considerations” as set forth in Exhibit G, which is attached hereto and incorporated herein by reference. The Commission finds that each of the overriding benefits, by itself, would justify proceeding with the Replacement Terminal Project despite any significant unavoidable impacts identified in the Final EIR or alleged to be significant in the record of proceedings.

Section 22. The Commission hereby certifies the Final EIR, adopts findings pursuant to CEQA as set forth in Exhibits A through D attached hereto and incorporated herein by reference; adopts the Mitigation Monitoring and Reporting Program attached hereto as Exhibit E and incorporated herein by reference, and adopts the Statement of Overriding Considerations set forth in Exhibit G. The mitigation measures set forth in the Final EIR are hereby incorporated into the respective Project Options and will be made conditions of the Project. In addition, the “Project Design Features” described in Exhibit F will be made conditions of the Project.

Section 23. The Board Secretary shall certify to the adoption of this Resolution, and shall cause this Resolution to be entered in the official records of the Authority.

Section 24. This Resolution shall be effective upon adoption.

ADOPTED this 11th day of July, 2016.

Frank Quintero, President
Burbank-Glendale-Pasadena Airport Authority

ATTEST:

Terry Tornek
Secretary

EXHIBIT A

Findings and Facts in Support of Findings (Adjacent Property Full-Size Terminal Option)

I. Introduction.

The California Environmental Quality Act (“CEQA”) and the State CEQA Guidelines (the “Guidelines”) provide that no public agency shall approve or carry out a project for which an environmental impact report has been certified which identifies one or more significant effects on the environment that will occur if a project is approved or carried out unless the public agency makes one or more of the following findings:

1. Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects identified in the EIR.
2. Such changes or alterations are within the responsibility of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
3. Specific economic, social, or other considerations make infeasible the mitigation measures or project alternatives identified in the EIR.¹

Pursuant to the requirements of CEQA, the Commission hereby makes the following environmental findings in connection with the proposed Project. These findings are based upon evidence presented in the record of these proceedings, both written and oral, the DEIR, and all of its contents, the Comments and Responses to Comments on the EIR, and staff and consultants’ reports presented through the hearing process, which collectively comprise the Final EIR.

II. Project Objectives.

As set forth in the EIR, the proposed Project is intended to achieve a number of objectives (the “Project Objectives”), as follows:

- A. Enhance airport safety by building a replacement passenger terminal that meets FAA airport design standards.
- B. Build a replacement passenger terminal that meets California seismic safety design standards.
- C. Consolidate passenger and baggage screening functions to more efficiently meet Transportation Security Administration (TSA) security requirements.
- D. Build a replacement passenger terminal that meets Americans with Disability Act (ADA) standards.

¹ Cal. Pub. Res. Code § 21081; 14 Cal. Code Regs. § 15091.

- E. Build a replacement passenger terminal that consolidates air facilities (including passenger, tenant and Authority facilities) into a single terminal building.
- F. Provide a new, modern, energy-efficient passenger terminal with no change in the number of gates or in the total number of public parking spaces for commercial passengers.
- G. Provide an economical and cost-effective facility for the Airport tenants that use the passenger terminal.
- H. Provide a passenger terminal with a level of convenience that is equivalent to or exceeds that of the existing passenger terminal.
- I. Provide a distinctive passenger terminal that enhances the community image and sense of place.
- J. Provide intermodal connectivity between the replacement passenger terminal and the various fixed-rail and bus options located near the Airport.
- K. Improve the airfield to maximize the safety and efficiency of aircraft movements on the ground.

III. Background

The Burbank Bob Hope Airport currently has an existing 14-gate, 232,000-square-foot passenger terminal, located east of the Airport's primary departure runway and south of the Airport's primary arrival runway. The proposed Project would replace the existing terminal with a 14-gate passenger terminal no larger than 355,000 square feet that meets current California seismic design and FAA airport design standards. The replacement passenger terminal would be developed in accordance with modern design standards to provide enhanced passenger amenities; security screening facilities that meet the latest TSA requirements; and other airport facilities (including holdrooms, baggage claim areas, and public areas) that are designed and sized for the kinds of aircraft the airlines routinely operate.

The Authority is considering three development options for the proposed project, each of which is described in the Project Description in the EIR, and each of which is analyzed at a project level of detail in the EIR. The three development options are the Adjacent Property Full-Size Terminal Option, the Southwest Quadrant Full-Size Terminal Option, and the Southwest Quadrant Same-Size Terminal Option. This Exhibit A sets forth the findings regarding the potential impacts of the Adjacent Property Full-Size Terminal Option. For purposes of the findings in this Exhibit A, the term "Project" refers to the Adjacent Property Full-Size Terminal Option, unless the context suggests otherwise.

IV. Effects Determined to be Less Than Significant without Mitigation in the EIR.

The EIR found that the proposed Project would have no impact or a less than significant impact without the imposition of mitigation on a number of environmental topic areas listed below. For some of these environmental topics, regulatory measures will be imposed as mitigation measures and are detailed in the Project Design Features and/or the Mitigation Monitoring and Reporting Program, and will have the effect of ensuring that impacts remain

less than significant. A no impact or less than significant environmental impact determination was made for each of the following topic areas listed below, based on the more expansive discussions contained in the Final EIR.

A. AESTHETICS

1. The Project will not have a substantial adverse effect on a scenic vista.
2. The project will not substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway.
3. The Project will not substantially degrade the existing visual character or quality of the site and its surroundings.
4. The Project will not create a new source of substantial light or glare that would adversely affect day or nighttime views in the area.
5. The Project will not result in cumulatively considerable aesthetic impacts.

B. AGRICULTURE

1. The Project will not convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural uses.
2. The Project will not conflict with existing zoning for agricultural use, or a Williamson Act contract.
3. The Project will not conflict with existing zoning for, or cause rezoning of, forest land, timberland, or timberland zoned Timberland Production.
4. The Project would not result in the loss of forest land or conversion of forest land to non-forest use.
5. The Project will not result in a substantial contribution to cumulative impacts on agricultural or forestry resources.

C. AIR QUALITY

1. The Project will not conflict with or obstruct implementation of the applicable air quality plan.
2. The Project will not violate any air quality standard or contribute substantially to an existing or projected air quality violation during the construction phase.
3. The Project will not expose sensitive receptors to substantial pollutant concentrations – i.e., greater than localized significance thresholds.

4. The Project will not contribute to an exceedance of CO standards.
5. The Project will not generate toxic air contaminants.
6. The Project would not create objectionable odors affecting a substantial number of people.

D. BIOLOGICAL RESOURCES

1. The Project will not have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service.
2. The Project will not have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service.
3. The Project will not have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means.
4. The Project will not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.
5. The Project will not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.
6. The Project will not cause cumulative impacts to biological resources.

E. CULTURAL RESOURCES

1. The Project will not cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5.
2. The Project will not cause cumulative impacts to cultural resources.

F. ENERGY CONSERVATION

1. The Project will not have any impacts regarding energy conservation, pursuant to Public Resources Code 21100(b)(3) and Appendix F of the CEQA Guidelines.

2. The Project's energy requirements and its energy use efficiencies will not have significant impacts by amount or fuel type for each stage of the Project, including construction, operation, maintenance, and/or removal.
3. The Project will not have any significant effects on local or regional energy supplies or on requirements for additional capacity.
4. The Project will not have any significant effects on peak or base period demands for electricity or other forms of energy.
5. The Project will not have any significant impacts on existing energy standards.
6. The Project will not have any significant impacts to energy resources.
7. The Project's projected transportation energy use and overall use of efficient transportation alternatives will not result in a significant impact to energy conservation.
8. The Project will not have any unavoidable adverse effects that may include wasteful, inefficient, or unnecessary consumption of energy during the Project's construction, operation, maintenance, or removal.

G. GEOLOGY AND SOILS

1. The Project will not expose people or structures surface rupture.
2. The Project will not expose people or structures to strong seismic ground shaking, ground failure, or liquefaction.
3. The Project will not result in substantial soil erosion or loss of topsoil.
4. The Project will not result in impacts related to unstable soils.
5. The Project will not be located on expansive or corrosive soils.
6. The Project will not result in cumulative impacts related to geotechnical hazards.

H. GREENHOUSE GAS EMISSIONS

1. The Project will not generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment.
2. The Project will not conflict with any applicable plan, policy, or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases.

I. HAZARDS AND HAZARDOUS MATERIALS

1. The Project will not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.
2. The Project will not emit hazardous emissions or handle hazardous or acutely hazardous materials substances or waste within one-quarter mile of an existing or proposed school.
3. The Project will not be located on a site which is included on the list of hazardous materials sites, and therefore will not create a significant hazard to the public or the environment.
4. As a project located within an airport land use plan, the Project will not result in a safety hazard for people residing or working in the project area.
5. The Project will not impair the implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan.
6. The Project will not expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands.
7. The Project will not have cumulative impacts related to hazards and hazardous materials.

J. HYDROLOGY AND WATER QUALITY

1. The Project will not violate any water quality standards or waste discharge requirements.
2. The Project will not substantially deplete groundwater supplies or interfere substantially with groundwater discharge.
3. The Project will not substantially alter the existing drainage pattern of the site or area.
4. The Project will not substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site
5. The Project will not create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff.
6. The Project will not otherwise substantially degrade water quality.

7. The Project will not place housing within a 100-year flood hazard area or flood hazard delineation map, nor would it place structures within a 100-year flood hazard area that would impeded or redirect flood flows.
8. The Project will not expose people or structures to significant risk of loss, injury, or death involving flooding.
9. The Project will not have cumulative impacts to hydrology and water quality.

K. LAND USE AND PLANNING

1. The Project will not physically divide an established community.
2. The Project will not conflict with the City's General Plan, or other adopted land use plan, policy or regulation that applies to the Project site and is adopted for the purpose of avoiding or mitigating an environmental effect.
3. The Project will not cause any cumulative impacts to the division of an established community.

L. MINERAL RESOURCES

1. The Project will not result in the loss or availability of a known mineral resource that would be of value to the region and residents of the State.
2. The Project will not result in the loss or availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan.
3. The Project will not result in cumulative impacts to mineral resources.

M. NOISE

1. The Project will not result in a substantial increase in ground-borne vibration resulting in structural damage or human annoyance.
2. The Project will not result in noise from on-site project construction activities that exceeds the exterior ambient noise level by 5 dBA or more at a noise-sensitive use, as measured at the property line of any sensitive use. As stated in PDF-NOISE-1 in the EIR, the Project's construction activities generally will be limited per the Burbank2035 General Plan. Due to the nature of the Project and the challenges of building at an operating airport, however, construction of airfield improvements may occur up to 24 hours a day. Despite the potential for nighttime airfield construction activities, noise levels would remain below the identified thresholds of significance.

3. The Project will not result in noise from off-site project construction traffic that exceeds the exterior ambient noise level by 5 dBA or more at a noise-sensitive use, as measured at the property line of any sensitive use.
4. The Project will not result in a substantial increase in aircraft noise.
5. The Project will not result in noise from Project-related traffic that would cause ambient noise levels to increase by 5 dBA, CNEL or more.
6. The Project will not substantially contribute to cumulative noise impacts.

N. POPULATION AND HOUSING

1. The Project will not induce substantial population growth in an area, either directly or indirectly.
2. The Project will not displace substantial numbers of existing housing nor displace substantial numbers of people, necessitating the construction of replacement housing elsewhere.
3. The Project will not have cumulative impacts on employment, population, and housing.

O. PUBLIC SERVICES

1. The Project will not result in a substantial increase in fire protection or police protection services, or school services, as a result of construction activities.
2. The Project will not result in a substantial increase in demand for fire protection services.
3. The Project will not result in a substantial increase in demand for police protection services.
4. The Project will not result in a substantial increase in the demand for school services.
5. The Project will not result in a substantial contribution to cumulative impacts related to public services.

P. RECREATION

1. The Project will not increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of any facilities would occur or be accelerated.

2. The Project will not result in the need to construct or expand recreational facilities to accommodate an increase in demand for recreational facilities.
3. The Project will not have any cumulative impacts to recreational facilities.

Q. TRAFFIC AND TRANSPORTATION

1. The Project will not conflict with any applicable congestion management program.
2. The Project will not cause any significant impacts to Caltrans facilities.
3. The Project will not cause any significant impacts to local streets in Burbank.

R. UTILITIES AND SERVICE SYSTEMS

1. The Project will not result in the need for new or expanded water supply systems to serve the Project.
2. The Project will not result in the need for new or expanded wastewater treatment facilities to service the Project.
3. The Project will not result in the need for new or expanded landfill capacity to accommodate the Project's solid waste disposal needs.
4. The Project will comply with federal, State, and local statutes related to solid waste.
5. The Project will not result in a substantial contribution to cumulative impacts to utilities and service systems.

V. Impacts Determined to be Mitigated to a Less Than Significant Level.

The EIR identified the potential for the Project to cause significant environmental impacts in the areas of air quality, biological resources, cultural resources, hazards and hazardous materials, and traffic and transportation.

The Commission finds that the feasible mitigation measures for the Project identified in the Final EIR would reduce the Project's impacts to certain impact areas to a less than significant level, as described below. The Project's significant and unavoidable impacts are discussed in Section VI. In Section 21 of this Resolution, the Commission adopts all of the feasible mitigation measures for the Project described in the Final EIR as conditions of approval of the Project and incorporates those into the Project.

A. BIOLOGICAL RESOURCES

1. Potentially Significant Impacts to Nesting Birds

Although the Project does not contain any movement corridors for migratory fish or wildlife species, the Project has the potential to interfere with nesting birds.

a. Findings

Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen any potential impacts to nesting birds. Specifically, the following measure is imposed upon the Project to ensure a less than significant impact:

Mitigation Measure ADJ PROP FULL-BIO-4: The Authority and its contractors will avoid vegetation removal, clearing, and/or grubbing during the avian nesting season (February 15 to August 31). However, if removal, clearing, and/or grubbing must take place during the nesting season, a qualified biologist will conduct a nesting bird survey within three days before vegetation clearing activities. If any active nests are detected, the biologist will delineate and flag a buffer of 300 feet (500 feet for raptors) around the nest, and the construction contractors shall not engage in construction activities within this buffer zone until the nesting cycle is complete. The buffer may be modified and/or other recommendations proposed, as determined appropriate by the biological monitor, to minimize impacts. The biologist will provide a written summary of the nesting bird survey within three days of survey completion.

b. Facts in Support of Findings

For aviation safety reasons, the Airport implements a wildlife prevention plan to deter wildlife from being established on the Airport. Although this reduces the potential for bird nesting to occur at the Airport, it remains possible that songbirds may nest on Airport property because there are trees and shrubs at the Airport.

However, with the incorporation of Mitigation Measure ADJ PROP FULL-BIO-4, impacts to nesting birds will be reduced to a less than significant level. Before the start of vegetation clearing activities, nesting bird surveys will be conducted by a qualified biologist. The biologist will identify potentially impacted nests, if any, and establish a suitable buffer around the nest. By ensuring a buffer around any nests and ensuring no construction activities occur within the buffer zone until the nesting cycle is complete, no direct or indirect impacts would occur. The biologist will monitor the nesting activity after the buffer is delineated to verify that the buffer is adequately placed. In sum, implementation of Mitigation Measure ADJ PROP FULL-BIO-4 would result in less than significant impacts to nesting birds.

For the reasons discussed in Section 3.5, Biological Resources, of the Final EIR, with implementation of Mitigation Measure ADJ PROP FULL-BIO-4, the proposed Project would result in less than significant impacts after mitigation with regard to nesting birds.

B. CULTURAL RESOURCES

1. Potentially Significant Impacts to Archaeological Resources

Although the potential to encounter buried archaeological resources or human remains is relatively low, evidence of former water sources known to have existed at the Airport creates the possibility that unknown archaeological resources or remains could be discovered. Thus, impacts to archaeological resources are considered potentially significant.

a. Findings

Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen any potential impacts to archaeological resources. Specifically, the following measures are imposed upon the Project to ensure a less than significant impact:

Mitigation Measure ADJ PROP FULL-CULT-1A: A qualified archaeologist shall be retained to develop and implement an archaeological monitoring program for construction excavations that would encounter younger Holocene-age native soils. The archaeologist shall attend a pre-grading/excavation meeting to discuss an archaeological monitoring program. The qualified archaeologist shall supervise an archaeological monitor who shall be present during construction excavations (e.g., demolition, grading, trenching, or clearing/grubbing) into non-fill Holocene-aged native soils that are located underneath surface parking lots. The frequency of monitoring shall be based on the rate of excavation and grading activities, proximity to known archaeological resources, the materials being excavated (native versus artificial fill soils and/or older versus younger alluvial soils), and the depth of excavation, and if found, the abundance and type of archaeological resources encountered. Full-time monitoring can be reduced to part-time inspections or ceased entirely if determined adequate by the archaeologist.

Mitigation Measure ADJ PROP FULL-CULT-1B: In the event that historic or prehistoric archaeological resources (e.g., bottles, foundations, refuse dumps, Native American artifacts or features, etc.) are unearthed during ground-disturbing activities, the Authority shall halt or redirect ground-disturbing activities away from the vicinity of the find so that the find can be evaluated by a qualified archaeologist. A buffer area of at least 25 feet shall be established around the find where construction activities shall not be allowed to continue. Work shall be allowed to continue outside of the buffer area. All archaeological resources unearthed by project construction activities shall be evaluated by an archaeologist. The Authority shall coordinate with the archaeologist and the building official for the proposed project to develop an appropriate treatment plan for the resources if they are determined to be potentially eligible for the California Register or potentially qualify as unique archaeological resources pursuant to CEQA. Preservation in place (i.e., avoidance) shall be considered as a treatment measure first. If preservation in place is not feasible, treatment may include the implementation of archaeological data recovery excavations to

remove the resource from the project site along with subsequent laboratory processing and analysis. Any archaeological material collected shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County or the Fowler Museum, if such an institution agrees to accept the material. If no institution accepts the archaeological material, they shall be donated to a Burbank school or historical society for educational purposes.

The archaeologist shall prepare a final report and appropriate California Department of Parks and Recreation Site Forms at the conclusion of treatment and/or the any follow-up archaeological construction monitoring. The report shall include a description of resources unearthed, if any, treatment of the resources, results of the artifact processing, analysis, and research, and evaluation of the resources with respect to the California Register of Historical Resources. The report and the Site Forms shall be submitted to the Authority, the SCCIC, and representatives of other appropriate or concerned agencies to signify the satisfactory completion of the project and required mitigation measures.

Mitigation Measure ADJ PROP FULL-CULT-1C: If human remains are encountered unexpectedly during implementation of the proposed project, California Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to California Public Resources Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the NAHC. The NAHC shall then identify the person(s) thought to be the Most Likely Descendent (MLD). The MLD may, with the permission of the Authority, inspect the site of the discovery of the Native American remains and may recommend to the Authority or the person responsible for the excavation work means for treating or disposing, with appropriate dignity, the human remains and any associated grave goods. The MLD shall complete their inspection and make their recommendation within 48 hours of being granted access by the Authority to inspect the discovery. The recommendation may include the scientific removal and nondestructive analysis of human remains and items associated with Native American burials. Upon the discovery of the Native American remains, the Authority shall ensure that the immediate vicinity, according to generally accepted cultural or archaeological standards or practices, where the Native American human remains are located, is not damaged or disturbed by further development activity until the Authority has discussed and conferred, as prescribed in this mitigation measure, with the MLD regarding their recommendations, if applicable, taking into account the possibility of multiple human remains. The Authority shall discuss and confer with the descendants all reasonable options regarding the descendants' preferences for treatment.

Whenever the NAHC is unable to identify a MLD, or the MLD identified fails to make a recommendation, or the Authority rejects the recommendation of the descendants and the mediation provided for in subdivision (k) of Section 5097.94, if invoked, fails to provide measures acceptable to the Authority, the Authority shall inter the human remains and items associated with Native American human remains with appropriate dignity on the property in a location not subject to further and future subsurface disturbance.

b. Facts in Support of Findings

A 1932 map indicates that two unnamed tributaries of the Los Angeles River previously ran through the Airport site, which suggests that prehistoric inhabitants may have lived near these water sources in the Airport's vicinity. The original construction of the Airport and subsequent improvements to the area make the discovery of archaeological resources and human remains unlikely. This is especially true because much of the soil underneath the ground surface includes fill soil. Nonetheless, the possibility for discovery of archaeological resources exists in areas with undisturbed native soil and sediment.

In areas where excavation is planned in previously undisturbed native soil and sediment, therefore, the Authority will implement Mitigation Measures ADJ PROP FULL-CULT-1A, 1B, and 1C. Under these mitigation measures, the Authority will halt or redirect ground-disturbing activities if any historic or prehistoric archaeological resources are unearthed. A buffer would be established around the discovery and construction activity would be restricted near the discovery site. In the event that archaeological resources are discovered, a qualified archaeologist will evaluate the find and develop an appropriate treatment plan for the archaeological resource, if necessary. Preservation in place will be the preferred treatment option, but if it is not feasible, treatment may include data recovery excavations to remove the resource and process the resource at a public, non-profit institution with a research interest in archaeological resources. The archaeologist will prepare a final report and all appropriate forms, which would be submitted to the Authority, and all necessary agencies.

Similarly, if human remains are encountered during the implementation of the Project, the County Coroner shall be contacted and the necessary findings as to origin shall be made. If the remains are determined to be of Native American descent, the coroner shall notify the Native American Heritage Commission, which will identify the Most Likely Descendent (MLD). The MLD may be allowed to inspect the site and recommend appropriate means for treating or disposing the remains. The MLD and Authority shall coordinate to follow the procedural requirements included in Mitigation Measure ADJ PROP FULL-CULT-1C.

With implementation of Mitigation Measures ADJ PROP FULL-CULT-1A, 1B, and 1C, impacts to archaeological resources would be reduced to a less-than-significant level.

2. Potentially Significant Impacts to Paleontological Resources

Paleontological resources may exist in previously undisturbed native soil and sediment associated with older Pleistocene-aged alluvium within the Airport. Thus, excavation

associated with the Project may result in potentially significant impacts to paleontological resources.

a. **Findings**

Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen any potential impacts to paleontological resources. Specifically, the following measures are imposed upon the Project to ensure a less than significant impact:

Mitigation Measure ADJ PROP FULL-CULT-2A: A qualified paleontologist shall be retained to develop and implement a paleontological monitoring program for construction excavations that would encounter the fossiliferous older Quaternary alluvium deposits. The paleontologist shall attend a pre-grading/excavation meeting to discuss a paleontological monitoring program. A qualified paleontologist is defined as a paleontologist meeting the criteria established by the Society for Vertebrate Paleontology. The qualified paleontologist shall supervise a paleontological monitor who shall be present during construction excavations into non-fill older Quaternary alluvium. Monitoring shall consist of visually inspecting fresh exposures of rock for larger fossil remains and, where appropriate, collecting wet or dry screened sediment samples of promising horizons for smaller fossil remains. The frequency of monitoring inspections shall be determined by the paleontologist and shall be based on the rate of excavation and grading activities, the materials being excavated (native vs. fill soils; younger vs. older Quaternary alluvium), and the depth of excavation, and if found, the abundance and type of fossils encountered. Full-time monitoring can be reduced to part-time inspections, or ceased entirely, if determined adequate by the paleontologist.

Mitigation Measure ADJ PROP FULL-CULT-2B: If a potential fossil is found, the paleontological monitor shall be allowed to temporarily divert or redirect grading and excavation activities in the area of the exposed fossil to facilitate evaluation of the discovery. A buffer area of at least 25 feet, or larger as determined by the paleontologist, shall be established around the find where construction activities shall not be allowed to continue. Work shall be allowed to continue outside of the buffer area. At the paleontologist's discretion, and to reduce any construction delay, the grading and excavation contractor shall assist in removing rock samples for initial processing and evaluation. If preservation in place is not feasible, the paleontologist shall implement a paleontological salvage program to remove the resources from the project site. Any fossils encountered and recovered shall be prepared to the point of identification and catalogued before they are submitted to their final repository. Any fossils collected shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County, if such an institution agrees to accept the fossils. If no institution accepts the fossil collection, they shall be donated to a local school in the area for educational purposes. Accompanying notes, maps, and photographs shall also be filed at the repository and/or school.

Mitigation Measure ADJ PROP FULL-CULT-2C: The paleontologist shall prepare a report summarizing the results of the monitoring and salvaging efforts, the methodology used in these efforts, as well as a description of the fossils collected and their significance. The report shall be submitted by the Authority to the Natural History Museum of Los Angeles County, and other appropriate or concerned agencies to signify the satisfactory completion of the project and required mitigation measures.

b. Facts in Support of Findings

Although there are no known prehistoric resources on the site, several fossil localities have been identified near the Airport from the same sedimentary deposits that occur at an unknown depth at the Airport site. Fossil resources have been located within several miles of the Airport and have been recovered at depths of 14 to 170 feet below surface level. Since excavation for the Project may occur at a depth of 30 feet, it is possible that resources may be located in previously undisturbed native soil and sediment associated with older Pleistocene-aged alluvium at the Airport.

In order to reduce the potentially significant impacts to paleontological resources, the Authority will retain a qualified paleontologist to develop and implement a monitoring program for construction excavations that would encounter the older Quaternary alluvium deposits. During construction excavations, a paleontological monitor (supervised by the qualified paleontologist) will be present to visually inspect fresh exposures of rock for fossil remains. The paleontologist shall determine an adequate inspection schedule, as required by Mitigation Measure ADJ PROP FULL-CULT-2A.

If a potential fossil is found, the paleontological monitor shall have authority to redirect excavation activities to facilitate evaluation of the discovery. A buffer shall be established and the paleontologist shall implement a salvage program to remove resources from the project site if necessary (unless preservation in place is possible). Recovered fossils shall be identified and catalogued and ultimately collected for a research institution in accordance with the procedural requirements of Mitigation Measure ADJ PROP FULL-CULT-2B. Finally, in accordance with Mitigation Measure ADJ PROP FULL-CULT-2C, the paleontologist shall prepare a report summarizing all the results of the monitoring and salvaging efforts.

In sum, implementation of Mitigation Measures ADJ PROP FULL-CULT-2A, 2B, and 2C would reduce any potential impacts to paleontological resources to a less-than-significant level.

3. Potentially Significant Impacts to Tribal Cultural Resources

Given the evidence regarding historic water sources on the Airport site, the possibility exists that tribal cultural resources could be discovered during excavation. As such, impacts to tribal cultural resources are considered potentially significant.

a. **Findings**

Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen any potential impacts to tribal cultural resources. Specifically, the following measures are imposed upon the Project to ensure a less than significant impact:

Mitigation Measure ADJ PROP FULL-CULT-3: The implementation of Mitigation Measures ADJ PROP FULL-CULT-1A, 1B, 1C, 2A, 2B, and 2C also would apply to the discovery of any previously unknown tribal cultural resource.

b. **Facts in Support of Findings**

No tribal cultural resources have been identified at the Airport or in the vicinity of the Airport. Given the evidence regarding water sources, however, it is possible that excavation of the Airport site could result in the discovery of previously unknown tribal cultural resources.

Under Mitigation Measures ADJ PROP FULL-CULT-1A, 1B, 1C, 2A, 2B, and 2C, the site would be monitored for the discovery of resources during excavation and construction. Resources discovered during construction would be analyzed by the paleontological monitor and qualified archaeologist. Moreover, construction would be halted and an appropriate buffer area would be established around the discovery. Preservation in place shall be the first treatment option, but if it is not feasible, treatment may include implementation of recovery excavations to remove the resource, process it, and analyze it. Ultimately, the resource shall be curated at a public, non-profit institution with a research interest in such materials. A final report shall be prepared to describe the resources, the treatment process, and the results of the processing, analysis, research, and evaluation.

Similarly, if human remains are encountered during the implementation of the Project, the County Coroner shall be contacted and the necessary findings as to the origin of the remains shall be made. If the remains are determined to be of Native American descent, the coroner shall notify the Native American Heritage Commission, which will identify the Most Likely Descendent (MLD). The MLD may be allowed to inspect the site and recommend appropriate means for treating or disposing of the remains. The MLD and Authority shall coordinate to follow the procedural requirements included in Mitigation Measure ADJ PROP FULL-CULT-1C.

With implementation of Mitigation Measures ADJ PROP FULL-CULT-1A, 1B, 1C, 2A, 2B, and 2C, any potential impacts to tribal cultural resources would be reduced to a less-than-significant level.

C. **HAZARDS AND HAZARDOUS MATERIALS**

1. Potentially Significant Impacts related to the Transport, Use, and Disposal of Hazardous Materials

The Project would involve the removal of asbestos containing materials (ACMs) and lead-based paint (LBP). In light of the possibility of exposure to ACMs and LBP, impacts

related to the transport, use, and disposal of hazardous materials are considered potentially significant.

a. **Findings**

Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen any potential impacts regarding the transport, use, and disposal of hazardous materials. Specifically, the following measures are imposed upon the Project to ensure a less than significant impact:

Mitigation Measure ADJ PROP FULL-HAZ-1A: The removal of ACMs would be subject to SCAQMD and Cal-OSHA requirements to ensure proper handling, notification, and disposal and would be performed by a licensed asbestos abatement contractor. Prior to any interior demolition or renovation within the buildings containing ACMs, an Asbestos Operations and Management Plan (Asbestos O&M Plan) would be implemented to manage in place any ACMs during demolition activities. The Asbestos O&M Plan would address building cleaning, maintenance, renovation, and general operation procedures to minimize exposure to asbestos. An asbestos survey would be performed prior to demolition. The survey would include the inspection, identification and quantification of all friable and Class I and Class II non-friable asbestos containing materials and physical samplings. Removal procedures could include: HEPA filtration, glovebag, adequate wetting, dry removal or another approved alternative. All ACWM would be collected and placed in transparent, leak-tight containers or wrapping. All ACWM would be contained in leak tight containers, labeled appropriately, transported and disposed of in accordance with applicable rules and regulations.

Mitigation Measure ADJ PROP FULL-HAZ-1B: Prior to demolition activities involving any areas known to contain lead-based paint, the Project applicant would follow all procedural requirements and regulations for its proper removal and disposal. The removal of LBP would be subject to Cal-OSHA requirements to ensure proper handling, notification, and monitoring and would be performed by a licensed LBP abatement contractor. All trucks transporting lead-based waste would be covered or enclosed. All lead-based waste material would be contained properly, labeled appropriately, transported and disposed of in accordance with applicable rules and regulations.

b. **Facts in Support of Findings**

Existing Terminals A and B, as well as Buildings 9 and 10, are known to contain ACMs. All ACMs found at the existing terminal appear to be in good to fair condition or encapsulated. Nonetheless, since the Project would require demolition of Terminals A and B, ACMs would be disturbed during construction. In order to reduce impacts related to the removal of ACMs, Mitigation Measure ADJ PROP FULL-HAZ-1A requires the development of an Asbestos Operations and Management Plan. In addition, a licensed asbestos abatement contractor would perform all proper handling, notification, and disposal of ACMs. The

contractor would conduct a pre-demolition inspection and remove all asbestos in accordance with the requirements of Mitigation Measure ADJ PROP FULL-HAZ-1A so that ACMs are labeled appropriately, transported, and disposed of in accordance with all applicable rules and regulations.

Lead-based paint (LBP) was located during sampling in 2011 in Building 34 drywall, metal hangar frame, walls, and pipes, as well as in yellow traffic striping paint. In order to address the existence of LBP, the Authority will implement the requirements of Mitigation Measure ADJ PROP FULL-HAZ-1B. As such, the Authority will follow all rules and regulations, including Cal-OSHA requirements, regarding the proper removal and disposal of LBP. All trucks transporting LBP waste will be covered or enclosed. Finally, all such waste materials will be properly labeled, transported, and disposed of, in accordance with applicable rules and regulations.

As described above, the Project potentially would involve the transport, use, and disposal of hazardous materials, including ACMs and LBP. However, implementation of Mitigation Measures ADJ PROP FULL-HAZ-1A and 1B, as well as compliance with applicable regulatory requirements, would prevent persons from being exposed to a substantial risk from the release of hazardous materials or to health hazards in excess of regulatory standards associated with asbestos and lead-containing materials. Therefore, impacts associated with the transport, use, or disposal of hazardous materials would be reduced to a less-than-significant level. Further, Project Design Feature HAZ-4 provides as follows:

PDF-HAZ-4: The final design of the replacement passenger terminal shall include necessary consideration of vapor intrusion strategies and/or technologies as warranted, based upon a refined review of existing soil gas survey data and relevant data collected during construction in accordance with SCAQMD Rule 1166 (PDF-HAZ-2) and PDF-HYDRO-2.HAZ-2, HYDRO-3

Incorporation of these features into the Project will ensure that there are no impacts related to vapor intrusion.

D. TRAFFIC AND TRANSPORTATION

1. Potentially Significant Impacts to Signalized Traffic Intersections

Under the 2016, 2023, and 2025 plus Project conditions, the Project would result in significant traffic impacts during the afternoon peak hour at the signalized intersection of Hollywood Way and Winona Avenue.

a. Findings

Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen any potential impacts regarding impacts to signalized traffic intersections. Specifically, the following measure is imposed upon the Project to ensure a less than significant impact:

Mitigation Measure ADJ PROP FULL-TRANS-1: The intersection of Hollywood Way and Winona Avenue would serve as the primary access to the terminal under the Adjacent Property Option. In order to fully mitigate the impact at this intersection to a less-than-significant level, it would have to be expanded with a third northbound through lane, a second northbound left turn lane, and a fourth eastbound lane exiting the Airport. Additionally, the eastbound approach would need to have a protected left-turn traffic signal arrow.

b. **Facts in Support of Findings**

Under the existing year 2016 conditions, including Project impacts, the signalized intersection at Hollywood Way and Winona Avenue would have a change in volume to capacity ratio of .028 in the peak evening hour. The significance threshold for Project-related increases for a signalized intersection already operating at LOS D is .02. Thus, the impact is considered potentially significant for this signalized intersection under 2016 conditions.

Under the 2023 conditions, including Project impacts, the signalized intersection at Hollywood Way and Winona Avenue would have a change in volume to capacity ratio of .045 in the peak evening hour. Again, the impact is considered potentially significant for this signalized intersection under 2023 conditions.

Under the 2025 conditions, including Project impacts, the signalized intersection at Hollywood Way and Winona Avenue would have a change in volume to capacity ratio of .046 in the peak evening hour. Thus, the impact is considered significant for this signalized intersection under 2025 conditions.

To fully mitigate the impact to this intersection to a less-than-significant level, Mitigation Measure ADJ PROP FULL-TRANS-1 would require the expansion of Hollywood Way with a third northbound through lane, a second northbound left turn lane, and a fourth eastbound lane exiting the Airport. Additionally, the eastbound approach would need to have a protected left-turn traffic signal arrow.

This mitigation measure would reduce the change in the volume to capacity ratio to a less-than-significant level. Since the City has indicated its commitment to cooperate in the Authority's implementation of this Mitigation Measure ADJ PROP FULL-TRANS-1, the potential impacts to signalized intersections are considered less-than-significant.

2. **Potentially Significant Impacts to Unsignalized Traffic Intersections**

The Project would result in potentially significant traffic impacts at a number of unsignalized intersections during both the morning and afternoon peak hours, including: under existing year 2016 conditions plus project (Hollywood Way and San Fernando Boulevard Ramps); and under both the 2023 and 2025 conditions plus project (San Fernando Boulevard and Cohasset Street, and Hollywood Way and San Fernando Boulevard Ramps).

a. **Findings**

Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen any potentially significant impacts to unsignalized traffic intersections. Specifically, the following measures are imposed upon the Project to ensure a less than significant impact:

Mitigation Measure ADJ PROP FULL-TRANS-2A: The intersection of San Fernando Boulevard & Cohasset Street would serve as a secondary access to the terminal under the Adjacent Property Option. The impacts at this location could be fully mitigated through the installation of traffic signal control, which is warranted under application of the peak hour traffic signal warrant from the MUTCD. Signal warrant worksheets are provided in Appendix L. Along with signalization, crosswalks could be installed and the eastbound approach on Cohasset Street could be striped with exclusive left and right-turn lanes.

Mitigation Measure ADJ PROP FULL-TRANS-2B: The intersection of Hollywood Way and San Fernando Boulevard Ramps could be fully mitigated by reconfiguring the intersection with traffic signal control and adding a second eastbound right-turn lane. The traffic signal control could be limited to the southbound side of Hollywood Way, as there is a raised median dividing the northbound and southbound sides of Hollywood Way and the northbound side does not have any conflicting vehicle movements. As part of the improvement, the Hollywood Way southbound ramp from San Fernando Boulevard would remain two lanes for its entire length rather than merging to one before reaching Hollywood Way, and would be realigned within the existing right-of-way to approach Hollywood Way at a 90-degree angle.

b. **Facts in Support of Findings**

For unsignalized intersections, the significance threshold for Project-related increases depends on the percentage change in vehicle trips through an intersection or alternatively, the number of new vehicle trips through an intersection. According to the City of Burbank thresholds, as used by the Authority in its environmental analysis, for unsignalized intersections operating at LOS D, the change from Project impacts will be considered significant if the Project causes a change equal to or greater than 2 percent of total trips for that intersection. Similarly, the threshold for intersections operating at LOS E is a change equal to or greater than 1 percent of total trips. For intersections operating at LOS F, the threshold is a change of 5 or more Project-related trips.

Even under existing year 2016 conditions, the Project impact to the unsignalized intersection at Hollywood Way and San Fernando Boulevard Ramps would be considered significant. That intersection, already operating at LOS F, is expected to have an additional 38 trips in the AM peak hour and an additional 31 trips in the PM peak hour, which exceeds the threshold of 5 new trips for LOS F intersections.

Under 2023 conditions, the Project would result in significant impacts at even more intersections. As included in Table 3.17-11 in the EIR, two intersections (San Fernando Boulevard and Cohasset Street, and Hollywood Way and San Fernando Boulevard Ramps), would exceed the relevant significance thresholds during both the morning and afternoon peak hours in 2023. Under 2025 conditions, the Project would result in significant impacts to the same intersections, as stated in Table 3.17-12 of the EIR. Thus, under all three timeframes, the Project would result in potentially significant impacts at a number of intersections.

The application of Mitigation Measures ADJ PROP FULL-TRANS-2A and 2B would reduce those impacts to less-than-significant levels. Since the City has indicated its commitment to cooperate in the Authority's implementation of Mitigation Measures ADJ PROP FULL-TRANS-2A and 2B, these potential impacts to unsignalized intersections are considered less-than-significant.

3. Potentially Significant Impacts to Construction-Related Traffic

The Project potentially would have temporary traffic impacts at up to 9 different intersections during Phase 1 construction and up to 5 different intersections during Phase 2 construction. Thus, construction-related traffic impacts are considered potentially significant.

a. **Findings**

Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen any potential impacts regarding construction-related traffic. Specifically, the following measure is imposed upon the Project to ensure a less than significant impact:

Mitigation Measure ADJ PROP FULL-TRANS-6: A detailed Construction Management Plan, including street closure information, a detour plan, haul routes, and a staging plan, would be prepared and submitted to the City for review and approval. The Construction Management Plan would formalize how construction would be carried out and identify specific actions that would be required to reduce effects on the surrounding community.

The Construction Management Plan shall be based on the nature and timing of the specific construction activities and other projects in the vicinity of the project site, and may include, but not be limited to, the following elements, as appropriate:

- Adequate parking would be provided for construction workers at all time, and construction workers would be prohibited from parking on nearby residential streets; if remote parking is used, shuttles would be provided to take workers to and from the construction site.
- Temporary traffic control would be provided during any construction activities adjacent to public rights-of-way to improve safety and traffic flow on public roadways.

- Construction activities would be scheduled to reduce the effect of worker traffic on surrounding arterial streets during peak hours.
- Construction-related vehicles would not park on surrounding public streets.
- Construction-related deliveries, haul trips, etc., would be scheduled so as to occur outside the commuter peak hours to the extent feasible.
- Haul and delivery vehicles would be routed to reduce travel on congested streets and to avoid residential areas.
- Contractors would be required to obtain any applicable haul route permits.

b. **Facts in Support of Findings**

As stated in Table 3.17-13 of the EIR, a number of intersections would be impacted by construction-related traffic. Although such impacts would be temporary, they are considered potentially significant impacts.

Mitigation Measure ADJ PROP FULL-TRANS-6 requires the preparation and approval of a detailed Construction Management Plan (Plan). The Plan, to be approved by the City, would include street closure information, a detour plan, haul routes, and a staging plan. In addition, the Plan would identify specific actions required to reduce impacts on the community surrounding the Airport and the construction site. As appropriate for specific construction activities, the Plan may include a number of elements as stated in Mitigation Measure ADJ PROP FULL-TRANS-6, including adequate parking arrangements for construction workers and prohibitions against parking on nearby residential streets. The Plan also would address temporary traffic controls to improve safety and traffic flow on public roadways. Construction-related vehicles would be prohibited from parking on surrounding public streets, and delivery vehicles would be routed in ways to reduce traffic congestion and avoid impacts to residential areas.

With the implementation of Mitigation Measure ADJ PROP FULL-TRANS-6 and the development of a Construction Management Plan approved by the City, the impacts associated with construction-related traffic would be reduced to less-than-significant level.

VI. **Significant and Unavoidable Impacts**

In the area of air quality, there are instances where environmental impacts would remain significant and unavoidable even after mitigation. These areas are described below.

A. **AIR QUALITY**

1. **Violation of Operational Air Quality Standards**

Operation of both the existing and proposed uses at the Airport has the potential to create operational air quality impacts. Such impacts result from vehicle trips to and from the

site, vehicles traveling on the Airport property for parking or for passenger pick-up and drop-off, from building energy usage, aircraft landings and take offs (LTOs), taxiing, and other aircraft supporting equipment. The net change in operational-related daily emissions for the criteria and precursor pollutants would exceed the SCAQMD regional thresholds for VOC and NO_x.

a. **Findings**

Changes or alterations have been required in, or incorporated into, the Project to lessen operational air quality impacts. Nonetheless, the proposed Project is anticipated to have a significant impact. There are no feasible mitigation measures that would reduce potentially significant operational air quality impacts to a less than significant level and no feasible measures, other than those listed below, which would reduce this impact to any material extent:

Mitigation Measure ADJ PROP FULL-AIR-3: Regional emissions of VOC and NO_x would exceed the SCAQMD threshold due to the increased emissions from aircraft LTOs and taxiing. The increase in aircraft LTOs and taxiing would occur with or without implementation of the project under the future No Project condition. In addition, emissions associated with aircraft are under the jurisdiction of the FAA. The Authority has no ability to regulate aircraft emissions. The project would implement PDF-AIR-1 to minimize emissions associated with building energy use and mobile sources.

b. **Facts in Support of Findings**

As indicated in Table 3.4-5 of the EIR, regional operational emissions of both VOC and NO_x are expected to increase from aircraft LTOs and taxiing in the coming years. The increased emissions are expected to exceed SCAQMD thresholds, both with and without the Project.

In order to reduce emissions to the greatest extent possible, the Project will implement feasible design features to minimize emissions through building energy use and mobile sources (see PDF-AIR-1 in the EIR). PDF-AIR-1 lists a number of green building measures that would be applied to the Project, as well as programs to encourage the reduction of emissions from mobile sources.

The replacement terminal would be designed and operated to meet or exceed the Title 24, Part 11 (CALGreen) Tier 1 standards. The replacement terminal also would optimize energy performance and reduce building energy costs by at least 15 percent for new commercial construction, as compared to the Title 24, Part 6 standards. In addition, the Project would designate a minimum of 10 percent of onsite employee parking for carpool and/or low-emitting or fuel-efficient vehicles. The Authority also will provide incentives for employee use of public transportation. By pre-wiring, or installing conduit and panel capacity for, electric vehicle charging stations for a minimum of 5 percent of onsite relocated parking spaces, the Project also will encourage the use of electric vehicles. Fifty of those spaces would be installed with electric vehicle charging stations upon the opening of the replacement terminal. Together

with the many other features listed in PDF-AIR-1, these measures would reduce emissions associated with building energy and mobile emissions sources to the extent feasible.

The Authority also finds that mitigation measures proposed by the Southern California Air Quality Management District (SCAQMD) are not feasible, as stated in the Appendix N to the Final EIR (Draft EIR Comments and Responses to Comments). As such, the Authority hereby rejects such proposed mitigation measures. Specifically, SCAQMD proposed that the Authority provide incentives to encourage public transportation and carpooling (e.g., through internal retail and restaurant discounts). The Authority has committed to other programs (e.g., the shuttle to a possible new Metrolink station) to encourage the use of public transportation, as well as programs to encourage employees to use public transportation, but the Airport does not have the authority to require merchants and vendors to provide incentives for public transportation users and carpools. There are no additional feasible mitigation measures that would achieve a substantially greater increase in public transportation passenger trips.

SCAQMD also proposed a mitigation measure encouraging or incentivizing airlines to route the cleanest aircraft engines to serve the South Coast Air Basin. Since the Authority does not have the ability to require airlines to use specific aircraft to serve the Airport or establish emissions standards for aircraft serving the Airport, this proposed mitigation measure is infeasible. Similarly, SCAQMD recommended that the Authority require that all ground support equipment (GSE) utilize zero/near zero emission technology. Again, the Authority does not have the ability to impose such a requirement on the airlines. The Authority encourages airlines to use less polluting GSE, but it does not have the authority to require the use of such zero emission vehicles. As such, these proposed mitigation measures are not feasible and are hereby rejected.

The Project features described in this section will reduce expected emissions for VOC and NO_x, but no feasible mitigation is available to reduce impacts to a less than significant level. As such, impacts regarding operational air quality standards would remain significant and unavoidable.

2. Project-Generated Criteria Pollutant Emissions (and Cumulative Impacts)

The Project is expected to generate total criteria pollutant emissions that exceed the SCAQMD Regional Emissions Significance Thresholds for VOCs and NO_x, meaning that Project operation potentially would contribute to the Basin's nonattainment of national and state standards for O₃. As such, impacts to non-attainment criteria pollutants, as well as cumulative impacts to non-attainment criteria pollutants, are considered potentially significant.

a. Findings

Changes or alterations have been required in, or incorporated into, the Project to lessen impacts regarding Project-related criteria pollutants, including related cumulative impacts. Nonetheless, the proposed Project is anticipated to have a significant impact. There are no feasible mitigation measures that would reduce potentially significant impacts to criteria pollutants to a less than significant level and no feasible measures, other than those listed below, which would reduce this impact to any material extent:

Mitigation Measure ADJ PROP FULL-AIR-4: Regional emissions of VOC and NOX would exceed the SCAQMD threshold due to the increased emissions from aircraft LTOs and taxiing. The increase in aircraft LTOs and taxiing would occur with or without implementation of the project under the future No Project condition. In addition, emissions associated with aircraft are under the jurisdiction of the FAA. The Authority has no ability to regulate aircraft emissions. The project would implement PDF-AIR-1 to minimize emissions associated with building energy use and mobile sources.

Mitigation Measure ADJ PROP FULL-AIR-9: Regional emissions of VOC and NOX would exceed the SCAQMD threshold due to the increased emissions from aircraft LTOs and taxiing. The increase in aircraft LTOs and taxiing would occur with or without implementation of the project under the future No Project condition. In addition, emissions associated with aircraft are under the jurisdiction of the FAA. The Authority has no ability to regulate aircraft emissions. The project would implement PDF-AIR-1 to minimize emissions associated with building energy use and mobile sources.

b. **Facts in Support of Findings**

The South Coast Air Basin is considered to be in “nonattainment” for O₃ (for both the 1-hour and 8-hour standard), as well as for PM₁₀, and PM_{2.5} (24 hour and annual). As shown in Table 3.4-5 of the EIR, Project operation would exceed the SCAQMD indicators for emissions of NO_x and VOCs. As a result, Project operations would potentially contribute to the Basin’s nonattainment of national and state standards for O₃.

The VOC and NO_x exceedances are due to the increase in emissions from aircraft LTOs and taxiing relative to existing conditions. The increase in aircraft LTOs and taxiing would occur with or without implementation of the Project.

In order to reduce emissions of VOCs and NO_x to the maximum extent feasible, and therefore reduce the increase in criteria pollutants for which the Air Basin is in “nonattainment,” the Authority will implement Mitigation Measure ADJ PROP FULL-AIR-4. As described above, that mitigation measure will reduce the emissions from both building energy use and mobile sources (since reductions based on aircraft-related sources are not feasible or within the Authority’s control). As no feasible mitigation is available to reduce impacts to a less-than-significant level, however, impacts would be considered significant and unavoidable.

Similarly, a significant cumulative air quality impact may occur if a project would add a cumulatively considerable contribution of a federal or State nonattainment pollutant. In light of the Project’s impact to nonattainment criteria pollutants, the Project also would be considered to have a cumulatively considerable impact to nonattainment criteria pollutants. The Authority would impose Mitigation Measure SW QUAD FULL-AIR-9 to reduce cumulative impacts as much as possible. As no feasible mitigation is available to reduce impacts to a less-than-significant level, however, cumulative air quality impacts, at least with respect to nonattainment criteria pollutants, would be considered significant and unavoidable.

EXHIBIT B

Findings and Facts in Support of Findings (Southwest Quadrant Full-Size Terminal Option)

I. Introduction.

The California Environmental Quality Act (“CEQA”) and the State CEQA Guidelines (the “Guidelines”) provide that no public agency shall approve or carry out a project for which an environmental impact report has been certified which identifies one or more significant effects on the environment that will occur if a project is approved or carried out unless the public agency makes one or more of the following findings:

1. Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects identified in the EIR.
2. Such changes or alterations are within the responsibility of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
3. Specific economic, social, or other considerations make infeasible the mitigation measures or project alternatives identified in the EIR.²

Pursuant to the requirements of CEQA, the Commission hereby makes the following environmental findings in connection with the proposed Project. These findings are based upon evidence presented in the record of these proceedings, both written and oral, the DEIR, and all of its contents, the Comments and Responses to Comments on the EIR, and staff and consultants’ reports presented through the hearing process, which collectively comprise the Final EIR.

II. Project Objectives.

As set forth in the EIR, the proposed Project is intended to achieve a number of objectives (the “Project Objectives”), as follows:

- A. Enhance airport safety by building a replacement passenger terminal that meets FAA airport design standards.
- B. Build a replacement passenger terminal that meets California seismic safety design standards.
- C. Consolidate passenger and baggage screening functions to more efficiently meet Transportation Security Administration (TSA) security requirements.
- D. Build a replacement passenger terminal that meets Americans with Disability Act (ADA) standards.

² Cal. Pub. Res. Code § 21081; 14 Cal. Code Regs. § 15091.

- E. Build a replacement passenger terminal that consolidates air facilities (including passenger, tenant and Authority facilities) into a single terminal building.
- F. Provide a new, modern, energy-efficient passenger terminal with no change in the number of gates or in the total number of public parking spaces for commercial passengers.
- G. Provide an economical and cost-effective facility for the Airport tenants that use the passenger terminal.
- H. Provide a passenger terminal with a level of convenience that is equivalent to or exceeds that of the existing passenger terminal.
- I. Provide a distinctive passenger terminal that enhances the community image and sense of place.
- J. Provide intermodal connectivity between the replacement passenger terminal and the various fixed-rail and bus options located near the Airport.
- K. Improve the airfield to maximize the safety and efficiency of aircraft movements on the ground.

III. Background

The Burbank Bob Hope Airport currently has an existing 14-gate, 232,000-square-foot passenger terminal, located east of the Airport's primary departure runway and south of the Airport's primary arrival runway. The proposed Project would replace the existing terminal with a 14-gate passenger terminal no larger than 355,000 square feet that meets current California seismic design and FAA airport design standards. The replacement passenger terminal would be developed in accordance with modern design standards to provide enhanced passenger amenities; security screening facilities that meet the latest TSA requirements; and other airport facilities (including holdrooms, baggage claim areas, and public areas) that are designed and sized for the kinds of aircraft the airlines routinely operate.

The Authority is considering three development options for the proposed project, each of which is described in the Project Description in the EIR, and each of which is analyzed at a project level of detail in the Project Description in the EIR. The three development options are the Adjacent Property Full-Size Terminal Option, the Southwest Quadrant Full-Size Terminal Option, and the Southwest Quadrant Same-Size Terminal Option. This Exhibit B sets forth the findings regarding the potential impacts of the Southwest Quadrant Full-Size Terminal Option. For purposes of the findings in this Exhibit B, the term "Project" refers to the Southwest Quadrant Full-Size Terminal Option, unless the context suggests otherwise.

IV. Effects Determined to be Less Than Significant without Mitigation in the EIR.

The EIR found that the proposed Project would have no impact or a less than significant impact without the imposition of mitigation on a number of environmental topic areas listed below. For some of these environmental topics, regulatory measures will be imposed as mitigation measures and are detailed in the Project Design Features and Mitigation Monitoring and Reporting Program, and will have the effect of ensuring that the less than significant impacts remain less than significant. A no impact or less than significant environmental impact

determination was made for each of the following topic areas listed below, based on the more expansive discussions contained in the Final EIR.

A. AESTHETICS

1. The Project will not have a substantial adverse effect on a scenic vista.
2. The Project will not substantially degrade the existing visual character or quality of the site and its surroundings.
3. The Project will not create a new source of substantial light or glare that would adversely affect day or nighttime views in the area.
4. The Project will not result in cumulatively considerable aesthetic impacts.

B. AGRICULTURE

1. The Project will not convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural uses.
2. The Project will not conflict with existing zoning for agricultural use, or a Williamson Act contract.
3. The Project will not conflict with existing zoning for, or cause rezoning of, forest land, timberland, or timberland zoned Timberland Production.
4. The Project would not result in the loss of forest land or conversion of forest land to non-forest use.
5. The Project will not result in a substantial contribution to cumulative impacts on agricultural or forestry resources.

C. AIR QUALITY

1. The Project will not conflict with or obstruct implementation of the applicable air quality plan.
2. The Project will not violate any air quality standard or contribute substantially to an existing or projected air quality violation during the construction phase.
3. The Project will not expose sensitive receptors to substantial pollutant concentrations – i.e., greater than localized significance thresholds.
4. The Project will not contribute to an exceedance of CO standards.
5. The Project would not create objectionable odors affecting a substantial number of people.

D. BIOLOGICAL RESOURCES

1. The Project will not have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service.
2. The Project will not have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service.
3. The Project will not have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means.
4. The Project will not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.
5. The Project will not cause cumulative impacts to biological resources.

E. CULTURAL RESOURCES

1. The Project will not cause cumulative impacts to cultural resources.

F. ENERGY CONSERVATION

1. The Project will not have any impacts regarding energy conservation, pursuant to Public Resources Code 21100(b)(3) and Appendix F of the CEQA Guidelines.
2. The Project's energy requirements and its energy use efficiencies will not have significant impacts by amount or fuel type for each stage of the Project, including construction, operation, maintenance, and/or removal.
3. The Project will not have any significant effects on local or regional energy supplies or on requirements for additional capacity.
4. The Project will not have any significant effects on peak or base period demands for electricity or other forms of energy.
5. The Project will not have any significant impacts on existing energy standards.
6. The Project will not have any significant impacts to energy resources.

7. The Project's projected transportation energy use and overall use of efficient transportation alternatives will not result in a significant impact to energy conservation.
8. The Project will not have any unavoidable adverse effects that may include wasteful, inefficient, or unnecessary consumption of energy during the Project's construction, operation, maintenance, or removal.

G. GEOLOGY AND SOILS

1. The Project will not expose people or structures to surface rupture.
2. The Project will not expose people or structures to strong seismic ground shaking, ground failure, or liquefaction.
3. The Project will not result in substantial soil erosion or loss of topsoil.
4. The Project will not result in unstable soils.
5. The Project will not be located on expansive or corrosive soils.
6. The Project will not result in cumulative geology or soils impacts.

H. GREENHOUSE GAS EMISSIONS

1. The Project will not generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment.
2. The Project will not conflict with any applicable plan, policy, or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases.

I. HAZARDS AND HAZARDOUS MATERIALS

1. The Project will not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.
2. The Project will not emit hazardous emissions or handle hazardous or acutely hazardous materials substances or waste within one-quarter mile of an existing or proposed school.
3. The Project will not be located on a site which is included on the list of hazardous materials sites, and therefore will not create a significant hazard to the public or the environment.
4. As a project located within an airport land use plan, the Project will not result in a safety hazard for people residing or working in the project area.

5. The Project will not impair the implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan.
6. The Project will not expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands.
7. The Project will not have cumulative impacts related to hazards and hazardous materials.

J. HYDROLOGY AND WATER QUALITY

1. The Project will not violate any water quality standards or waste discharge requirements.
2. The Project will not substantially deplete groundwater supplies or interfere substantially with groundwater discharge.
3. The Project will not substantially alter the existing drainage pattern of the site or area.
4. The Project will not substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site.
5. The Project will not create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff.
6. The Project will not otherwise substantially degrade water quality.
7. The Project will not place housing with a 100-year flood hazard area or flood hazard delineation map, nor would it place structures within a 100-year flood hazard area that would impeded or redirect flood flows.
8. The Project will not expose people or structures to significant risk of loss, injury, or death involving flooding.
9. The Project will not have cumulative impacts to hydrology and water quality.

K. LAND USE AND PLANNING

1. The Project will not physically divide an established community.
2. The Project will not conflict with the City's General Plan, or other adopted land use plan, policy or regulation that applies to the Project site and is adopted for the purpose of avoiding or mitigating an environmental effect.

3. The Project will not cause any cumulative impacts that divide an established community.

L. MINERAL RESOURCES

1. The Project will not result in the loss or availability of a known mineral resource that would be of value to the region and residents of the State.
2. The Project will not result in the loss or availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan.
3. The Project will not result in cumulative impacts to mineral resources or facilities.

M. NOISE

1. Project will not result in a substantial increase in aircraft noise.
2. The Project will not result in noise from on-site project construction activities that exceeds the exterior ambient noise level by 5 dBA or more at a noise-sensitive use, as measured at the property line of any sensitive use.
3. The Project will not result in noise from off-site project construction traffic that exceeds the exterior ambient noise level by 5 dBA or more at a noise-sensitive use, as measured at the property line of any sensitive use. As stated in PDF-NOISE-1 in the EIR, the Project's construction activities generally will be limited per the Burbank2035 General Plan. Due to the nature of the Project and the challenges of building at an operating airport, however, construction of airfield improvements may occur up to 24 hours a day. Despite the potential for nighttime airfield construction activities, noise levels would remain below the identified thresholds of significance.
4. The Project will not result in noise from Project-related traffic that would cause ambient noise levels to increase by 5 dBA, CNEL or more.
5. The Project will not substantially contribute to cumulative noise impacts.

N. POPULATION AND HOUSING

1. The Project will not induce substantial population growth in an area, either directly or indirectly.
2. The Project will not displace substantial numbers of existing housing nor displace substantial numbers of people, necessitating the construction of replacement housing elsewhere.

3. The Project will not have cumulative impacts on employment, population, and housing.

O. PUBLIC SERVICES

1. The Project will not result in a substantial increase in fire protection or police protection services as a result of construction activities.
2. The Project will not result in a substantial increase in demand for fire protection services.
3. The Project will not result in a substantial increase in demand for police protection services.
4. The Project will not result in a substantial increase in the demand for school services.
5. The Project will not result in any cumulative impacts related to public services.

P. RECREATION

1. The Project will not increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of any facilities would occur or be accelerated.
2. The Project will not result in the need to construct or expand recreational facilities to accommodate an increase in demand for recreational facilities.
3. The Project will not have any cumulative impacts to recreational facilities.

Q. TRAFFIC AND TRANSPORTATION

1. The Project will not have significant impacts at signalized intersections.
2. The Project will not conflict with any applicable congestion management program.
3. The Project will not cause any significant impacts to Caltrans facilities.
4. The Project will not cause any significant impacts to local streets in Burbank.

R. UTILITIES AND SERVICE SYSTEMS

1. The Project will not result in the need for new or expanded water supply systems to serve the Project.

2. The Project will not result in the need for new or expanded wastewater treatment facilities to service the Project.
3. The Project will not result in the need for new or expanded landfill capacity to accommodate the Project's solid waste disposal needs.
4. The Project will comply with federal, State, and local statutes related to solid waste.
1. The Project will not result in a substantial contribution to cumulative impacts to utilities and service systems.

V. Impacts Determined to be Mitigated to a Less Than Significant Level.

The EIR identified the potential for the Project to cause significant environmental impacts in the areas of aesthetics, air quality, biological resources, cultural resources, hazards and hazardous materials, noise, and traffic and transportation.

The Commission finds that the feasible mitigation measures for the Project identified in the Final EIR would reduce the Project's impacts to certain impact areas to a less than significant level, as described below. The Project's significant and unavoidable impacts are discussed in Section VI. In Section 21 of this Resolution, the Commission adopts all of the feasible mitigation measures for the Project described in the Final EIR as conditions of approval of the Project and incorporates those into the Project.

A. AESTHETICS

1. Potentially Significant Impacts to Scenic Resources

Hangar 1 and Hangar 2 in the southwest quadrant of the Airport are considered to be historic resources. The Southwest Quadrant Full-Size Terminal Option envisions the reuse of Hangar 1 as an air cargo building, but Hangar 2 would not be retained or reused. The demolition or removal of Hangar 2 would result in the loss of an existing scenic resource and would be a potentially significant impact to scenic resources.

a. Findings

Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen any potential impacts to scenic resources. Specifically, the following measure is imposed upon the Project to ensure a less than significant impact:

Mitigation Measure SW QUAD FULL-AESTH-2: Hangar 2 would be moved to another location on Airport property. A Relocation and Rehabilitation Plan shall be commissioned by the Authority and developed by a qualified historic preservation consultant. The Plan shall include relocation methodology recommended by the National Park Service (NPS). The Plan shall include an assessment of the condition of Hangar 2 by a qualified engineer, and a shoring plan for relocation and storage, and relocation to the final site. If temporary

storage is required, the storage conditions should closely follow the recommendations of *NPS Preservation Brief 31: Mothballing Historic Buildings* with regard to recommendations for structural stabilization, pest control, protection against vandalism, fire, and moisture, adequate ventilation which should be applied to the hangars at the temporary storage location to ensure the safety of the building during storage. A periodic maintenance and monitoring plan shall also be included in the Plan and implemented during the storage period in accordance with the guidance outlined in *NPS Preservation Brief 31*. The Relocation and Rehabilitation Plan shall be reviewed and approved by the project building official prior to its implementation.

Upon relocation of Hangar 2 to the new site, any maintenance, repair, stabilization, rehabilitation, preservation, conservation, or reconstruction work performed in conjunction with the relocation of the hangars shall be undertaken in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Properties. In addition, a plaque describing the date of the move and the original location shall be placed in a visible location on Hangar 2. The removal, storage, relocation and rehabilitation process shall be monitored by a qualified historic preservation consultant at key intervals to ensure conformance with the Standards and NPS guidelines. The preservation consultant shall also be available to provide technical expertise to reduce potential impacts to historical resources from unforeseen circumstances.

b. Facts in Support of Findings

Under the proposed Southwest Quadrant Full-Size Terminal Option, Hangar 1 would be reused as an air cargo building. Hangar 2, however, would not be reused but would be relocated or demolished. Since these hangars are considered historic resources, the removal or demolition of Hangar 2 would be a potentially significant impact to scenic resources.

In order to reduce impacts to scenic resources to a less than significant level, the Authority will impose Mitigation Measure SW QUAD FULL-AESTH-2. Under this measure, Hangar 2 would be relocated to another site on the Airport property. The Authority would develop a Relocation and Rehabilitation Plan, in cooperation with a qualified historic preservation consultant, to comply with National Park Service (NPS) recommendations for relocation of historic resources. In addition, the Plan would assess the condition of Hangar 2, and include a shoring plan for storage and relocation.

In relocating Hangar 2, any work performed will be consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties. In addition, a plaque describing the Hangar, and its removal and relocation, will be placed in a visible location on Hangar 2. The involvement of a historic preservation consultant will ensure that all work complies with the Secretary of the Interior's Standards and NPS Guidelines.

For the reasons discussed in Section 3.2, Aesthetic Resources, of the Final EIR, with implementation of Mitigation Measure SW QUAD FULL-AESTH-2, the proposed Project would result in less than significant impacts after mitigation with regard to scenic resources.

B. BIOLOGICAL RESOURCES

1. Potentially Significant Impacts to Nesting Birds

Although the Project does not contain any movement corridors for migratory fish or wildlife species, the Project has the potential to interfere with nesting birds.

a. Findings

Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen any potential impacts to nesting birds. Specifically, the following measure is imposed upon the Project to ensure a less than significant impact:

Mitigation Measure SW QUAD FULL-BIO-4: The Authority and its contractors will avoid vegetation removal, clearing, and/or grubbing during the avian nesting season (February 15 to August 31). However, if removal, clearing, and/or grubbing must take place during the nesting season, a qualified biologist will conduct a nesting bird survey within three days before vegetation clearing activities. If any active nests are detected, the biologist will delineate and flag a buffer of 300 feet (500 feet for raptors) around the nest, and the construction contractors shall not engage in construction activities within this buffer zone until the nesting cycle is complete. The buffer may be modified and/or other recommendations proposed, as determined appropriate by the biological monitor, to minimize impacts. The biologist will provide a written summary of the nesting bird survey within three days of survey completion.

b. Facts in Support of Findings

For aviation safety reasons, the Airport implements a wildlife prevention plan to deter wildlife from being established on the Airport. Although this reduces the potential for bird nesting to occur at the Airport, it remains possible that songbirds may nest on Airport property because there are trees and shrubs at the Airport.

However, with the incorporation of Mitigation Measure SW QUAD FULL-BIO-4, impacts to nesting birds will be reduced to a less than significant level. Before the start of vegetation clearing activities, nesting bird surveys will be conducted by a qualified biologist. The biologist will identify potentially impacted nests, if any, and establish a suitable buffer around the nest. By ensuring a buffer around any nests and ensuring no construction activities occur within the buffer zone until the nesting cycle is complete, no direct or indirect impacts would occur. The biologist will monitor the nesting activity after the buffer is delineated to verify that the buffer is adequately placed. In sum, implementation of Mitigation Measure SW QUAD FULL-BIO-4 would result in less than significant impacts to nesting birds.

For the reasons discussed in Section 3.5, Biological Resources, of the Final EIR, with implementation of Mitigation Measure SW QUAD FULL-BIO-4, the proposed Project would result in less than significant impacts after mitigation with regard to nesting birds.

2. Potentially Significant Impacts to Local Policies or Ordinances

The proposed extension of the Terminal Access Road required to implement the Southwest Quadrant Full-Size Terminal Option could require the removal of street trees, which would conflict with the City of Burbank's Municipal Code provisions regarding "Trees and Vegetation." This would result in a potentially significant impact.

a. Findings

Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen any potential impacts to biological resources. Specifically, the following measure is imposed upon the Project to ensure a less than significant impact:

Mitigation Measure SW QUAD FULL-BIO-5: In accordance with Section 7-4-111 of the Burbank Municipal Code, the Authority would coordinate any street tree removal with the director of the Park, Recreation & Community Services department. Any street tree removed shall be replaced with a tree of the nearest size available, of a species and in the location to be determined by the director.

b. Facts in Support of Findings

In order to fully implement the Southwest Quadrant Full-Size Terminal Option, the Authority would extend the Terminal Access Road. This could require the removal of street trees along West Empire Avenue. Such tree removal would conflict with Burbank Municipal Code provisions regarding trees and vegetation. This would be a potentially significant impact because the Project would conflict with local policies or ordinances.

In order to mitigate this impact, the Authority would impose Mitigation Measure SW QUAD FULL-BIO-5, which would require that the Authority coordinate any street tree removal with the City's Director of the Park, Recreation & Community Services Department. This would comply with Section 7-4-111 of the Burbank Municipal Code. Under Mitigation Measure SW QUAD FULL-BIO-5, any street tree removed would be replaced with a tree of a similar size of a species and in a location determined by the Director.

With implementation of Mitigation Measure SW QUAD FULL-BIO-5, impacts to biological resources relating to conflicts with local policies and ordinances would be reduced to a less-than-significant level.

C. CULTURAL RESOURCES

1. Potentially Significant Impacts to Archaeological Resources

Although the potential to encounter buried archaeological resources or human remains is relatively low, evidence of former water sources known to have existed at the Airport creates the possibility that unknown archaeological resources or remains could be discovered. Thus, impacts to archaeological resources are considered potentially significant.

a. Findings

Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen any potential impacts to archaeological resources. Specifically, the following measures are imposed upon the Project to ensure a less than significant impact:

Mitigation Measure SW QUAD FULL-CULT-1A: A qualified archaeologist shall be retained to develop and implement an archaeological monitoring program for construction excavations that would encounter younger Holocene-age native soils. The archaeologist shall attend a pre-grading/excavation meeting to discuss an archaeological monitoring program. The qualified archaeologist shall supervise an archaeological monitor who shall be present during construction excavations (e.g., demolition, grading, trenching, or clearing/grubbing) into non-fill Holocene-aged native soils that are located underneath surface parking lots. The frequency of monitoring shall be based on the rate of excavation and grading activities, proximity to known archaeological resources, the materials being excavated (native versus artificial fill soils and/or older versus younger alluvial soils), and the depth of excavation, and if found, the abundance and type of archaeological resources encountered. Full-time monitoring can be reduced to part-time inspections or ceased entirely if determined adequate by the archaeologist.

Mitigation Measure SW QUAD FULL-CULT-1B: In the event that historic or prehistoric archaeological resources (e.g., bottles, foundations, refuse dumps, Native American artifacts or features, etc.) are unearthed during ground-disturbing activities, the Authority shall halt or redirect ground-disturbing activities away from the vicinity of the find so that the find can be evaluated by a qualified archaeologist. A buffer area of at least 25 feet shall be established around the find where construction activities shall not be allowed to continue. Work shall be allowed to continue outside of the buffer area. All archaeological resources unearthed by project construction activities shall be evaluated by an archaeologist. The Authority shall coordinate with the archaeologist and the building official for the proposed project to develop an appropriate treatment plan for the resources if they are determined to be potentially eligible for the California Register or potentially qualify as unique archaeological resources pursuant to CEQA. Preservation in place (i.e., avoidance) shall be considered as a treatment measure first. If preservation in place is not feasible, treatment may include the implementation of archaeological data recovery excavations to

remove the resource from the project site along with subsequent laboratory processing and analysis. Any archaeological material collected shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County or the Fowler Museum, if such an institution agrees to accept the material. If no institution accepts the archaeological material, they shall be donated to a Burbank school or historical society for educational purposes.

The archaeologist shall prepare a final report and appropriate California Department of Parks and Recreation Site Forms at the conclusion of treatment and/or any follow-up archaeological construction monitoring. The report shall include a description of resources unearthed, if any, treatment of the resources, results of the artifact processing, analysis, and research, and evaluation of the resources with respect to the California Register of Historical Resources. The report and the Site Forms shall be submitted to the Authority, the SCCIC, and representatives of other appropriate or concerned agencies to signify the satisfactory completion of the project and required mitigation measures.

Mitigation Measure SW QUAD FULL-CULT-1C: If human remains are encountered unexpectedly during implementation of the proposed project, California Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to California Public Resources Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the NAHC. The NAHC shall then identify the person(s) thought to be the Most Likely Descendent (MLD). The MLD may, with the permission of the Authority, inspect the site of the discovery of the Native American remains and may recommend to the Authority or the person responsible for the excavation work means for treating or disposing, with appropriate dignity, the human remains and any associated grave goods. The MLD shall complete their inspection and make their recommendation within 48 hours of being granted access by the Authority to inspect the discovery. The recommendation may include the scientific removal and nondestructive analysis of human remains and items associated with Native American burials. Upon the discovery of the Native American remains, the Authority shall ensure that the immediate vicinity, according to generally accepted cultural or archaeological standards or practices, where the Native American human remains are located, is not damaged or disturbed by further development activity until the Authority has discussed and conferred, as prescribed in this mitigation measure, with the MLD regarding their recommendations, if applicable, taking into account the possibility of multiple human remains. The Authority shall discuss and confer with the descendants all reasonable options regarding the descendants' preferences for treatment.

Whenever the NAHC is unable to identify a MLD, or the MLD identified fails to make a recommendation, or the Authority rejects the recommendation of the descendants and the mediation provided for in subdivision (k) of Section

5097.94, if invoked, fails to provide measures acceptable to the Authority, the Authority shall inter the human remains and items associated with Native American human remains with appropriate dignity on the property in a location not subject to further and future subsurface disturbance.

b. Facts in Support of Findings

A 1932 map indicates that two unnamed tributaries of the Los Angeles River previously ran through the Airport site, which suggests that prehistoric inhabitants may have lived near these water sources in the Airport's vicinity. The original construction of the Airport and subsequent improvements to the area make the discovery of archaeological resources and human remains unlikely. This is especially true because much of the soil underneath the ground surface includes fill soil. Nonetheless, the possibility for discovery of archaeological resources exists in areas with undisturbed native soil and sediment.

In areas where excavation is planned in previously undisturbed native soil and sediment, therefore, the Authority will implement Mitigation Measures SW QUAD FULL-CULT-1A, 1B, and 1C. Under these mitigation measures, the Authority will halt or redirect ground-disturbing activities if any historic or prehistoric archaeological resources are unearthed. A buffer would be established around the discovery and construction activity would be restricted near the discovery site. In the event that archaeological resources are discovered, a qualified archaeologist will evaluate the find and develop an appropriate treatment plan for the archaeological resource, if necessary. Preservation in place will be the preferred treatment option, but if it is not feasible, treatment may include data recovery excavations to remove the resource and process the resource at a public, non-profit institution with a research interest in archaeological resources. The archaeologist will prepare a final report and all appropriate forms, which would be submitted to the Authority, and all necessary agencies.

Similarly, if human remains are encountered during the implementation of the Project, the County Coroner shall be contacted and the necessary findings as to origin shall be made. If the remains are determined to be of Native American descent, the coroner shall notify the Native American Heritage Commission, which will identify the Most Likely Descendent (MLD). The MLD may be allowed to inspect the site and recommend appropriate means for treating or disposing the remains. The MLD and Authority shall coordinate to follow the procedural requirements included in Mitigation Measure SW QUAD FULL-CULT-1C.

With implementation of Mitigation Measures SW QUAD FULL-CULT-1A, 1B, and 1C, impacts to archaeological resources would be reduced to a less-than-significant level.

2. Potentially Significant Impacts to Paleontological Resources

Paleontological resources may exist in previously undisturbed native soil and sediment associated with older Pleistocene-aged alluvium within the Airport. Thus, excavation associated with the Project may result in potentially significant impacts to paleontological resources.

a. **Findings**

Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen any potential impacts to paleontological resources. Specifically, the following measures are imposed upon the Project to ensure a less than significant impact:

Mitigation Measure SW QUAD FULL-CULT-2A: A qualified paleontologist shall be retained to develop and implement a paleontological monitoring program for construction excavations that would encounter the fossiliferous older Quaternary alluvium deposits. The paleontologist shall attend a pre-grading/excavation meeting to discuss a paleontological monitoring program. A qualified paleontologist is defined as a paleontologist meeting the criteria established by the Society for Vertebrate Paleontology. The qualified paleontologist shall supervise a paleontological monitor who shall be present during construction excavations into non-fill older Quaternary alluvium. Monitoring shall consist of visually inspecting fresh exposures of rock for larger fossil remains and, where appropriate, collecting wet or dry screened sediment samples of promising horizons for smaller fossil remains. The frequency of monitoring inspections shall be determined by the paleontologist and shall be based on the rate of excavation and grading activities, the materials being excavated (native vs. fill soils; younger vs. older Quaternary alluvium), and the depth of excavation, and if found, the abundance and type of fossils encountered. Full-time monitoring can be reduced to part-time inspections, or ceased entirely, if determined adequate by the paleontologist.

Mitigation Measure SW QUAD FULL-CULT-2B: If a potential fossil is found, the paleontological monitor shall be allowed to temporarily divert or redirect grading and excavation activities in the area of the exposed fossil to facilitate evaluation of the discovery. A buffer area of at least 25 feet, or larger as determined by the paleontologist, shall be established around the find where construction activities shall not be allowed to continue. Work shall be allowed to continue outside of the buffer area. At the paleontologist's discretion, and to reduce any construction delay, the grading and excavation contractor shall assist in removing rock samples for initial processing and evaluation. If preservation in place is not feasible, the paleontologist shall implement a paleontological salvage program to remove the resources from the project site. Any fossils encountered and recovered shall be prepared to the point of identification and catalogued before they are submitted to their final repository. Any fossils collected shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County, if such an institution agrees to accept the fossils. If no institution accepts the fossil collection, they shall be donated to a local school in the area for educational purposes. Accompanying notes, maps, and photographs shall also be filed at the repository and/or school.

Mitigation Measure SW QUAD FULL-CULT-2C: The paleontologist shall prepare a report summarizing the results of the monitoring and salvaging efforts,

the methodology used in these efforts, as well as a description of the fossils collected and their significance. The report shall be submitted by the Authority to the Natural History Museum of Los Angeles County, and other appropriate or concerned agencies to signify the satisfactory completion of the project and required mitigation measures.

b. Facts in Support of Findings

Although there are no known prehistoric archaeological resources on the site, several fossil localities have been identified near the Airport from the same sedimentary deposits that occur at an unknown depth at the Airport site. Fossil resources have been located within several miles of the Airport and have been recovered at depths of 14 to 170 feet below surface level. Since excavation for the Project may occur at a depth of 30 feet, it is possible that resources may be located in previously undisturbed native soil and sediment associated with older Pleistocene-aged alluvium at the Airport.

In order to reduce the potentially significant impacts to paleontological resources, the Authority will retain a qualified paleontologist to develop and implement a monitoring program for construction excavations that would encounter the older Quaternary alluvium deposits. During construction excavations, a paleontological monitor (supervised by the qualified paleontologist) will be present to visually inspect fresh exposures of rock for fossil remains. The paleontologist shall determine an adequate inspection schedule, as required by Mitigation Measure SW QUAD FULL-CULT-2A.

If a potential fossil is found, the paleontological monitor shall have authority to redirect excavation activities to facilitate evaluation of the discovery. A buffer shall be established and the paleontologist shall implement a salvage program to remove resources from the project site if necessary (unless preservation in place is possible). Recovered fossils shall be identified and catalogued and ultimately collected for a research institution in accordance with the procedural requirements of Mitigation Measure SW QUAD FULL-CULT-2B. Finally, in accordance with Mitigation Measure SW QUAD FULL-CULT-2C, the paleontologist shall prepare a report summarizing all the results of the monitoring and salvaging efforts.

In sum, implementation of Mitigation Measures SW QUAD FULL-CULT-2A, 2B, and 2C would reduce any potential impacts to paleontological resources to a less-than-significant level.

3. Potentially Significant Impacts to Tribal Cultural Resources

Given the evidence regarding historic water sources on the Airport site, the possibility exists that tribal cultural resources could be discovered during excavation. As such, impacts to tribal cultural resources are considered potentially significant.

a. Findings

Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen any potential impacts to tribal cultural resources. Specifically, the following measures are imposed upon the Project to ensure a less than significant impact:

Mitigation Measure SW QUAD FULL-CULT-3: The implementation of Mitigation Measures SW QUAD FULL-CULT-1A, 1B, 1C, 2A, 2B, and 2C also would apply to the discovery of any previously unknown tribal cultural resource.

b. Facts in Support of Findings

No tribal cultural resources have been identified at the Airport or in the vicinity of the Airport. Given the evidence regarding water sources, however, it is possible that excavation of the Airport site could result in the discovery of previously unknown tribal cultural resources.

Under Mitigation Measures SW QUAD FULL-CULT-1A, 1B, 1C, 2A, 2B, and 2C, the site would be monitored for the discovery of resources during excavation and construction. Any archaeological resources discovered during construction would be analyzed by the paleontological monitor and archaeologist. Moreover, construction would be halted and an appropriate buffer area would be established around the discovery. Preservation in place shall be the first treatment option, but if it is not feasible, treatment may include implementation of recovery excavations to remove the resource, process it, and analyze it. Ultimately, the resource shall be curated at a public, non-profit institution with a research interest in such materials. A final report shall be prepared to describe the resources, the treatment process, and the results of the processing, analysis, research, and evaluation.

Similarly, if human remains are encountered during the implementation of the Project, the County Coroner shall be contacted and the necessary findings as to origin of the remains shall be made. If the remains are determined to be of Native American descent, the coroner shall notify the Native American Heritage Commission, which will identify the Most Likely Descendent (MLD). The MLD may be allowed to inspect the site and recommend appropriate means for treating or disposing of the remains. The MLD and Authority shall coordinate to follow the procedural requirements included in Mitigation Measure SW QUAD FULL-CULT-1C.

With implementation of Mitigation Measure SW QUAD FULL-CULT-3, any potential impacts to tribal cultural resources would be reduced to a less-than-significant level.

4. Potentially Significant Impacts to Historic Resources

Hangar 1 and Hangar 2 in the southwest quadrant of the Airport are considered to be historic resources because they are eligible for listing at the national, state, and local levels. The Southwest Quadrant Full-Size Terminal Option envisions the possible reuse of Hangar 1 as an air cargo building, but Hangar 2 would not be reused. The potential alterations to Hangar 1 and the removal and relocation of Hangar 2 would result in a potentially significant impact to historic resources.

a. Findings

Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen any potential impacts to historic resources. Specifically, the following measures are imposed upon the Project to ensure a less than significant impact:

Mitigation Measure SW QUAD FULL-CULT-4A: If Hangar 1 is reused as an air cargo building, or other owner or tenant improvements are proposed that have the potential to materially impair the historical significance of Hangar 1, the improvements shall be designed and undertaken to comply with the Standards. Prior to designing or implementing owner or tenant improvements that have the potential to alter the identified significant character defining features of the building, the owner or tenant, as appropriate, shall engage a qualified preservation consultant to review the proposed improvements and the compatibility of new design and construction components with retained historic features. A qualified preservation consultant is an architectural historian, historic architect, or historic preservation professional who satisfies the Secretary of the Interior's Professional Qualification Standards for History, Architectural History, or Architecture, pursuant to 36 CFR 61, and has at least 10 years' experience in reviewing architectural plans for conformance to the Secretary's Standards and Guidelines. The preservation consultant shall review the final project plans for conformance to the Secretary of the Interior's Standards and prepare a memorandum commenting on the projects adherence to the Standards and pertinent preservation recommendations, if any. The memorandum shall be submitted to the City's Community Development Department for review and approval prior to project approval or issuance of a building permit, if any. The owner or tenant shall undertake and complete construction in a manner consistent with the preservation consultant's and City's recommendations, and the preservation consultant shall complete and submit a monitoring report to the City at project completion to ensure that the proposed project meets the Standards to the degree feasible and does not materially impair the historical significance of Hangar 1.

Mitigation Measure SW QUAD FULL-CULT-4B: Hangar 2 would be moved to another location on Airport property. A Relocation and Rehabilitation Plan shall be commissioned by the Authority and developed by a qualified historic preservation consultant. The Plan shall include relocation methodology recommended by the National Park Service (NPS), which are outlined in the booklet entitled "Moving Historic Buildings," by John Obed Curtis (1979). The Plan shall include an assessment of the condition of both hangars by a qualified engineer, and a shoring plan for relocation and storage, and relocation to the final site. If temporary storage is required, the storage conditions should closely follow the recommendations of *NPS Preservation Brief 31: Mothballing Historic Buildings* with regard to recommendations for structural stabilization, pest control, protection against vandalism, fire, and moisture, adequate ventilation which should be applied to the hangars at the temporary storage location to ensure the safety of the building during storage. A periodic maintenance and monitoring plan shall also be included in the Plan and implemented during the storage period in accordance with the guidance outlined in *NPS Preservation Brief 31*. The Relocation and Rehabilitation Plan shall be reviewed and approved by the project building official prior to its implementation.

Upon relocation of the hangars to the new site, any maintenance, repair, stabilization, rehabilitation, preservation, conservation, or reconstruction work performed in conjunction with the relocation of the hangars shall be undertaken in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Properties. In addition, a plaque describing the date of the move and the original location shall be placed in a visible location on each of the hangars. The removal, storage, relocation and rehabilitation process shall be monitored by a qualified historic preservation consultant at key intervals to ensure conformance with the Standards and NPS guidelines. The preservation consultant shall also be available to provide technical expertise to reduce potential impacts to historical resources from unforeseen circumstances.

Mitigation Measure SW QUAD FULL-CULT-4C: Prior to the issuance of a relocation permit for the Hangar 2, a recordation document in accordance with Historic American Buildings Survey (HABS) Level II requirements shall be completed for the existing buildings. The HABS document shall be prepared by a qualified architectural historian or historic preservation professional. This document shall include a historical narrative on the architectural and historical importance of Hangar 2, and record the existing appearance of Hangar 2 in professional large format HABS photographs. The building exteriors, representative interior spaces, character-defining features, as well as the setting and contextual views shall be documented. All documentation components shall be completed in accordance with the Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation (HABS standards). Original archivally-sound copies of the report shall be submitted to the HABS collection at the Library of Congress, and SCCIC, California State University, Fullerton, CA. Non-archival copies will be distributed to the City of Burbank and Burbank Public Library. In addition, any existing and available design and/or as-built drawings shall be compiled, reproduced, and incorporated into the recordation document.

Mitigation Measure SW QUAD FULL-CULT-4D: A permanent metal plaque will be affixed to the primary elevation of the relocated Hangar 2 or a marker will be imbedded in the pavement in front of the relocated Hangar 2, which briefly explains the relocation of the hangar and its original site.

b. Facts in Support of Findings

Under the proposed Southwest Quadrant Full-Size Terminal Option, Hangar 1 possibly would be reused as an air cargo building. Hangar 2, however, would be removed and relocated elsewhere on Airport property, if this development option is chosen. Since these hangars are considered historic resources, the removal and relocation of Hangar 2 would constitute potentially significant impacts to historic resources.

In order to reduce impacts to a less than significant level, the Authority will impose Mitigation Measures SW QUAD FULL-CULT-4A, 4B, 4C, AND 4D. Under Mitigation Measure SW QUAD FULL-CULT-4A, the reuse and improvement of Hangar 1 would be designed and undertaken to comply with the Secretary of the Interior's Standards. Any proposed improvements that would alter the identified significant character defining features of Hangar 1 would be reviewed by a qualified preservation consultant. The consultant shall review the project plans and prepare a memorandum commenting on the project and recommending strategies to comply with necessary standards. The City's Office of Historic Resources shall review and approve the memo before building permits are issued. The preservation consultant will complete and submit a monitoring report at project completion to ensure that the proposed project meets the Standards to the degree feasible and does not materially impair the historical significance of Hangar 1.

Under the Southwest Quadrant Full-Size Terminal Option, Hangar 2 would be moved to another location on Airport property in accordance with Mitigation Measure SW QUAD FULL-CULT-4B. The Authority would develop a Relocation and Rehabilitation Plan, in cooperation with a qualified historic preservation consultant, to comply with National Park Service (NPS) recommendations for relocation of historic resources. In addition, the Plan would assess the condition of Hangar 2, and include a shoring plan for storage and relocation. The building official shall review and approve the Relocation and Rehabilitation Plan prior to its implementation.

In relocating Hangar 2, any work performed will be consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties. In addition, a plaque describing the Hangar, and its removal and relocation, will be placed in accordance with Mitigation Measure SW QUAD FULL-CULT-4D. The involvement of a historic preservation consultant in this process will ensure that all work complies with the Secretary of the Interior's Standards and NPS Guidelines.

Moreover, prior to the relocation of Hangar 2, a recordation document shall be completed in accordance with the Historic American Buildings Survey (HABS) Level II requirements. This document shall be prepared by a qualified professional and shall include the required information, as stated in Mitigation Measure SW QUAD FULL-CULT-4C. The original copies of the report shall be submitted to the HABS collection and other institutions, as described in Mitigation Measure SW QUAD FULL-CULT-4C. The City and the Burbank Public Library also shall receive copies of the document. Finally, any existing and available design and/or as-built drawings shall be compiled, reproduced, and incorporated into the document.

For the reasons discussed in Section 3.6, Cultural Resources, of the Final EIR, with implementation of Mitigation Measures SW QUAD FULL-CULT-4A, 4B, 4C, and 4D, the proposed Project would result in less than significant impacts after mitigation with regard to historic resources.

D. HAZARDS AND HAZARDOUS MATERIALS

1. Potentially Significant Impacts related to the Transport, Use, and Disposal of Hazardous Materials

The Project would involve the removal of asbestos containing materials (ACMs) and lead-based paint (LBP). In light of the possibility of exposure to ACMs and LBP, impacts related to the transport, use, and disposal of hazardous materials are considered potentially significant.

a. Findings

Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen any potential impacts regarding the transport, use, and disposal of hazardous materials. Specifically, the following measures are imposed upon the Project to ensure a less than significant impact:

Mitigation Measure SW QUAD FULL-HAZ-1A: The removal of ACMs would be subject to SCAQMD and Cal-OSHA requirements to ensure proper handling, notification, and disposal and would be performed by a licensed asbestos abatement contractor. Prior to any interior demolition or renovation within the buildings containing ACMs, an Asbestos Operations and Management Plan (Asbestos O&M Plan) would be implemented to manage in place any ACMs during demolition activities. The Asbestos O&M Plan would address building cleaning, maintenance, renovation, and general operation procedures to minimize exposure to asbestos. An asbestos survey would be performed prior to demolition. The survey would include the inspection, identification and quantification of all friable and Class I and Class II non-friable asbestos containing materials and physical samplings. Removal procedures could include: HEPA filtration, glovebag, adequate wetting, dry removal or another approved alternative. All ACWM would be collected and placed in transparent, leak-tight containers or wrapping. All ACWM would be contained in leak tight containers, labeled appropriately, transported and disposed of in accordance with applicable rules and regulations.

Mitigation Measure SW QUAD FULL-HAZ-1B: Prior to demolition activities involving any areas known to contain lead-based paint, the Project applicant would follow all procedural requirements and regulations for its proper removal and disposal. The removal of LBP would be subject to Cal-OSHA requirements to ensure proper handling, notification, and monitoring and would be performed by a licensed LBP abatement contractor. All trucks transporting lead-based waste would be covered or enclosed. All lead-based waste material would be contained properly, labeled appropriately, transported and disposed of in accordance with applicable rules and regulations.

b. Facts in Support of Findings

Existing Terminals A and B, as well as Buildings 9 and 10, are known to contain ACMs. All ACMs found at the existing terminal appear to be in good to fair condition or encapsulated. Nonetheless, since the Project would require demolition of Terminals A and B, ACMs would be disturbed during construction. In order to reduce impacts related to the removal of ACMs, Mitigation Measure SW QUAD FULL-HAZ-1A requires the development of an Asbestos Operations and Management Plan. In addition, a licensed asbestos abatement contractor would perform all proper handling, notification, and disposal of ACMs. The contractor would conduct a pre-demolition inspection and remove all asbestos in accordance with the requirements of Mitigation Measure SW QUAD FULL-HAZ-1A so that ACMs are labeled appropriately, transported, and disposed of in accordance with all applicable rules and regulations.

Lead-based paint (LBP) was located during sampling in 2011 in Building 34 drywall, metal hangar frame, walls, and pipes, as well as in yellow traffic striping paint. In order to address the existence of LBP, the Authority will implement the requirements of Mitigation Measure SW QUAD FULL-HAZ-1B. As such, the Authority will follow all rules and regulations, including Cal-OSHA requirements, regarding the proper removal and disposal of LBP. All trucks transporting LBP waste will be covered or enclosed. Finally, all such waste materials will be properly labeled, transported, and disposed of, in accordance with applicable rules and regulations.

As described above, the Project potentially would involve the transport, use, and disposal of hazardous materials, including ACMs and LBP. However, implementation of Mitigation Measures SW QUAD FULL-HAZ-1A and 1B, as well as compliance with applicable regulatory requirements, would prevent persons from being exposed to a substantial risk from the release of hazardous materials or to health hazards in excess of regulatory standards associated with asbestos and lead-containing materials. Therefore, impacts associated with the transport, use, or disposal of hazardous materials would be reduced to a less-than-significant level. Further, Project Design Feature HAZ-4 provides as follows:

PDF-HAZ-4: The final design of the replacement passenger terminal shall include necessary consideration of vapor intrusion strategies and/or technologies as warranted, based upon a refined review of existing soil gas survey data and relevant data collected during construction in accordance with SCAQMD Rule 1166 (PDF-HAZ-2) and PDF-HYDRO-2.HAZ-2, HYDRO-3

Incorporation of these features into the Project will ensure that there are no impacts related to vapor intrusion.

E. NOISE

1. Potentially Significant Impacts related to Construction-Related Vibration

The Project potentially would have temporary vibration-related impacts during the construction period due to the proximity of Hangar 1, a historic resource. Thus, construction-related vibration impacts are considered potentially significant.

a. **Findings**

Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen any potential impacts regarding construction-related vibration. Specifically, the following measures are imposed upon the Project to ensure a less than significant impact:

Mitigation Measure SW QUAD FULL-NOISE-1: The Authority would require the use of less-intensive equipment for pavement removal and construction in the area near Hangar 1, such as the hand chisel and concrete saw.

b. **Facts in Support of Findings**

The closest residential land uses from the southwest quadrant site are located 450 feet from the project. The vibration impacts on those residential land uses are not anticipated to exceed the significance threshold. However, Hangar 1 is immediately adjacent to an area where pavement would be removed. Since Hangar 1 is a historic resource, and thereby considered a sensitive receptor, vibration impacts on Hangar 1 need to be considered. According to Table 3.13-9 of the EIR, the use of a jackhammer in the area adjacent to Hangar 1 would have a construction-related vibration effect on Hangar 1.

In order to mitigate this potentially significant impact, the Authority would impose Mitigation Measure SW QUAD FULL-NOISE-1, which requires the use of less-intensive equipment for pavement removal and construction in the area adjacent to Hangar 1. With the use of less-intensive equipment, such as a hand chisel and concrete saw, the vibration impacts will be reduced to a level below the threshold of .25 PPV. Therefore, with the implementation of Mitigation Measure SW QUAD FULL-NOISE-1, construction-related vibration impacts would be reduced to a less-than-significant level.

F. TRAFFIC AND TRANSPORTATION

1. Potentially Significant Impacts to Unsignalized Intersections

The Project would result in potentially significant traffic impacts at the unsignalized intersection of Hollywood Way and San Fernando Boulevard Ramps during both the morning and afternoon peak hours under existing year 2016 conditions plus project, and under both the 2023 and 2025 conditions plus project.

a. **Findings**

Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen any potential impacts to unsignalized intersections. Specifically, the following measure is imposed upon the Project to ensure a less than significant impact:

Mitigation Measure SW QUAD FULL-TRANS-2: The intersection of Hollywood Way and San Fernando Boulevard Ramps could be fully mitigated by reconfiguring the intersection with traffic signal control and adding a second eastbound right-turn lane. The traffic signal control could be limited to the southbound side of Hollywood Way, as there is a raised median dividing the northbound and southbound sides of Hollywood Way and the northbound side does not have any conflicting vehicle movements. As part of the improvement, the Hollywood Way southbound ramp from San Fernando Boulevard would remain two lanes for its entire length rather than merging to one before reaching Hollywood Way, and would be realigned within the existing right-of-way to approach Hollywood Way at a 90-degree angle.

b. **Facts in Support of Findings**

For unsignalized intersections, the significance threshold for Project-related increases depends on the percentage change in vehicle trips through an intersection or alternatively, the number of new vehicle trips through an intersection. According to the City of Burbank thresholds, as used by the Authority in its environmental analysis, for unsignalized intersections operating at LOS D, the change from Project impacts will be considered significant if the Project causes a change equal to or greater than 2 percent of total trips for that intersection. Similarly, the threshold for intersections operating at LOS E is a change equal to or greater than 1 percent of total trips. For intersections operating at LOS F, the threshold is a change of 5 or more Project-related trips.

Even under existing year 2016 conditions, the Project impact to the unsignalized intersection at Hollywood Way and San Fernando Boulevard Ramps would be considered significant. As stated in Table 3.17-17, that intersection, already operating at LOS F, is expected to have an additional 32 trips in the AM peak hour and an additional 33 trips in the PM peak hour, which exceeds the threshold of 5 new trips for LOS F intersections.

The same result occurs for both the 2023 and 2025 conditions plus project, as included in Tables 3.17-18 and 3.17-19 in the EIR. Thus, the change in trips would exceed the relevant significance thresholds during both the morning and afternoon peak hours in 2023 and 2025. Thus, under all three timeframes, the Project would result in potentially significant impacts at the unsignalized intersection of Hollywood Way and San Fernando Boulevard Ramps.

The application of Mitigation Measure SW QUAD FULL-TRANS-2, however, would reduce those impacts to less-than-significant levels. Since the City has indicated its

commitment to cooperate in the implementation of Mitigation Measure SW QUAD FULL-TRANS-2, these potential impacts to unsignalized intersections are considered less-than-significant.

2. Potentially Significant Impacts related to Construction-Related Traffic

The Project potentially would have temporary traffic impacts at up to 8 different intersections during Phase 1 and up to 7 different intersections during Phase 2. Thus, construction-related traffic impacts are considered potentially significant.

a. **Findings**

Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen any potential impacts regarding construction-related traffic. Specifically, the following measure is imposed upon the Project to ensure a less than significant impact:

Mitigation Measure SW QUAD FULL-TRANS-6: A detailed Construction Management Plan, including street closure information, a detour plan, haul routes, and a staging plan, would be prepared and submitted to the City for review and approval. The Construction Management Plan would formalize how construction would be carried out and identify specific actions that would be required to reduce effects on the surrounding community.

The Construction Management Plan shall be based on the nature and timing of the specific construction activities and other projects in the vicinity of the project site, and may include, but not be limited to, the following elements, as appropriate:

- Adequate parking would be provided for construction workers at all time, and construction workers would be prohibited from parking on nearby residential streets; if remote parking is used, shuttles would be provided to take workers to and from the construction site.
- Temporary traffic control would be provided during any construction activities adjacent to public rights-of-way to improve safety and traffic flow on public roadways.
- Construction activities would be scheduled to reduce the effect of worker traffic on surrounding arterial streets during peak hours.
- Construction-related vehicles would not park on surrounding public streets.
- Construction-related deliveries, haul trips, etc., would be scheduled so as to occur outside the commuter peak hours to the extent feasible.
- Haul and delivery vehicles would be routed to reduce travel on congested streets and to avoid residential areas.

b. Facts in Support of Findings

As stated in Table 3.17-20 of the EIR, a number of intersections would be impacted by construction-related traffic. Although such impacts would be temporary, they are considered potentially significant impacts.

Mitigation Measure SW QUAD FULL-TRANS-6 requires the preparation and approval of a detailed Construction Management Plan (Plan). The Plan, to be approved by the City, would include street closure information, a detour plan, haul routes, and a staging plan. In addition, the Plan would identify specific actions required to reduce impacts on the community surrounding the Airport and the construction site. As appropriate for specific construction activities, the Plan may include a number of elements as stated in Mitigation Measure SW QUAD FULL-TRANS-6, including adequate parking arrangements for construction workers and prohibitions against parking on nearby residential streets. The Plan would also address temporary traffic controls to improve safety and traffic flow on public roadways. Construction-related vehicles would be prohibited from parking on surrounding public streets, and delivery vehicles would be routed in ways to reduce traffic congestion and avoid impacts to residential areas.

With the implementation of Mitigation Measure SW QUAD FULL-TRANS-6 and the development of a Construction Management Plan approved by the City, the impacts associated with construction-related traffic would be reduced to less-than-significant level.

VI. Significant and Unavoidable Impacts

In the area of air quality, there are instances where environmental impacts would remain significant and unavoidable even after mitigation. These areas are described below.

A. AIR QUALITY

1. Violation of Operational Air Quality Standards

Operation of both the existing and proposed uses at the Airport has the potential to create air quality impacts. Such impacts result from vehicle trips to and from the site, vehicles traveling on the Airport property for parking or for passenger pick-up and drop-off, from building energy usage, aircraft landings and take offs (LTOs), taxiing, and other aircraft supporting equipment. The net change in operational-related daily emissions for the criteria and precursor pollutants would exceed the SCAQMD regional thresholds for VOCs, NO_x, and CO.

a. Findings

Changes or alterations have been required in, or incorporated into, the Project to lessen operational air quality impacts. Nonetheless, the proposed Project is anticipated to have a significant impact. There are no feasible mitigation measures that would reduce potentially significant operational air quality impacts to a less than significant level and no feasible measures, other than those listed below, which would reduce this impact to any material extent:

Mitigation Measure SW QUAD FULL-AIR-3: Regional emissions of VOC and NO_x would exceed the SCAQMD threshold due to the increased emissions from aircraft LTOs and taxiing. The increase in aircraft LTOs and taxiing would occur with or without implementation of the project under the future No Project condition. In addition, emissions associated with aircraft are under the jurisdiction of the FAA. The Authority has no ability to regulate aircraft emissions. The project would implement PDF-AIR-1 to minimize emissions associated with building energy use and mobile sources.

b. Facts in Support of Findings

As indicated in Table 3.4-13 of the Final EIR, regional emissions of VOCs, NO_x, and CO are expected to increase from aircraft LTOs and taxiing in the coming years. The increased emissions are expected to exceed SCAQMD thresholds, both with and without the Project.

In order to reduce emissions to the greatest extent possible, the Project will implement feasible design features to minimize emissions through building energy use and mobile sources (see PDF-AIR-1 in the EIR). PDF-AIR-1 lists a number of green building measures that would be applied to the Project.

In part, the replacement terminal would be designed and operated to meet or exceed the Title 24, Part 11 (CALGreen) Tier 1 standards. The replacement terminal also would optimize energy performance and reduce building energy costs by at least 15 percent for new commercial construction, as compared to the Title 24, Part 6 standards. In addition, the Project would designate a minimum of 10 percent of onsite employee parking for carpool and/or low-emitting or fuel-efficient vehicles. The Authority also will provide incentives for employee use of public transportation. By pre-wiring, or installing conduit and panel capacity for, electric vehicle charging stations for a minimum of 5 percent of onsite relocated parking spaces, the Project also will encourage the use of electric vehicles. Fifty of those spaces would be installed with electric vehicle charging stations upon the opening of the replacement terminal. Together with the many others listed in PDF-AIR-1, these measures would reduce emissions associated with building energy and mobile sources to the extent feasible.

The Authority also finds that mitigation measures proposed by the Southern California Air Quality Management District (SCAQMD) are not feasible, as stated in the Appendix N to the Final EIR (Draft EIR Comments and Responses to Comments). As such, the Authority hereby rejects such proposed mitigation measures. Specifically, SCAQMD proposed that the Authority provide incentives to encourage public transportation and carpooling (e.g., through internal retail and restaurant discounts). The Authority has committed to other programs (e.g., the shuttle to a possible new Metrolink station) to encourage the use of public transportation, as well as programs to encourage employees to use public transportation, but the Airport does not have the authority to require merchants and vendors to provide incentives for public transportation users and carpools. There are no additional feasible mitigation measures that would achieve a substantially greater increase in public transportation passenger trips.

SCAQMD also proposed a mitigation measure encouraging or incentivizing airlines to route the cleanest aircraft engines to serve the South Coast Air Basin. Since the Authority does

not have the ability to require airlines to use specific aircraft to serve the Airport or establish emissions standards for aircraft serving the Airport, this proposed mitigation measure is infeasible. Similarly, SCAQMD recommended that the Authority require that all ground support equipment (GSE) utilize zero/near zero emission technology. Again, the Authority does not have the ability to impose such a requirement on the airlines. The Authority encourages airlines to use less polluting GSE, but it does not have the authority to require the use of such zero emission vehicles. As such, these proposed mitigation measures are not feasible and are hereby rejected.

The above-mentioned Project features will reduce expected emissions for VOCs, CO, and NO_x, but no feasible mitigation is available to reduce impacts to a less than significant level. As such, impacts regarding operational air quality standards would remain significant and unavoidable.

2. Project-Generated Criteria Pollutant Emissions

The Project is expected to generate total criteria pollutant emissions that exceed the SCAQMD Regional Emissions Significance Thresholds for VOC, CO, and NO_x, which would potentially contributed to the Basin's nonattainment of national and state standards for O₃. As such, impacts to non-attainment criteria pollutants are considered potentially significant.

a. **Findings**

Changes or alterations have been required in, or incorporated into, the Project to lessen impacts regarding Project-related criteria pollutants. Nonetheless, the proposed Project is anticipated to have a significant impact. There are no feasible mitigation measures that would reduce potentially significant impacts to criteria pollutants to a less than significant level and no feasible measures, other than those listed below, which would reduce this impact to any material extent:

Mitigation Measure SW QUAD FULL-AIR-4: Regional emissions of VOC and NO_x would exceed the SCAQMD threshold due to the increased emissions from aircraft LTOs and taxiing. The increase in aircraft LTOs and taxiing would occur with or without implementation of the project under the future No Project condition. In addition, emissions associated with aircraft are under the jurisdiction of the FAA. The Authority has no ability to regulate aircraft emissions. The project would implement PDF-AIR-1 to minimize emissions associated with building energy use and mobile sources.

b. **Facts in Support of Findings**

The South Coast Air Basin is considered to be in "nonattainment" for O₃ (for both the 1-hour and 8-hour standard), as well as for PM₁₀, and PM_{2.5} (24 hour and annual). As shown in Table 3.4-13 of the EIR, Project operation would exceed the SCAQMD indicators for emissions of NO_x, VOCs, and CO. As a result, Project operations would potentially contribute to the Basin's nonattainment of national and state standards for O₃.

The VOC and NO_x exceedances are due to the increase in emissions from aircraft LTOs and taxiing relative to existing conditions. The increase in aircraft LTOs and taxiing would occur with or without implementation of the Project.

In order to reduce emissions of VOCs and NO_x to the maximum extent feasible, and therefore reduce the increase in criteria pollutants for which the Air Basin is in “nonattainment,” the Authority will implement Mitigation Measure SW QUAD FULL-AIR-4. As described above, that mitigation measure will reduce the emissions from both building energy use and mobile sources. As no feasible mitigation is available to reduce impacts to a less-than-significant level, however, impacts would be considered significant and unavoidable.

3. Generation of Toxic Air Contaminants

The Project is expected to generate toxic air contaminants during the operational phase, which would be considered a potentially significant impact.

a. **Findings**

Changes or alterations have been required in, or incorporated into, the Project to lessen impacts regarding Project-related toxic air contaminants. Nonetheless, the proposed Project is anticipated to have a significant impact. There are no feasible mitigation measures that would reduce potentially significant impacts to toxic air contaminants to a less than significant level and no feasible measures, other than those listed below, which would reduce this impact to any material extent:

Mitigation Measure SW QUAD FULL-AIR-7: Operational TAC impacts would exceed the SCAQMD threshold due to the relocation of emissions sources such as aircraft taxiing, GSE, and auxiliary power units. Emissions associated with aircraft are under the jurisdiction of the FAA. The Authority has no ability to regulate aircraft emissions. The Authority would implement the following mitigation measure to reduce GSE-related TAC emissions.

The Authority would require the installation of commercially available diesel particulate matter filters (DPFs) for those classes and categories of Ground Support Equipment (GSE) that CARB has verified that DPFs are technically feasible and do not pose a safety or reliability problem. This measure does not apply to specific GSE if it is scheduled to be replaced or converted within 36 months after the opening of the replacement terminal to meet the USEPA Tier 3 standards or better or the Zero Emissions Vehicle (ZEV) standard as set forth in the California Exhaust Emission Standards and Test Procedures for 2003 and Subsequent Model Zero-Emission Vehicles, and 2001 and Subsequent Model Hybrid Electric Vehicles, in the Passenger Car, Light-Duty Truck and Medium-Duty Vehicle Classes or is certified to meet applicable ZEV standards in Title 13 of the California Code of Regulations. This measure does not apply to specific GSE if it operates for less than 200 hours per year.

b. Facts in Support of Findings

According to the health risk assessment conducted for the Southwest Quadrant options, there is a potentially significant carcinogenic risk for sensitive receptors related to Toxic Air Contaminants (TACs). Given the proximity of residential uses to the south of the Southwest Quadrant terminal site and the prevailing wind patterns in the area, dispersal of TACs in the direction of those residential uses would increase, resulting in an incremental increase in carcinogenic risk above the significance threshold. Thus, impacts would be considered significant.

Emissions associated with aircraft are under the jurisdiction of the FAA. The Authority does not have the ability to regulate aircraft emissions. Nonetheless, the Authority would impose and implement Mitigation Measure SW QUAD FULL-AIR-7 to reduce TAC emissions from ground support equipment to the maximum extent possible. As no feasible mitigation is available to reduce impacts to a less-than-significant level, however, impacts from toxic air contaminants would be considered significant and unavoidable.

4. Cumulative Air Quality Impacts

Operation of both the existing and proposed uses at the Airport has the potential to create air quality impacts. Such impacts result from vehicle trips to and from the site, vehicles traveling on the Airport property for parking or for passenger pick-up and drop-off, from building energy usage, aircraft landings and take offs (LTOs), taxiing, and other aircraft supporting equipment. The net change in operational-related daily emissions for the criteria and precursor pollutants would exceed the SCAQMD regional thresholds for VOCs, NO_x, and CO.

a. Findings

Changes or alterations have been required in, or incorporated into, the Project to lessen cumulative air quality impacts. Nonetheless, the proposed Project is anticipated to have a significant impact. There are no feasible mitigation measures that would reduce potentially significant cumulative air quality impacts to a less than significant level and no feasible measures, other than those listed below, which would reduce this impact to any material extent:

Mitigation Measure SW QUAD FULL-AIR-9: Regional emissions of VOC and NO_x would exceed the SCAQMD threshold due to the increased emissions from aircraft LTOs and taxiing. The increase in aircraft LTOs and taxiing would occur with or without implementation of the project under the future No Project condition. In addition, emissions associated with aircraft are under the jurisdiction of the FAA. The Authority has no ability to regulate aircraft emissions. The project would implement PDF-AIR-1 to minimize emissions associated with building energy use and mobile sources.

b. Facts in Support of Findings

A significant cumulative air quality impact may occur if a project would add a cumulatively considerable contribution of a federal or State nonattainment pollutant. As

described in Section 3.4 of the EIR, the Southwest Quadrant Full-Size Terminal Option would exceed the SCAQMD regional thresholds for VOCs, NOx, and CO relative to existing conditions, which would contribute to the increase in ozone. This increase would occur with or without Project implementation. Nonetheless, a project's incremental contribution to cumulative air quality impacts is determined based on compliance with the SCAQMD adopted 2012 Air Quality Management Plan. As described in the EIR, the Project would not conflict with or obstruct implementation of the AQMP.

However, cumulative air quality impacts may also be based on peak daily operation-related emissions. Given that those emissions would exceed the SCAQMD thresholds relative to existing conditions for nonattainment pollutants and precursors, impacts would be considered cumulatively considerable.

Finally, cumulative air quality impacts also may be based on generation of toxic air contaminants. In this instance, cumulative TAC impacts would occur based on the health risk calculations related to exposure to TAC emissions. Even though the growth in passengers – and therefore the increase in TAC emissions – would occur with or without the Project, the Southwest Quadrant Full-Size Terminal Option would result in a significant project-level TAC impact. As such, the cumulative TAC impact is considered to be cumulatively significant, and the Project's contribution is cumulatively considerable.

The Authority would impose Mitigation Measure SW QUAD FULL-AIR-9 to reduce cumulative impacts as much as possible. As no feasible mitigation is available to reduce impacts to a less-than-significant level, however, cumulative air quality impacts would be considered significant and unavoidable.

EXHIBIT C

Findings and Facts in Support of Findings (Southwest Quadrant Same-Size Terminal Option)

I. Introduction.

The California Environmental Quality Act (“CEQA”) and the State CEQA Guidelines (the “Guidelines”) provide that no public agency shall approve or carry out a project for which an environmental impact report has been certified which identifies one or more significant effects on the environment that will occur if a project is approved or carried out unless the public agency makes one or more of the following findings:

1. Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects identified in the EIR.
2. Such changes or alterations are within the responsibility of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
3. Specific economic, social, or other considerations make infeasible the mitigation measures or project alternatives identified in the EIR.³

Pursuant to the requirements of CEQA, the Commission hereby makes the following environmental findings in connection with the proposed Project. These findings are based upon evidence presented in the record of these proceedings, both written and oral, the DEIR, and all of its contents, the Comments and Responses to Comments on the EIR, and staff and consultants’ reports presented through the hearing process, which collectively comprise the Final EIR.

II. Project Objectives.

As set forth in the EIR, the proposed Project is intended to achieve a number of objectives (the “Project Objectives”), as follows:

- A. Enhance airport safety by building a replacement passenger terminal that meets FAA airport design standards.
- B. Build a replacement passenger terminal that meets California seismic safety design standards.
- C. Consolidate passenger and baggage screening functions to more efficiently meet Transportation Security Administration (TSA) security requirements.
- D. Build a replacement passenger terminal that meets Americans with Disability Act (ADA) standards.

³ Cal. Pub. Res. Code § 21081; 14 Cal. Code Regs. § 15091.

- E. Build a replacement passenger terminal that consolidates air facilities (including passenger, tenant and Authority facilities) into a single terminal building.
- F. Provide a new, modern, energy-efficient passenger terminal with no change in the number of gates or in the total number of public parking spaces for commercial passengers.
- G. Provide an economical and cost-effective facility for the Airport tenants that use the passenger terminal.
- H. Provide a passenger terminal with a level of convenience that is equivalent to or exceeds that of the existing passenger terminal.
- I. Provide a distinctive passenger terminal that enhances the community image and sense of place.
- J. Provide intermodal connectivity between the replacement passenger terminal and the various fixed-rail and bus options located near the Airport.
- K. Improve the airfield to maximize the safety and efficiency of aircraft movements on the ground.

III. Background

The Burbank Bob Hope Airport currently has an existing 14-gate, 232,000-square-foot passenger terminal, located east of the Airport's primary departure runway and south of the Airport's primary arrival runway. The proposed Project would replace the existing terminal with a 14-gate passenger terminal no larger than 232,000 square feet that meets current California seismic design and FAA airport design standards. The replacement passenger terminal would be developed in accordance with modern design standards to provide enhanced passenger amenities; security screening facilities that meet the latest TSA requirements; and other airport facilities (including holdrooms, baggage claim areas, and public areas) that are designed and sized for the kinds of aircraft the airlines routinely operate.

The Authority is considering three development options for the proposed project, each of which is described in the Project Description in the EIR, and each of which is analyzed at a project level of detail in the Project Description in the EIR. The three development options are the Adjacent Property Full-Size Terminal Option, the Southwest Quadrant Full-Size Terminal Option, and the Southwest Quadrant Same-Size Terminal Option. This Exhibit C sets forth the findings regarding the potential impacts of the Southwest Quadrant Same-Size Terminal Option. For purposes of the findings in this Exhibit C, the term "Project" refers to the Southwest Quadrant Same-Size Terminal Option, unless the context suggests otherwise.

IV. Effects Determined to be Less Than Significant without Mitigation in the EIR.

The EIR found that the proposed Project would have no impact or a less than significant impact without the imposition of mitigation on a number of environmental topic areas listed below. For some of these environmental topics, regulatory measures will be imposed as mitigation measures and are detailed in the Project Design Features and Mitigation Monitoring and Reporting Program, and will have the effect of ensuring that the less than significant impacts remain less than significant. A no impact or less than significant environmental impact

determination was made for each of the following topic areas listed below, based on the more expansive discussions contained in the Final EIR.

A. AESTHETICS

1. The Project will not have a substantial adverse effect on a scenic vista.
2. The Project will not substantially degrade the existing visual character or quality of the site and its surroundings.
3. The Project will not create a new source of substantial light or glare that would adversely affect day or nighttime views in the area.
4. The Project will not result in cumulatively considerable aesthetic impacts.

B. AGRICULTURE

1. The Project will not convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural uses.
2. The Project will not conflict with existing zoning for agricultural use, or a Williamson Act contract.
3. The Project will not conflict with existing zoning for, or cause rezoning of, forest land, timberland, or timberland zoned Timberland Production.
4. The Project would not result in the loss of forest land or conversion of forest land to non-forest use.
5. The Project will not result in a substantial contribution to cumulative impacts on agricultural or forestry resources.

C. AIR QUALITY

1. The Project will not conflict with or obstruct implementation of the applicable air quality plan.
2. The Project will not violate any air quality standard or contribute substantially to an existing or projected air quality violation during the construction phase.
3. The Project will not expose sensitive receptors to substantial pollutant concentrations – i.e., greater than localized significance thresholds.
4. The Project will not contribute to an exceedance of CO standards.
5. The Project would not create objectionable odors affecting a substantial number of people.

D. BIOLOGICAL RESOURCES

1. The Project will not have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service.
2. The Project will not have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service.
3. The Project will not have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means.
4. The Project will not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.
5. The Project will not cause cumulative impacts to biological resources.

E. CULTURAL RESOURCES

1. The Project will not cause cumulative impacts to cultural resources.

F. ENERGY CONSERVATION

2. The Project will not have any impacts regarding energy conservation, pursuant to Public Resources Code 21100(b)(3) and Appendix F of the CEQA Guidelines.
3. The Project's energy requirements and its energy use efficiencies will not have significant impacts by amount or fuel type for each stage of the Project, including construction, operation, maintenance, and/or removal.
4. The Project will not have any significant effects on local or regional energy supplies or on requirements for additional capacity.
5. The Project will not have any significant effects on peak or base period demands for electricity or other forms of energy.
6. The Project will not have any significant impacts on existing energy standards.
7. The Project will not have any significant impacts to energy resources.

8. The Project's projected transportation energy use and overall use of efficient transportation alternatives will not result in a significant impact to energy conservation.
9. The Project will not have any unavoidable adverse effects that may include wasteful, inefficient, or unnecessary consumption of energy during the Project's construction, operation, maintenance, or removal.

G. GEOLOGY AND SOILS

1. The Project will not expose people or structures to surface rupture.
2. The Project will not expose people or structures to strong seismic ground shaking, ground failure or liquefaction.
3. The Project will not result in substantial soil erosion or loss of topsoil.
4. The Project will not result in unstable soils.
5. The Project will not be located on expansive or corrosive soils.
6. The Project will not result in cumulative geology or soils impacts.

H. GREENHOUSE GAS EMISSIONS

1. The Project will not generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment.
2. The Project will not conflict with any applicable plan, policy, or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases.

I. HAZARDS AND HAZARDOUS MATERIALS

1. The Project will not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.
2. The Project will not emit hazardous emissions or handle hazardous or acutely hazardous materials substances or waste within one-quarter mile of an existing or proposed school.
3. The Project will not be located on a site which is included on the list of hazardous materials sites, and therefore will not create a significant hazard to the public or the environment.
4. As a project located within an airport land use plan, the Project will not result in a safety hazard for people residing or working in the project area.

5. The Project will not impair the implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan.
6. The Project will not expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands.
7. The Project will not have cumulative impacts related to hazards and hazardous materials.

J. HYDROLOGY AND WATER QUALITY

1. The Project will not violate any water quality standards or waste discharge requirements.
2. The Project will not substantially deplete groundwater supplies or interfere substantially with groundwater discharge.
3. The Project will not substantially alter the existing drainage pattern of the site or area.
4. The Project will not substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site.
5. The Project will not create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff.
6. The Project will not otherwise substantially degrade water quality.
7. The Project will not place housing with a 100-year flood hazard area or flood hazard delineation map, nor would it place structures within a 100-year flood hazard area that would impeded or redirect flood flows.
8. The Project will not expose people or structures to significant risk of loss, injury, or death involving flooding.
9. The Project will not have cumulative impacts to hydrology and water quality.

K. LAND USE AND PLANNING

1. The Project will not physically divide an established community.
2. The Project will not conflict with the City's General Plan, or other adopted land use plan, policy or regulation that applies to the Project site and is adopted for the purpose of avoiding or mitigating an environmental effect.

3. The Project will not cause any cumulative impacts that divide an established community.

L. MINERAL RESOURCES

1. The Project will not result in the loss or availability of a known mineral resource that would be of value to the region and residents of the State.
2. The Project will not result in the loss or availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan.
3. The Project will not result in cumulative impacts to mineral resources or facilities.

M. NOISE

1. The Project will not result in a substantial increase in aircraft noise.
2. The Project will not result in noise from on-site project construction activities that exceeds the exterior ambient noise level by 5 dBA or more at a noise-sensitive use, as measured at the property line of any sensitive use.
3. The Project will not result in noise from off-site project construction traffic that exceeds the exterior ambient noise level by 5 dBA or more at a noise-sensitive use, as measured at the property line of any sensitive use. As stated in PDF-NOISE-1 in the EIR, the Project's construction activities generally will be limited per the Burbank2035 General Plan. Due to the nature of the Project and the challenges of building at an operating airport, however, construction of airfield improvements may occur up to 24 hours a day. Despite the potential for nighttime airfield construction activities, noise levels would remain below the identified thresholds of significance.
4. The Project will not result in noise from Project-related traffic that would cause ambient noise levels to increase by 5 dBA, CNEL or more.
5. The Project will not substantially contribute to cumulative noise impacts.

N. POPULATION AND HOUSING

1. The Project will not induce substantial population growth in an area, either directly or indirectly.
2. The Project will not displace substantial numbers of existing housing nor displace substantial numbers of people, necessitating the construction of replacement housing elsewhere.

3. The Project will not have cumulative impacts on employment, population, and housing.

O. PUBLIC SERVICES

1. The Project will not result in a substantial increase in fire protection or police protection services as a result of construction activities.
2. The Project will not result in a substantial increase in demand for fire protection services.
3. The Project will not result in a substantial increase in demand for police protection services.
4. The Project will not result in a substantial increase in the demand for school services.
5. The Project will not result in any cumulative impacts related to public services.

P. RECREATION

1. The Project will not increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of any facilities would occur or be accelerated.
2. The Project will not result in the need to construct or expand recreational facilities to accommodate an increase in demand for recreational facilities.
3. The Project will not have any cumulative impacts to recreational facilities.

Q. TRAFFIC AND TRANSPORTATION

1. The Project will not have significant impacts at signalized intersections.
2. The Project will not have significant impacts at signalized intersections.
3. The Project will not conflict with any applicable congestion management program.
4. The Project will not cause any significant impacts to Caltrans facilities.
5. The Project will not cause any significant impacts to local streets in Burbank.

R. UTILITIES AND SERVICE SYSTEMS

1. The Project will not result in the need for new or expanded water supply systems to serve the Project.

2. The Project will not result in the need for new or expanded wastewater treatment facilities to service the Project.
3. The Project will not result in the need for new or expanded landfill capacity to accommodate the Project's solid waste disposal needs.
4. The Project will comply with federal, State, and local statutes related to solid waste.
5. The Project will not result in a substantial contribution to cumulative impacts to utilities and service systems.

V. Impacts Determined to be Mitigated to a Less Than Significant Level.

The EIR identified the potential for the Project to cause significant environmental impacts in the areas of aesthetics, air quality, biological resources, cultural resources, hazards and hazardous materials, noise, and traffic and transportation.

The Commission finds that the feasible mitigation measures for the Project identified in the Final EIR would reduce the Project's impacts to certain impact areas to a less than significant level, as described below. The Project's significant and unavoidable impacts are discussed in Section VI. In Section 21 of this Resolution, the Commission adopts all of the feasible mitigation measures for the Project described in the Final EIR as conditions of approval of the Project and incorporates those into the Project.

A. AESTHETICS

1. Potentially Significant Impacts to Scenic Resources

Hangars 1 and 2 in the southwest quadrant of the Airport are considered to be historic resources. The Southwest Quadrant Same-Size Terminal Option envisions the reuse of Hangar 1 as an air cargo building, but Hangar 2 would not be reused. The demolition or removal of Hangar 2 would result in the loss of an existing scenic resource and would be a potentially significant impact to scenic resources.

a. Findings

Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen any potential impacts to scenic resources. Specifically, the following measure is imposed upon the Project to ensure a less than significant impact:

Mitigation Measure SW QUAD SAME-AESTH-2: Hangar 2 would be moved to another location on Airport property. A Relocation and Rehabilitation Plan shall be commissioned by the Authority and developed by a qualified historic preservation consultant. The Plan shall include relocation methodology recommended by the National Park Service (NPS). The Plan shall include an assessment of the condition of Hangar 2 by a qualified engineer, and a shoring plan for relocation and storage, and relocation to the final site. If temporary

storage is required, the storage conditions should closely follow the recommendations of *NPS Preservation Brief 31: Mothballing Historic Buildings* with regard to recommendations for structural stabilization, pest control, protection against vandalism, fire, and moisture, adequate ventilation which should be applied to the hangars at the temporary storage location to ensure the safety of the building during storage. A periodic maintenance and monitoring plan shall also be included in the Plan and implemented during the storage period in accordance with the guidance outlined in *NPS Preservation Brief 31*. The Relocation and Rehabilitation Plan shall be reviewed and approved by the City of Burbank prior to its implementation.

Upon relocation of Hangar 2 to the new site, any maintenance, repair, stabilization, rehabilitation, preservation, conservation, or reconstruction work performed in conjunction with the relocation of the hangars shall be undertaken in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Properties. In addition, a plaque describing the date of the move and the original location shall be placed in a visible location on Hangar 2. The removal, storage, relocation and rehabilitation process shall be monitored by a qualified historic preservation consultant at key intervals to ensure conformance with the Standards and NPS guidelines. The preservation consultant shall also be available to provide technical expertise to reduce potential impacts to historical resources from unforeseen circumstances.

b. Facts in Support of Findings

In order to reduce impacts to a less than significant level, the Authority will impose Mitigation Measure SW QUAD SAME-AESTH-2. Under Mitigation Measure SW QUAD SAME-AESTH-2, Hangar 2 would be moved to another location on Airport property. The Authority would develop a Relocation and Rehabilitation Plan, in cooperation with a qualified historic preservation consultant, to comply with National Park Service (NPS) recommendations for relocation of historic resources. In addition, the Plan would assess the condition of Hangar 2, and include a shoring plan for storage and relocation. The building official shall review and approve the Relocation and Rehabilitation Plan prior to its implementation.

In relocating Hangar 2, any work performed will be consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties. In addition, a plaque describing the Hangar, and its removal and relocation, will be placed in accordance with Mitigation Measure SW QUAD SAME-AESTH-2. The involvement of a historic preservation consultant in this process will ensure that all work complies with the Secretary of the Interior's Standards and NPS Guidelines.

For the reasons discussed in Section 3.2 of the Final EIR, with implementation of Mitigation Measure SW QUAD SAME-AESTH-2, the proposed Project would result in less than significant impacts after mitigation with regard to scenic resources.

B. BIOLOGICAL RESOURCES

1. Potentially Significant Impacts to Nesting Birds

Although the Project does not contain any movement corridors for migratory fish or wildlife species, the Project has the potential to interfere with nesting birds.

a. Findings

Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen any potential impacts to nesting birds. Specifically, the following measure is imposed upon the Project to ensure a less than significant impact:

Mitigation Measure SW QUAD SAME-BIO-4: The Authority and its contractors will avoid vegetation removal, clearing, and/or grubbing during the avian nesting season (February 15 to August 31). However, if removal, clearing, and/or grubbing must take place during the nesting season, a qualified biologist will conduct a nesting bird survey within three days before vegetation clearing activities. If any active nests are detected, the biologist will delineate and flag a buffer of 300 feet (500 feet for raptors) around the nest, and the construction contractors shall not engage in construction activities within this buffer zone until the nesting cycle is complete. The buffer may be modified and/or other recommendations proposed, as determined appropriate by the biological monitor, to minimize impacts. The biologist will provide a written summary of the nesting bird survey within three days of survey completion.

b. Facts in Support of Findings

For aviation safety reasons, the Airport implements a wildlife prevention plan to deter wildlife from being established on the Airport. Although this reduces the potential for bird nesting to occur at the Airport, it remains possible that songbirds may nest on Airport property because there are trees and shrubs at the Airport.

However, with the incorporation of Mitigation Measure SW QUAD SAME-BIO-4, impacts to nesting birds will be reduced to a less than significant level. Before the start of vegetation clearing activities, nesting bird surveys will be conducted by a qualified biologist. The biologist will identify potentially impacted nests, if any, and establish a suitable buffer around the nest. By ensuring a buffer around any nests and ensuring no construction activities occur within the buffer zone until the nesting cycle is complete, no direct or indirect impacts would occur. The biologist will monitor the nesting activity after the buffer is delineated to verify that the buffer is adequately placed. In sum, implementation of Mitigation Measure SW QUAD SAME-BIO-4 would result in less than significant impacts to nesting birds.

For the reasons discussed in Section 3.5, Biological Resources, of the Final EIR, with implementation of Mitigation Measure SW QUAD SAME-BIO-4, the proposed Project would result in less than significant impacts after mitigation with regard to nesting birds.

2. Potentially Significant Impacts to Local Policies or Ordinances

The proposed extension of the Terminal Access Road required to implement the Southwest Quadrant Same-Size Terminal Option could require the removal of street trees, which would conflict with the City of Burbank's Municipal Code provisions regarding "Trees and Vegetation." This would result in a potentially significant impact.

a. Findings

Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen any potential impacts to biological resources. Specifically, the following measures are imposed upon the Project to ensure a less than significant impact:

Mitigation Measure SW QUAD SAME-BIO-5: In accordance with Section 7-4-111 of the Burbank Municipal Code, the Authority would coordinate any street tree removal with the director of the Park, Recreation & Community Services department. Any street tree removed shall be replaced with a tree of the nearest size available, of a species and in the location to be determined by the director.

b. Facts in Support of Findings

In order to fully implement the Southwest Quadrant Same-Size Terminal Option, the Authority would extend the Terminal Access Road. This could require the removal of street trees along West Empire Avenue. Such tree removal would conflict with Burbank Municipal Code provisions regarding trees and vegetation. This would be a potentially significant impact because the Project would conflict with local policies or ordinances.

In order to mitigate this impact, the Authority would impose Mitigation Measures SW QUAD SAME-BIO-5, which would require that the Authority coordinate any street tree removal with the City's Director of the Park, Recreation & Community Services Department. This would comply with Section 7-4-111 of the Burbank Municipal Code. Under the Mitigation Measure, any street tree removed would be replaced with a tree of a similar size of a species and in a location determined by the Director.

With implementation of Mitigation Measures SW QUAD SAME-BIO-5, impacts to biological resources relating to conflicts with local policies and ordinances would be reduced to a less-than-significant level.

C. CULTURAL RESOURCES

1. Potentially Significant Impacts to Archaeological Resources

Although the potential to encounter buried archaeological resources or human remains is relatively low, evidence of former water sources known to have existed at the Airport creates the possibility that unknown archaeological resources or remains could be discovered. Thus, impacts to archaeological resources are considered potentially significant.

a. **Findings**

Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen any potential impacts to archaeological resources. Specifically, the following measures are imposed upon the Project to ensure a less than significant impact:

Mitigation Measure SW QUAD SAME-CULT-1A: A qualified archaeologist shall be retained to develop and implement an archaeological monitoring program for construction excavations that would encounter younger Holocene-age native soils. The archaeologist shall attend a pre-grading/excavation meeting to discuss an archaeological monitoring program. The qualified archaeologist shall supervise an archaeological monitor who shall be present during construction excavations (e.g., demolition, grading, trenching, or clearing/grubbing) into non-fill Holocene-aged native soils that are located underneath surface parking lots. The frequency of monitoring shall be based on the rate of excavation and grading activities, proximity to known archaeological resources, the materials being excavated (native versus artificial fill soils and/or older versus younger alluvial soils), and the depth of excavation, and if found, the abundance and type of archaeological resources encountered. Full-time monitoring can be reduced to part-time inspections or ceased entirely if determined adequate by the archaeologist.

Mitigation Measure SW QUAD SAME-CULT-1B: In the event that historic or prehistoric archaeological resources (e.g., bottles, foundations, refuse dumps, Native American artifacts or features, etc.) are unearthed during ground-disturbing activities, the Authority shall halt or redirect ground-disturbing activities away from the vicinity of the find so that the find can be evaluated by a qualified archaeologist. A buffer area of at least 25 feet shall be established around the find where construction activities shall not be allowed to continue. Work shall be allowed to continue outside of the buffer area. All archaeological resources unearthed by project construction activities shall be evaluated by an archaeologist. The Authority shall coordinate with the archaeologist and the project building official to develop an appropriate treatment plan for the resources if they are determined to be potentially eligible for the California Register or potentially qualify as unique archaeological resources pursuant to CEQA. Preservation in place (i.e., avoidance) shall be considered as a treatment measure first. If preservation in place is not feasible, treatment may include the implementation of archaeological data recovery excavations to remove the resource from the project site along with subsequent laboratory processing and analysis. Any archaeological material collected shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County or the Fowler Museum, if such an institution agrees to accept the material. If no institution accepts the archaeological material, they shall be donated to a Burbank school or historical society for educational purposes.

The archaeologist shall prepare a final report and appropriate California Department of Parks and Recreation Site Forms at the conclusion of treatment and/or any follow-up archaeological construction monitoring. The report shall include a description of resources unearthed, if any, treatment of the resources, results of the artifact processing, analysis, and research, and evaluation of the resources with respect to the California Register of Historical Resources. The report and the Site Forms shall be submitted to the Authority, the SCCIC, and representatives of other appropriate or concerned agencies to signify the satisfactory completion of the project and required mitigation measures.

Mitigation Measure SW QUAD SAME-CULT-1C: If human remains are encountered unexpectedly during implementation of the proposed project, California Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to California Public Resources Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the NAHC. The NAHC shall then identify the person(s) thought to be the Most Likely Descendent (MLD). The MLD may, with the permission of the Authority, inspect the site of the discovery of the Native American remains and may recommend to the Authority or the person responsible for the excavation work means for treating or disposing, with appropriate dignity, the human remains and any associated grave goods. The MLD shall complete their inspection and make their recommendation within 48 hours of being granted access by the Authority to inspect the discovery. The recommendation may include the scientific removal and nondestructive analysis of human remains and items associated with Native American burials. Upon the discovery of the Native American remains, the Authority shall ensure that the immediate vicinity, according to generally accepted cultural or archaeological standards or practices, where the Native American human remains are located, is not damaged or disturbed by further development activity until the Authority has discussed and conferred, as prescribed in this mitigation measure, with the MLD regarding their recommendations, if applicable, taking into account the possibility of multiple human remains. The Authority shall discuss and confer with the descendants all reasonable options regarding the descendants' preferences for treatment.

Whenever the NAHC is unable to identify a MLD, or the MLD identified fails to make a recommendation, or the Authority rejects the recommendation of the descendants and the mediation provided for in subdivision (k) of Section 5097.94, if invoked, fails to provide measures acceptable to the Authority, the Authority shall inter the human remains and items associated with Native American human remains with appropriate dignity on the property in a location not subject to further and future subsurface disturbance.

b. Facts in Support of Findings

A 1932 map indicates that two unnamed tributaries of the Los Angeles River previously ran through the Airport site, which suggests that prehistoric inhabitants may have lived near these water sources in the Airport's vicinity. The original construction of the Airport and subsequent improvements to the area make the discovery of archaeological resources and human remains unlikely. This is especially true because much of the soil underneath the ground surface includes fill soil. Nonetheless, the possibility for discovery of archaeological resources exists in areas with undisturbed native soil and sediment.

In areas where excavation is planned in previously undisturbed native soil and sediment, therefore, the Authority will implement Mitigation Measures SW QUAD SAME-CULT-1A, 1B, and 1C. Under these mitigation measures, the Authority will halt or redirect ground-disturbing activities if any historic or prehistoric archaeological resources are unearthed. A buffer would be established around the discovery and construction activity would be restricted near the discovery site. In the event that archaeological resources are discovered, a qualified archaeologist will evaluate the find and develop an appropriate treatment plan for the archaeological resource, if necessary. Preservation in place will be the preferred treatment option, but it is not feasible, treatment may include data recovery excavations to remove the resource and process the resource at a public, non-profit institution with a research interest in archaeological resources. The archaeologist will prepare a final report and all appropriate forms, which would be submitted to the Authority, and all necessary agencies.

Similarly, if human remains are encountered during the implementation of the Project, the County Coroner shall be contacted and the necessary findings as to origin shall be made. If the remains are determined to be of Native American descent, the coroner shall notify the Native American Heritage Commission, which will identify the Most Likely Descendent (MLD). The MLD may be allowed to inspect the site and recommend appropriate means for treating or disposing the remains. The MLD and Authority shall coordinate to follow the procedural requirements included in Mitigation Measure SW QUAD SAME-CULT-1C.

With implementation of Mitigation Measures SW QUAD SAME-CULT-1A, 1B, and 1C, impacts to archaeological resources would be reduced to a less-than-significant level.

2. Potentially Significant Impacts to Paleontological Resources

Paleontological resources may exist in previously undisturbed native soil and sediment associated with older Pleistocene-aged alluvium within the Airport. Thus, excavation associated with the Project may result in potentially significant impacts to paleontological resources.

a. Findings

Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen any potential impacts to paleontological resources. Specifically, the following measures are imposed upon the Project to ensure a less than significant impact:

Mitigation Measure SW QUAD SAME-CULT-2A: A qualified paleontologist shall be retained to develop and implement a paleontological monitoring program for construction excavations that would encounter the fossiliferous older Quaternary alluvium deposits. The paleontologist shall attend a pre-grading/excavation meeting to discuss a paleontological monitoring program. A qualified paleontologist is defined as a paleontologist meeting the criteria established by the Society for Vertebrate Paleontology. The qualified paleontologist shall supervise a paleontological monitor who shall be present during construction excavations into non-fill older Quaternary alluvium. Monitoring shall consist of visually inspecting fresh exposures of rock for larger fossil remains and, where appropriate, collecting wet or dry screened sediment samples of promising horizons for smaller fossil remains. The frequency of monitoring inspections shall be determined by the paleontologist and shall be based on the rate of excavation and grading activities, the materials being excavated (native vs. fill soils; younger vs. older Quaternary alluvium), and the depth of excavation, and if found, the abundance and type of fossils encountered. Full-time monitoring can be reduced to part-time inspections, or ceased entirely, if determined adequate by the paleontologist.

Mitigation Measure SW QUAD SAME-CULT-2B: If a potential fossil is found, the paleontological monitor shall be allowed to temporarily divert or redirect grading and excavation activities in the area of the exposed fossil to facilitate evaluation of the discovery. A buffer area of at least 25 feet, or larger as determined by the paleontologist, shall be established around the find where construction activities shall not be allowed to continue. Work shall be allowed to continue outside of the buffer area. At the paleontologist's discretion, and to reduce any construction delay, the grading and excavation contractor shall assist in removing rock samples for initial processing and evaluation. If preservation in place is not feasible, the paleontologist shall implement a paleontological salvage program to remove the resources from the project site. Any fossils encountered and recovered shall be prepared to the point of identification and catalogued before they are submitted to their final repository. Any fossils collected shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County, if such an institution agrees to accept the fossils. If no institution accepts the fossil collection, they shall be donated to a local school in the area for educational purposes. Accompanying notes, maps, and photographs shall also be filed at the repository and/or school.

Mitigation Measure SW QUAD SAME-2C: The paleontologist shall prepare a report summarizing the results of the monitoring and salvaging efforts, the methodology used in these efforts, as well as a description of the fossils collected and their significance. The report shall be submitted by the Authority to the Natural History Museum of Los Angeles County, and other appropriate or concerned agencies to signify the satisfactory completion of the project and required mitigation measures.

b. **Facts in Support of Findings**

Although there are no known prehistoric archaeological resources on the site, several fossil localities have been identified near the Airport from the same sedimentary deposits that occur at an unknown depth at the Airport site. Fossil resources have been located within several miles of the Airport and have been recovered at depths of 14 to 170 feet below surface level. Since excavation for the Project may occur at a depth of 30 feet, it is possible that resources may be located in previously undisturbed native soil and sediment associated with older Pleistocene-aged alluvium at the Airport.

In order to reduce the potentially significant impacts to paleontological resources, the Authority will retain a qualified paleontologist to develop and implement a monitoring program for construction excavations that would encounter the older Quaternary alluvium deposits. During construction excavations, a paleontological monitor (supervised by the qualified paleontologist) will be present to visually inspect fresh exposures of rock for fossil remains. The paleontologist shall determine an adequate inspection schedule, as required by Mitigation Measure SW QUAD SAME-CULT-2A.

If a potential fossil is found, the paleontological monitor shall have authority to redirect excavation activities to facilitate evaluation of the discovery. A buffer shall be established and the paleontologist shall implement a salvage program to remove resources from the project site if necessary (unless preservation in place is possible). Recovered fossils shall be identified and catalogued and ultimately collected for a research institution in accordance with the procedural requirements of Mitigation Measure SW QUAD SAME-CULT-2B. Finally, in accordance with Mitigation Measure SW QUAD SAME-CULT-2C, the paleontologist shall prepare a report summarizing all the results of the monitoring and salvaging efforts.

In sum, implementation of Mitigation Measures SW QUAD SAME-CULT-2A, 2B, and 2C would reduce any potential impacts to paleontological resources to a less-than-significant level.

3. **Potentially Significant Impacts to Tribal Cultural Resources**

Given the evidence regarding historic water sources on the Airport site, the possibility exists that tribal cultural resources could be discovered during excavation. As such, impacts to tribal cultural resources are considered potentially significant.

a. **Findings**

Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen any potential impacts to tribal cultural resources. Specifically, the following measures are imposed upon the Project to ensure a less than significant impact:

Mitigation Measure SW QUAD SAME-CULT-3: The implementation of Mitigation Measures SW QUAD SAME-CULT-1A, 1B, 1C, 2A, 2B, and 2C also would apply to the discovery of any previously unknown tribal cultural resource.

b. Facts in Support of Findings

No tribal cultural resources have been identified at the Airport or in the vicinity of the Airport. Given the evidence regarding water sources, however, it is possible that excavation of the Airport site could result in the discovery of previously unknown tribal cultural resources.

Under Mitigation Measures SW QUAD SAME-CULT-1A, 1B, 1C, 2A, 2B, and 2C, the site would be monitored for the discovery of resources during excavation and construction. Any archaeological resources discovered during construction would be analyzed by the paleontological monitor and archaeologist. Moreover, construction would be halted and an appropriate buffer area would be established around the discovery. Preservation in place shall be the first treatment option, but if it is not feasible, treatment may include implementation of recovery excavations to remove the resource, process it, and analyze it. Ultimately, the resource shall be curated at a public, non-profit institution with a research interest in such materials. A final report shall be prepared to describe the resources, the treatment process, and the results of the processing, analysis, research, and evaluation.

Similarly, if human remains are encountered during the implementation of the Project, the County Coroner shall be contacted and the necessary findings as to origin of the remains shall be made. If the remains are determined to be of Native American descent, the coroner shall notify the Native American Heritage Commission, which will identify the Most Likely Descendent (MLD). The MLD may be allowed to inspect the site and recommend appropriate means for treating or disposing of the remains. The MLD and Authority shall coordinate to follow the procedural requirements included in Mitigation Measure SW QUAD SAME-CULT-1B.

With implementation of Mitigation Measures SW QUAD SAME-CULT-3, any potential impacts to tribal cultural resources would be reduced to a less-than-significant level.

4. Potentially Significant Impacts to Historic Resources

Hangars 1 and 2 in the southwest quadrant of the Airport are considered to be historic resources because they are eligible for listing at the national, state, and local levels. The Southwest Quadrant Same-Size Terminal Option envisions the possible reuse of Hangar 1 as an air cargo building, but Hangar 2 would be relocated to another site on Airport property. The potential alterations to Hangar 1 and the removal and relocation of Hangar 2 would result in a potentially significant impact to historic resources.

a. Findings

Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen any potential impacts to historic resources. Specifically, the following measures are imposed upon the Project to ensure a less than significant impact:

Mitigation Measure SW QUAD SAME-CULT-4A: If Hangar 1 is reused as an air cargo building, or other owner or tenant improvements are proposed that have the potential to materially impair the historical significance of Hangar 1, the improvements shall be designed and undertaken to comply with the

Standards. Prior to designing or implementing owner or tenant improvements that have the potential to alter the identified significant character defining features of the building, the owner or tenant, as appropriate, shall engage a qualified preservation consultant to review the proposed improvements and the compatibility of new design and construction components with retained historic features. A qualified preservation consultant is an architectural historian, historic architect, or historic preservation professional who satisfies the Secretary of the Interior's Professional Qualification Standards for History, Architectural History, or Architecture, pursuant to 36 CFR 61, and has at least 10 years' experience in reviewing architectural plans for conformance to the Secretary's Standards and Guidelines. The preservation consultant shall review the final project plans for conformance to the Secretary of the Interior's Standards and prepare a memorandum commenting on the projects adherence to the Standards and pertinent preservation recommendations, if any. The memorandum shall be submitted to the City's Office of Historic Resources for review and approval prior to project approval or issuance of a building permit, if any. The owner or tenant shall undertake and complete construction in a manner consistent with the preservation consultant's and City's recommendations, and the preservation consultant shall complete and submit a monitoring report to the City at project completion to ensure that the proposed project meets the Standards to the degree feasible and does not materially impair the historical significance of Hangar 1.

Mitigation Measure SW QUAD SAME-CULT-4B: Hangar 2 would be moved to the Northwest Quadrant of the Airport. A Relocation and Rehabilitation Plan shall be commissioned by the Authority and developed by a qualified historic preservation consultant. The Plan shall include relocation methodology recommended by the National Park Service (NPS), which are outlined in the booklet entitled "Moving Historic Buildings," by John Obed Curtis (1979). The Plan shall include an assessment of the condition of both hangars by a qualified engineer, and a shoring plan for relocation and storage, and relocation to the final site. If temporary storage is required, the storage conditions should closely follow the recommendations of *NPS Preservation Brief 31: Mothballing Historic Buildings* with regard to recommendations for structural stabilization, pest control, protection against vandalism, fire, and moisture, adequate ventilation which should be applied to the hangars at the temporary storage location to ensure the safety of the building during storage. A periodic maintenance and monitoring plan shall also be included in the Plan and implemented during the storage period in accordance with the guidance outlined in *NPS Preservation Brief 31*. The Relocation and Rehabilitation Plan shall be reviewed and approved by the project building official prior to its implementation.

Upon relocation of the hangars to the new site, any maintenance, repair, stabilization, rehabilitation, preservation, conservation, or reconstruction work performed in conjunction with the relocation of the hangars shall be undertaken in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating,

Restoring, and Reconstructing Historic Properties. In addition, a plaque describing the date of the move and the original location shall be placed in a visible location on each of the hangars. The removal, storage, relocation and rehabilitation process shall be monitored by a qualified historic preservation consultant at key intervals to ensure conformance with the Standards and NPS guidelines. The preservation consultant shall also be available to provide technical expertise to reduce potential impacts to historical resources from unforeseen circumstances.

Mitigation Measure SW QUAD SAME-CULT-4C: Prior to the issuance of a relocation permit for the Hangar 2, a recordation document in accordance with Historic American Buildings Survey (HABS) Level II requirements shall be completed for the existing buildings. The HABS document shall be prepared by a qualified architectural historian or historic preservation professional. This document shall include a historical narrative on the architectural and historical importance of Hangar 2, and record the existing appearance of Hangar 2 in professional large format HABS photographs. The building exteriors, representative interior spaces, character-defining features, as well as the setting and contextual views shall be documented. All documentation components shall be completed in accordance with the Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation (HABS standards). Original archivally-sound copies of the report shall be submitted to the HABS collection at the Library of Congress, and SCCIC, California State University, Fullerton, CA. Non-archival copies will be distributed to the City of Burbank and Burbank Public Library. In addition, any existing and available design and/or as-built drawings shall be compiled, reproduced, and incorporated into the recordation document.

Mitigation Measure SW QUAD SAME-CULT-4D: A permanent metal plaque will be affixed to the primary elevation of the relocated Hangar 2 or a marker will be imbedded in the pavement in front of the relocated Hangar 2, which briefly explains the relocation of the hangar and its original site.

b. Facts in Support of Findings

Under the proposed Southwest Quadrant Same-Size Terminal Option, Hangar 1 possibly would be reused as an air cargo building. Hangar 2, however, would be removed and relocated to the Northwest Quadrant of the Airport if this development option is chosen. Since these hangars are considered historic resources, the reuse, removal, or demolition of Hangars 1 and 2 would be a potentially significant impact to historic resources.

In order to reduce impacts to a less than significant level, the Authority will impose Mitigation Measures SW QUAD SAME-CULT-4A, 4B, 4C, AND 4D. Under Mitigation Measure SW QUAD SAME-CULT 4A, the reuse and improvement of Hangar 1 would be designed and undertaken to comply with the Secretary of the Interior's Standards. Any proposed improvements that would alter the identified significant character defining features of Hangar 1 would be reviewed by a qualified preservation consultant. The consultant shall

review the project plans and prepare a memorandum commenting on the project and recommending strategies to comply with necessary standards. The City's Office of Historic Resources shall review and approve the memo before building permits are issued. The preservation consultant will complete and submit a monitoring report at project completion to ensure that the proposed project meets the Standards to the degree feasible and does not materially impair the historical significance of Hangar 1.

Under the Southwest Quadrant Same-Size Terminal Option, Hangar 2 would be moved to another location on Airport property in accordance with Mitigation Measure SW QUAD SAME-CULT-4B. The Authority would develop a Relocation and Rehabilitation Plan, in cooperation with a qualified historic preservation consultant, to comply with National Park Service (NPS) recommendations for relocation of historic resources. In addition, the Plan would assess the condition of Hangar 2, and include a shoring plan for storage and relocation. The building official shall review and approve the Relocation and Rehabilitation Plan prior to its implementation.

In relocating Hangar 2, any work performed will be consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties. In addition, a plaque describing the Hangar, and its removal and relocation, will be placed in accordance with Mitigation Measure SW QUAD SAME-CULT-4D. The involvement of a historic preservation consultant in this process will ensure that all work complies with the Secretary of the Interior's Standards and NPS Guidelines.

Moreover, prior to the relocation of Hangar 2, a recordation document shall be completed in accordance with the Historic American Buildings Survey (HABS) Level II requirements. This document shall be prepared by a qualified professional and shall include the required information, as stated in Mitigation Measure SW QUAD SAME-CULT-4C. The original copies of the report shall be submitted to the HABS collection and other institutions, as described in Mitigation Measure SW QUAD SAME-CULT-4C. The City and the Burbank Public Library also shall receive copies of the document. Finally, any existing and available design and/or as-built drawings shall be compiled, reproduced, and incorporated into the document.

For the reasons discussed in Section 3.6, Cultural Resources, of the Final EIR, with implementation of Mitigation Measures SW QUAD SAME-CULT-4A, 4B, 4C, and 4D, the proposed Project would result in less than significant impacts after mitigation with regard to historic resources.

D. HAZARDS AND HAZARDOUS MATERIALS

1. Potentially Significant Impacts related to the Transport, Use, and Disposal of Hazardous Materials

The Project would involve the removal of asbestos containing materials (ACMs) and lead-based paint (LBP). In light of the possibility of exposure to ACMs and LBP, impacts related to the transport, use, and disposal of hazardous materials are considered potentially significant.

a. **Findings**

Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen any potential impacts regarding the transport, use, and disposal of hazardous materials. Specifically, the following measures are imposed upon the Project to ensure a less than significant impact:

Mitigation Measure SW QUAD SAME-HAZ-1A: The removal of ACMs would be subject to SCAQMD and Cal-OSHA requirements to ensure proper handling, notification, and disposal and would be performed by a licensed asbestos abatement contractor. Prior to any interior demolition or renovation within the buildings containing ACMs, an Asbestos Operations and Management Plan (Asbestos O&M Plan) would be implemented to manage in place any ACMs during demolition activities. The Asbestos O&M Plan would address building cleaning, maintenance, renovation, and general operation procedures to minimize exposure to asbestos. An asbestos survey would be performed prior to demolition. The survey would include the inspection, identification and quantification of all friable and Class I and Class II non-friable asbestos containing materials and physical samplings. Removal procedures could include: HEPA filtration, glovebag, adequate wetting, dry removal or another approved alternative. All ACWM would be collected and placed in transparent, leak-tight containers or wrapping. All ACWM would be contained in leak tight containers, labeled appropriately, transported and disposed of in accordance with applicable rules and regulations.

Mitigation Measure SW QUAD SAME-HAZ-1B: Prior to demolition activities involving any areas known to contain lead-based paint, the Project applicant would follow all procedural requirements and regulations for its proper removal and disposal. The removal of LBP would be subject to Cal-OSHA requirements to ensure proper handling, notification, and monitoring and would be performed by a licensed LBP abatement contractor. All trucks transporting lead-based waste would be covered or enclosed. All lead-based waste material would be contained properly, labeled appropriately, transported and disposed of in accordance with applicable rules and regulations.

b. **Facts in Support of Findings**

Existing Terminals A and B, as well as Buildings 9 and 10, are known to contain ACMs. All ACMs found at the existing terminal appear to be in good to fair condition or encapsulated. Nonetheless, since the Project would require demolition of Terminals A and B, ACMs would be disturbed during construction. In order to reduce impacts related to the removal of ACMs, Mitigation Measure SW QUAD SAME-HAZ-1A requires the development of an Asbestos Operations and Management Plan. In addition, a licensed asbestos abatement contractor would perform all proper handling, notification, and disposal of ACMs. The contractor would conduct a pre-demolition inspection and remove all asbestos in accordance with the requirements of Mitigation Measure SW QUAD SAME-HAZ-1A so that ACMs are

labeled appropriately, transported, and disposed of in accordance with all applicable rules and regulations.

Lead-based paint (LBP) was located during sampling in 2011 in Building 34 drywall, metal hangar frame, walls, and pipes, as well as in yellow traffic striping paint. In order to address the existence of LBP, the Authority will implement the requirements of Mitigation Measure SW QUAD SAME-HAZ-1B. As such, the Authority will follow all rules and regulations, including Cal-OSHA requirements, regarding the proper removal and disposal of LBP. All trucks transporting LBP waste will be covered or enclosed. Finally, all such waste materials will be properly labeled, transported, and disposed of, in accordance with applicable rules and regulations.

As described above, the Project potentially would involve the transport, use, and disposal of hazardous materials, including ACMs and LBP. However, implementation of Mitigation Measures SW QUAD SAME-HAZ-1A and 1B, as well as compliance with applicable regulatory requirements, would prevent persons from being exposed to a substantial risk from the release of hazardous materials or to health hazards in excess of regulatory standards associated with asbestos and lead-containing materials. Therefore, impacts associated with the transport, use, or disposal of hazardous materials would be reduced to a less-than-significant level. Further, Project Design Feature HAZ-4 provides as follows:

PDF-HAZ-4: The final design of the replacement passenger terminal shall include necessary consideration of vapor intrusion strategies and/or technologies as warranted, based upon a refined review of existing soil gas survey data and relevant data collected during construction in accordance with SCAQMD Rule 1166 (PDF-HAZ-2) and PDF-HYDRO-2.HAZ-2, HYDRO-3

Incorporation of these features into the Project will ensure that there are no impacts related to vapor intrusion.

E. NOISE

1. Potentially Significant Impacts related to Construction-Related Vibration

The Project potentially would have temporary vibration-related impacts during the construction period, due to the proximity of Hangar 1, a historic resource. Thus, construction-related vibration impacts are considered potentially significant.

a. **Findings**

Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen any potential impacts regarding construction-related vibration. Specifically, the following measures are imposed upon the Project to ensure a less than significant impact:

Mitigation Measure SW QUAD SAME-NOISE-1: The Authority would require the use of less-intensive equipment for pavement removal and construction in the area near Hangar 1, such as a hand chisel and concrete saw.

b. **Facts in Support of Findings**

The closest residential land uses from the southwest quadrant site are located 450 feet from the project. The vibration impacts on those residential land uses are not anticipated to exceed the significance threshold. However, Hangar 1 is immediately adjacent to an area where pavement would be removed. Since Hangar 1 is a historic resource, and thereby considered a sensitive receptor, vibration impacts on Hangar 1 need to be considered. According to Table 3.13-11 of the EIR, the use of a jackhammer in the area adjacent to Hangar 1 would have a construction-related vibration effect on Hangar 1.

In order to mitigate this potentially significant impact, the Authority will impose Mitigation Measure SW QUAD SAME-NOISE 1, which requires the use of less-intensive equipment for pavement removal and construction in the area adjacent to Hangar 1. With the use of less-intensive equipment, such as a hand chisel and concrete saw, the vibration impacts will be reduced to a level below the threshold of .25 PPV. Therefore, with the implementation of Mitigation Measure SW QUAD SAME-NOISE-1, construction-related vibration impacts would be reduced to a less-than-significant level.

F. **TRAFFIC AND TRANSPORTATION**

1. **Potentially Significant Impacts related to Construction-Related Traffic**

The Project potentially would have temporary traffic impacts at up to 8 different intersections during Phase 1 and up to 7 different intersections during Phase 2. Thus, construction-related traffic impacts are considered potentially significant.

a. **Findings**

Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen any potential impacts regarding construction-related traffic. Specifically, the following measure is imposed upon the Project to ensure a less than significant impact:

Mitigation Measure SW QUAD SAME-TRANS-6: A detailed Construction Management Plan, including street closure information, a detour plan, haul routes, and a staging plan, would be prepared and submitted to the City for review and approval. The Construction Management Plan would formalize how construction would be carried out and identify specific actions that would be required to reduce effects on the surrounding community.

The Construction Management Plan shall be based on the nature and timing of the specific construction activities and other projects in the vicinity of the project site, and may include, but not be limited to, the following elements, as appropriate:

- Adequate parking would be provided for construction workers at all time, and construction workers would be prohibited from parking on nearby

residential streets; if remote parking is used, shuttles would be provided to take workers to and from the construction site.

- Temporary traffic control would be provided during any construction activities adjacent to public rights-of-way to improve safety and traffic flow on public roadways.
- Construction activities would be scheduled to reduce the effect of worker traffic on surrounding arterial streets during peak hours.
- Construction-related vehicles would not park on surrounding public streets.
- Construction-related deliveries, haul trips, etc., would be scheduled so as to occur outside the commuter peak hours to the extent feasible.
- Haul and delivery vehicles would be routed to reduce travel on congested streets and to avoid residential areas.

b. Facts in Support of Findings

As stated in Table 3.17-27 of the EIR, a number of intersections would be impacted by construction-related traffic. Although such impacts would be temporary, they are considered potentially significant impacts.

Mitigation Measure SW QUAD SAME-TRANS-6 requires the preparation and approval of a detailed Construction Management Plan (Plan). The Plan, to be approved by the City, would include street closure information, a detour plan, haul routes, and a staging plan. In addition, the Plan would identify specific actions required to reduce impacts on the community surrounding the Airport and the construction site. As appropriate for specific construction activities, the Plan may include a number of elements as stated in Mitigation Measure SW QUAD SAME-TRANS-6, including adequate parking arrangements for construction workers and prohibitions against parking on nearby residential streets. The Plan would also address temporary traffic controls to improve safety and traffic flow on public roadways. Construction-related vehicles would be prohibited from parking on surrounding public streets, and delivery vehicles would be routed in ways to reduce traffic congestion and avoid impacts to residential areas.

With the implementation of Mitigation Measure SW QUAD SAME-TRANS-6 and the development of a Construction Management Plan approved by the City, the impacts associated with construction-related traffic would be reduced to less-than-significant level.

VI. Significant and Unavoidable Impacts

In the area of air quality, there are instances where environmental impacts would remain significant and unavoidable even after mitigation. These areas are described below.

A. AIR QUALITY

1. Violation of Operational Air Quality Standards

Operation of both the existing and proposed uses at the Airport has the potential to create air quality impacts. Such impacts result from vehicle trips to and from the site, vehicles traveling on the Airport property for parking or for passenger pick-up and drop-off, from building energy usage, aircraft landings and take offs (LTOs), taxiing, and other aircraft supporting equipment. The net change in operational-related daily emissions for the criteria and precursor pollutants would exceed the SCAQMD regional thresholds for VOCs, NO_x, and CO.

a. Findings

Changes or alterations have been required in, or incorporated into, the Project to lessen operational air quality impacts. Nonetheless, the proposed Project is anticipated to have a significant impact. There are no feasible mitigation measures that would reduce potentially significant operational air quality impacts to a less than significant level and no feasible measures, other than those listed below, which would reduce this impact to any material extent:

Mitigation Measure SW QUAD SAME-AIR-3: Regional emissions of VOC and NO_x would exceed the SCAQMD threshold due to the increased emissions from aircraft LTOs and taxiing. The increase in aircraft LTOs and taxiing would occur with or without implementation of the project under the future No Project condition. In addition, emissions associated with aircraft are under the jurisdiction of the FAA. The Authority has no ability to regulate aircraft emissions. The project would implement PDF-AIR-1 to minimize emissions associated with building energy use and mobile sources.

b. Facts in Support of Findings

As indicated in Table 3.4-21 of the EIR, regional emissions of VOCs, NO_x, and CO are expected to increase from aircraft LTOs and taxiing in the coming years. The increased emissions are expected to exceed SCAQMD thresholds, both with and without the Project.

In order to reduce emissions to the greatest extent possible, the Project will implement feasible design features to minimize emissions through building energy use and mobile sources (see PDF-AIR-1 in the EIR). PDF-AIR-1 lists a number of green building measures that would be applied to the Project.

In part, the replacement terminal would be designed and operated to meet or exceed the Title 24, Part 11 (CALGreen) Tier 1 standards. The replacement terminal also would optimize energy performance and reduce building energy costs by at least 15 percent for new commercial construction, as compared to the Title 24, Part 6 standards. In addition, the Project would designate a minimum of 10 percent of onsite employee parking for carpool and/or low-emitting or fuel-efficient vehicles. The Authority also will provide incentives for employee use of public transportation. By pre-wiring, or installing conduit and panel capacity for, electric vehicle charging stations for a minimum of 5 percent of onsite relocated parking spaces, the

Project also will encourage the use of electric vehicles. Fifty of those spaces would be installed with electric vehicle charging stations upon the opening of the replacement terminal. Together with the many others listed in PDF-AIR-1, these measures would reduce emissions associated with building energy and mobile sources to the extent feasible.

The Authority also finds that mitigation measures proposed by the Southern California Air Quality Management District (SCAQMD) are not feasible, as stated in the Appendix N to the Final EIR (Draft EIR Comments and Responses to Comments). As such, the Authority hereby rejects such proposed mitigation measures. Specifically, SCAQMD proposed that the Authority provide incentives to encourage public transportation and carpooling (e.g., through internal retail and restaurant discounts). The Authority has committed to other programs (e.g., the shuttle to a possible new Metrolink station) to encourage the use of public transportation, as well as programs to encourage employees to use public transportation, but the Airport does not have the authority to require merchants and vendors to provide incentives for public transportation users and carpools. There are no additional feasible mitigation measures that would achieve a substantially greater increase in public transportation passenger trips.

SCAQMD also proposed a mitigation measure encouraging or incentivizing airlines to route the cleanest aircraft engines to serve the South Coast Air Basin. Since the Authority does not have the ability to require airlines to use specific aircraft to serve the Airport or establish emissions standards for aircraft serving the Airport, this proposed mitigation measure is infeasible. Similarly, SCAQMD recommended that the Authority require that all ground support equipment (GSE) utilize zero/near zero emission technology. Again, the Authority does not have the ability to impose such a requirement on the airlines. The Authority encourages airlines to use less polluting GSE, but it does not have the authority to require the use of such zero emission vehicles. As such, these proposed mitigation measures are not feasible and are hereby rejected.

The above-mentioned Project features will reduce expected emissions for VOCs, CO, and NO_x, but no feasible mitigation is available to reduce impacts to a less than significant level. As such, impacts regarding operational air quality standards would remain significant and unavoidable.

2. Project-Generated Criteria Pollutant Emissions

The Project is expected to generate total criteria pollutant emissions that exceed the SCAQMD Regional Emissions Significance Thresholds for VOCs, NO_x, and CO, which potentially would contribute to the Basin's nonattainment for O₃. As such, impacts to non-attainment criteria pollutants are considered potentially significant.

a. **Findings**

Changes or alterations have been required in, or incorporated into, the Project to lessen impacts regarding Project-related criteria pollutants. Nonetheless, the proposed Project is anticipated to have a significant impact. There are no feasible mitigation measures that would reduce potentially significant impacts to criteria pollutants to a less than significant level and no

feasible measures, other than those listed below, which would reduce this impact to any material extent:

Mitigation Measure SW QUAD SAME-AIR-4: Regional emissions of VOC and NOX would exceed the SCAQMD threshold due to the increased emissions from aircraft LTOs and taxiing. The increase in aircraft LTOs and taxiing would occur with or without implementation of the project under the future No Project condition. In addition, emissions associated with aircraft are under the jurisdiction of the FAA. The Authority has no ability to regulate aircraft emissions. The project would implement PDF-AIR-1 to minimize emissions associated with building energy use and mobile sources.

b. Facts in Support of Findings

The South Coast Air Basin is considered to be in “nonattainment” for O₃ (for both the 1-hour and 8-hour standard), as well as for PM₁₀, and PM_{2.5} (24 hour and annual). As shown in Table 3.4-21 of the EIR, Project operation would exceed the SCAQMD indicators for emissions of NO_x, VOCs, and CO. As a result, Project operations would potentially contribute to the Basin’s nonattainment of national and state standards for O₃.

The VOC, CO, and NO_x exceedances are due to the increase in emissions from aircraft LTOs and taxiing relative to existing conditions. The increase in aircraft LTOs and taxiing would occur with or without implementation of the Project.

In order to reduce emissions of CO, VOCs, and NO_x to the maximum extent feasible, and therefore reduce the increase in criteria pollutants for which the Air Basin is in “nonattainment,” the Authority will implement Mitigation Measure SW QUAD SAME-AIR-4. As described above, that mitigation measure will reduce the emissions from both building energy use and mobile sources. As no feasible mitigation is available to reduce impacts to a less-than-significant level, however, impacts would be considered significant and unavoidable.

3. Generation of Toxic Air Contaminants

The Project is expected to generate toxic air contaminants during the operational phase, which would be considered a potentially significant impact.

a. Findings

Changes or alterations have been required in, or incorporated into, the Project to lessen impacts regarding Project-related toxic air contaminants. Nonetheless, the proposed Project is anticipated to have a significant impact. There are no feasible mitigation measures that would reduce potentially significant impacts to toxic air contaminants to a less than significant level and no feasible measures, other than those listed below, which would reduce this impact to any material extent:

Mitigation Measure SW QUAD SAME-AIR-7: Operational TAC impacts would exceed the SCAQMD threshold due to the relocation of emissions sources such as aircraft taxiing, GSE, and auxiliary power units. Emissions

associated with aircraft are under the jurisdiction of the FAA. The Authority has no ability to regulate aircraft emissions. The Authority would implement the following mitigation measure to reduce GSE-related TAC emissions.

The Authority would require the installation of commercially available diesel particulate matter filters (DPFs) for those classes and categories of Ground Support Equipment (GSE) that CARB has verified that DPFs are technically feasible and do not pose safety or reliability problem. This measure does not apply to specific GSE if it is scheduled to be replaced or converted within 36 months after the opening of the replacement terminal to meet the USEPA Tier 3 standards or better or the Zero Emissions Vehicle (ZEV) standard as set forth in the California Exhaust Emission Standards and Test Procedures for 2003 and Subsequent Model Zero-Emission Vehicles, and 2001 and Subsequent Model Hybrid Electric Vehicles, in the Passenger Car, Light-Duty Truck and Medium-Duty Vehicle Classes or is certified to meet applicable ZEV standards in Title 13 of the California Code of Regulations. This measure does not apply to specific GSE if it operates for less than 200 hours per year.

b. Facts in Support of Findings

According to the health risk assessment conducted for the Southwest Quadrant options, there is a potentially significant carcinogenic risk for sensitive receptors related to Toxic Air Contaminants. Given the proximity of residential uses to the south of the Southwest Quadrant terminal site and the prevailing wind patterns in the area, dispersal of Toxic Air Contaminant emissions in the direction of those residential uses would increase, resulting in an incremental increase in carcinogenic risk above the significance threshold. Thus, impacts would be considered potentially significant.

Emissions associated with aircraft are under the jurisdiction of the FAA. The Authority does not have the ability to regulate aircraft emissions. Nonetheless, the Authority would impose and implement Mitigation Measure SW QUAD SAME-AIR-7 to reduce TAC emissions from ground support equipment. As no feasible mitigation is available to reduce impacts to a less-than-significant level, however, impacts from toxic air contaminants would be considered significant and unavoidable.

4. Cumulative Air Quality Impacts

Operation of both the existing and proposed uses at the Airport has the potential to create air quality impacts. Such impacts result from vehicle trips to and from the site, vehicles traveling on the Airport property for parking or for passenger pick-up and drop-off, from building energy usage, aircraft landings and take offs (LTOs), taxiing, and other aircraft supporting equipment. The net change in operational-related daily emissions for the criteria and precursor pollutants would exceed the SCAQMD regional thresholds for VOCs, NO_x, and CO.

a. **Findings**

Changes or alterations have been required in, or incorporated into, the Project to lessen cumulative air quality impacts. Nonetheless, the proposed Project is anticipated to have a significant impact. There are no feasible mitigation measures that would reduce potentially significant cumulative air quality impacts to a less than significant level and no feasible measures, other than those listed below, which would reduce this impact to any material extent:

Mitigation Measure SW QUAD SAME-AIR-9: Regional emissions of VOC and NOX would exceed the SCAQMD threshold due to the increased emissions from aircraft LTOs and taxiing. The increase in aircraft LTOs and taxiing would occur with or without implementation of the project under the future No Project condition. In addition, emissions associated with aircraft are under the jurisdiction of the FAA. The Authority has no ability to regulate aircraft emissions. The project would implement PDF-AIR-1 to minimize emissions associated with building energy use and mobile sources.

b. **Facts in Support of Findings**

A significant cumulative air quality impact may occur if a project would add a cumulatively considerable contribution of a federal or State nonattainment pollutant. As described in Section 3.4 of the EIR, the Southwest Quadrant Same-Size Terminal Option would exceed the SCAQMD regional thresholds for VOCs, NOx, and CO relative to existing conditions, which would contribute to the increase in ozone. This increase would occur with or without Project implementation. Nonetheless, a project's incremental contribution to cumulative air quality impacts is determined based on compliance with the SCAQMD adopted 2012 Air Quality Management Plan. As described in the EIR, the Project would not conflict with or obstruct implementation of the AQMP.

However, cumulative air quality impacts may also be based on peak daily operation-related emissions. Given that those emissions would exceed the SCAQMD thresholds relative to existing conditions for nonattainment pollutants and precursors, impacts would be considered cumulatively considerable.

Finally, cumulative air quality impacts also may be based on generation of toxic air contaminants. In this instance, cumulative TAC impacts would occur based on the health risk calculations related to exposure to TAC emissions. Even though the growth in passengers – and therefore the increase in TAC emissions – would occur with or without the Project, the Southwest Quadrant Same-Size Terminal Option would result in a significant project-level TAC impact. As such, the cumulative TAC impact is considered to be cumulatively significant, and the Project's contribution is cumulatively considerable.

The Authority would impose Mitigation Measure SW QUAD SAME-AIR-9 to reduce cumulative impacts as much as possible. As no feasible mitigation is available to reduce impacts to a less-than-significant level, however, cumulative air quality impacts would be considered significant and unavoidable.

EXHIBIT D

Project Alternatives

The Commission considered a range of reasonable alternatives for the proposed Project including, Alternative 1 – No Project, Alternative 2 – Adjacent Property Full-Size Terminal, Alternative 3 – Southwest Quadrant Full-Size Terminal, and Alternative 4 – Southwest Quadrant Same-Size Terminal.

Other alternatives to the project were considered, but eliminated from further review for the reasons set forth in Section 4.2 of the Final EIR,. These alternatives considered but eliminated from further consideration include:

- Other on-Airport locations for the replacement passenger terminal;
- Use of other modes of transportation; and
- Use of other airports in the area

Alternatives 1, 2, 3 and 4 described below were analyzed in the EIR. The Commission finds that the No Project Alternative is the environmentally superior option. However, the Commission also finds that the No Project Alternative does not accomplish the Project objectives. In light of the analysis below, the Commission finds that the Adjacent Property Full-Size Terminal is the environmentally superior option among the remaining alternatives.

A. ALTERNATIVE 1 – NO PROJECT

1. Summary of Alternative

Under this alternative, the Authority would not replace the existing terminal with a replacement terminal. The existing passenger terminal would remain at its current location.

2. Reasons for Not Selecting this Alternative

As described in Section 4.3.2 of the EIR, the No Project Alternative would not have any impacts to aesthetics, agricultural/forestry resources, or biological resources. No street trees would be removed, no forest resources would be affected, and no scenic vistas, scenic resources, or visual character would be affected.

None of the existing archaeological/historical resources would be affected, nor would soils on-site be affected. Neither disturbance of soils nor erosion would occur.

For both air quality and greenhouse gas emissions, the No Project Alternative would involve emissions for future forecasted growth associated with aircraft landings and take-offs, as well as taxiing. Those impacts would occur with or without implementation of the Project.

Impacts regarding hazardous materials would be the same as the existing use of these materials, except that the No Project Alternative would not result in any future disturbance of any hazardous materials at the Airport. As with all Project alternatives, any handling and

disposal of hazardous materials would have to comply with federal, county, and local regulations.

The No Project Alternative would not have any impacts to hydrology or water quality, land use and planning, population and housing, public services, recreation, or mineral resources.

With respect to noise, the No Project Alternative would involve the same projected increase from 2015 to 2025 resulting from the forecasted increase in volume of aircraft activity. The size of the 65 dB CNEL contour for 2025 is not projected to expand beyond the 65 dB CNEL contour that existed in 2007-2008. The No Project Alternative would not have any construction-related noise impacts.

Under the No Project Alternative, nine signalized intersections and four unsignalized intersections in the vicinity of the Airport would operate at an unacceptable level of service. Future roadway improvements would be required to address unacceptable levels of service in the Airport vicinity.

The No Project Alternative would not require new water facilities or the expansion of existing water facilities. Moreover, while water usage, wastewater generation, and solid waste generation would slightly increase due the increase in forecast commercial air passenger levels, no additional water would be required for construction dust suppression under this alternative (because of the lack of construction).

The No Project Alternative would contribute to greenhouse gas emissions in the same manner as if the Project were completed, and if the Project were not completed. The majority of emissions are associated with aircraft landings, take-offs, and taxiing, which would occur with or without implementation of the Project. Finally, the No Project Alternative would contribute to cumulative impacts with respect to air quality, noise, traffic and transportation – due to the forecasted increase in passenger and air carrier operations.

The Commission finds that the No Project Alternative is the environmentally superior alternative. As stated in Section 4.8 of the EIR, this Alternative has the fewest environmental impacts, despite the remainder of some impacts associated with the forecasted increase in passenger and air carrier operations.

Although Alternative 1 avoids some of the significant and unavoidable Project impacts, the Commission finds that this Alternative is socially infeasible because it fails to fulfill fundamental Project objectives, including the replacement of the existing terminal with a terminal that meets FAA design standards and California's seismic safety standards. The Commission hereby finds that the reasons set forth herein for rejecting Alternative 1 as infeasible justifies rejection of Alternative 1.

B. ALTERNATIVE 2 – ADJACENT PROPERTY FULL-SIZE TERMINAL

1. Summary of Alternative

Under this Alternative 2, the existing terminal would be demolished and replaced with a 355,000 square-foot passenger terminal on the Adjacent Property. The Adjacent Property is currently undeveloped and used for airport passenger and employee automobile parking,

staging of movie equipment, and truck/RV parking. A detailed description of the Adjacent Property Full-Size Terminal is included in Chapter 2 of the EIR.

2. Reasons for Selecting this Alternative

Although some impacts remain, the Adjacent Property Full-Size Terminal Option minimizes significant, unavoidable impacts, while still accomplishing the Project objectives. The Adjacent Property alternative avoids the impacts to scenic resources and historic resources associated with the removal of Hangar 1. Unlike the Southwest Quadrant alternatives, the Adjacent Property option would not disturb this historic resource. The Adjacent Property alternative therefore would not have potentially significant impacts related to construction vibration because it would not require excavation work near Hangar 1, a historic resource. Thus, impacts regarding construction vibration would be less under the Adjacent Property Full-Size Terminal option than under the Southwest Quadrant options.

The Adjacent Property alternative also would not generate toxic air contaminants that would significantly impact sensitive receptors, whereas the Southwest Quadrant alternatives would result in a significant, unavoidable impact related to toxic air contaminants. Similarly, the Adjacent Property Alternative would not result in a conflict with local policies or ordinances because it would not require the removal of street trees, unlike the Southwest Quadrant options. Thus, no mitigation would be required to reduce this impact.

In addition, the Adjacent Property Full-Size Terminal Option meets the Project objectives. The Authority identified a number of Project objectives associated with the replacement terminal project. Two of the Project objectives are associated with meeting state and federal standards for airport design and safety. The construction of the Adjacent Property Full-Size Terminal Option would meet these two primary objectives by building a replacement terminal that meets FAA airport design standards and California seismic safety design standards. The other Project objectives identified in Section 2.3 of the EIR relate to the efficiency, cost-effectiveness, and convenience of the terminal itself. As described in the EIR, the Adjacent Property Full-Size Terminal allows the Authority to meet these Project objectives, while minimizing impacts. As such, the Adjacent Property Full-Size Terminal Option is the environmentally superior alternative of the three options that meet Project objectives.

C. ALTERNATIVE 3 – SOUTHWEST QUADRANT FULL-SIZE TERMINAL

1. Summary of Alternative

Under Alternative 3, the existing terminal would be replaced by a 355,000 square-foot passenger terminal in the Southwest Quadrant of the Airport. At present, that portion of the Airport is used for general aviation hangars and aircraft ramps, FAA facilities, rental car storage, air freighter facilities, and commercial air carrier cargo. A detailed description of the Southwest Quadrant Full-Size Terminal is included in Chapter 2 of the EIR.

2. Reasons for Not Selecting this Alternative

The Southwest Quadrant Full-Size Terminal Option would meet most of the Project objectives. The construction of the Southwest Quadrant Full-Size Terminal Option would meet

the two primary objectives by building a replacement terminal that meets FAA airport design standards and California seismic safety design standards.

Moreover, the Southwest Quadrant Full-Size Terminal Option has more impacts than the Adjacent Property Full-Size Terminal option. Although the Southwest options are not infeasible, *per se*, they are more impactful than the Adjacent Property Full-Size Terminal Option with respect to aesthetic resources, historic resources, construction vibration impacts, toxic air contaminants, and street trees. Thus, the Authority finds that the Adjacent Property Full-Size Terminal Option is the preferred alternative.

D. ALTERNATIVE 4 – SOUTHWEST QUADRANT SAME-SIZE TERMINAL

1. Summary of Alternative

Under this Alternative 4, the existing terminal would be replaced by a 232,000 square-foot terminal on the Southwest Quadrant of the Airport. At present, that portion of the Airport is used for general aviation hangars and aircraft ramps, FAA facilities, rental car storage, air freighter facilities, and commercial air carrier cargo. A detailed description of the Southwest Quadrant Same-Size Terminal is included in Chapter 2 of the EIR.

2. Reasons for Not Selecting this Alternative

The Southwest Quadrant Same-Size Terminal Option would meet most of the Project objectives. The construction of the Southwest Quadrant Same-Size Terminal Option would meet the two primary objectives by building a replacement terminal that meets FAA airport design standards and California seismic safety design standards.

Importantly, the Southwest Quadrant Same-Size Terminal Option has more impacts than the Adjacent Property Full-Size Terminal option. Although the Southwest options are not infeasible, *per se*, they are more impactful than the Adjacent Property Full-Size Terminal Option with respect to aesthetic resources, historic resources, construction vibration impacts, toxic air contaminants, and street trees. Thus, the Authority finds that the Adjacent Property Full-Size Terminal Option is the preferred alternative.

EXHIBIT E

Mitigation Monitoring and Reporting Program

EXHIBIT F

Project Design Features

EXHIBIT G

Statement of Overriding Considerations

RESOLUTION NO. 470

**A RESOLUTION OF THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY COMMISSION
APPROVING A DEVELOPMENT AGREEMENT WITH THE CITY OF BURBANK;
APPROVING A MODIFICATION TO THE AMENDED AND RESTATED GRANT OF
EASEMENTS, DECLARATION OF USE RESTRICTIONS AND AGREEMENT
FOR ADJACENT PROPERTY WITH THE CITY OF BURBANK; AND
APPROVING THE CITY OF BURBANK'S PROPOSED CONDITIONS OF APPROVAL
FOR THE REPLACEMENT TERMINAL PROJECT**

The Burbank-Glendale-Pasadena Airport Authority Commission finds, resolves, determines and orders as follows:

Section 1. General Findings and Intent.

A. The Burbank-Glendale-Pasadena Airport Authority ("Authority") is the owner and operator of the Bob Hope Airport ("Airport"), an approximately 555-acre public airport serving scheduled air carriers from the existing 14-gate passenger terminal, general aviation, and military air operations. The majority of the Airport property, approximately 455 acres, is located within the jurisdictional boundaries of the City of Burbank ("Burbank"). The remainder of the Airport lies within the City of Los Angeles.

B. For more than 20 years, the Authority has sought to find a pathway to achieve two goals: (i) enhancement of public safety and the Airport's accessibility for disabled individuals by construction of a replacement passenger terminal that complies with modern airport design, seismic safety, and accessibility standards; and (ii) implementation of operational and governance solutions that protect Burbank from the adverse impacts that the Airport has or could have on the surrounding community. During the course of this time span, the Authority has proposed to construct a new passenger terminal with significantly more aircraft gates than currently exists, Burbank has imposed a moratorium on ministerial permit approvals for development projects at the Airport, Burbank residents have enacted ballot measures seeking to regulate terminal development at the Airport, and there has been extensive and costly litigation between the Authority and Burbank in the federal and state courts.

C. In 2005, to begin a process of reaching consensus on a path forward on future planning at the Airport, the Authority and Burbank executed a Development Agreement. In the 2005 Development Agreement, among other things, the Authority agreed for a defined period of time neither to construct nor take steps needed for the construction of a new or relocated passenger terminal building and Burbank agreed for a defined period of time to not initiate a master plan, specific plan, or comprehensive plan or rezoning that would affect the location or development of a new or relocated passenger terminal building. The Authority and Burbank amended the 2005 Development Agreement three times and it expired on March 15, 2015.

D. In 2010, the Authority and Burbank restarted discussions regarding the future vision of the Airport.

E. In April 2015, in accordance with the March 15, 2005 Amended, Restated, Superseding and Combined Escrow and Trust Agreement executed by the Authority, Burbank, and the Bank of New York Trust Company N.A., the Authority placed the 59-acre B-6 Trust Property on the market. The Authority completed the sale in April 2016.

F. On July 15, 2015, the Commission and the Burbank City Council held a joint meeting to discuss the Replacement Terminal Project. At that time, the Authority issued a public paper outlining its proposal for a “deal” with Burbank. Authority and Burbank representatives then diligently worked to convert the proposal paper into an outline of conceptual term points. This effort culminated in the Bob Hope Airport Replacement Terminal Conceptual Term Sheet (“Conceptual Term Sheet”), which was endorsed by the Commission on November 2, 2015 and by the Burbank City Council on November 16, 2015. A copy of the Conceptual Term Sheet is included in the agenda packet for the July 11, 2016 Commission meeting.

G. The Conceptual Term Sheet specified the core principles that would be the foundation for: (i) negotiations between the Authority, Burbank, the City of Glendale, and the City of Pasadena for a Joint Powers Agreement (“JPA”) Amendment; and (ii) negotiations between the Authority and Burbank for a new Development Agreement, entitlements, and other matters related to the entitlement for a Replacement Terminal Project. In summary, the Conceptual Term Sheet stated that the Authority would receive a vested right to build, on any Airport Zone property other than the B-6 Trust Property, a 14-gate replacement terminal between 232,000 square feet and 355,000 square feet in size. Further, the Conceptual Term Sheet stated that Burbank would receive protections through new supermajority voting (at least two of the three votes from each member city’s three Commissioners) requirements for certain Commission decisions involving Airport expansion and aircraft noise. The principles memorialized in the Conceptual Term Sheet also included a commitment to jointly meet with Federal Aviation Administration (“FAA”) staff in Washington D.C. to discuss a mandatory curfew for the Airport and the elements of the Conceptual Term Sheet. That meeting occurred in Representative Schiff’s office on December 16, 2015.

H. The Authority and Burbank have completed negotiation of a new Development Agreement, a modification to their Amended and Restated Grant of Easements, Declaration of Use Restrictions and Agreement for Adjacent Property (“Easement Modification”), and conditions of approval, all of which are necessary to accomplish the provisions of the Conceptual Term Sheet. Additionally, the Authority, Burbank, the City of Glendale, and the City of Pasadena have completed negotiation of a JPA Amendment that also is necessary to accomplish the provisions of the Conceptual Term Sheet.

I. In order to ensure that a replacement passenger terminal is built, the City of Glendale and the City of Pasadena are willing, in exchange for Burbank approving and granting the Authority a vested right to build the Replacement Terminal Project through the new Development Agreement, to provide Burbank and its residents with certain governance protections regarding future Authority actions by requiring a supermajority vote of the Commission for certain decisions involving Airport expansion and aircraft noise.

J. The Authority and Burbank seek to bring to fruition a two decade process of reaching community consensus on a vision for the future of the Airport. Implementation of this vision involves many complicated and interrelated legal documents, some of which also are subject to approval by Burbank voters, and a different one of which also is subject to approval by the City of Glendale and the City of Pasadena.

Section 2. Passenger Terminal Findings and Intent.

A. The current passenger terminal building is approximately 232,000 square feet and has 14 aircraft gates. The Authority currently operates 6,637 public parking spaces associated with air carrier operations at the terminal building.

B. The current passenger terminal does not meet current Federal Aviation Administration (“FAA”) design standards because of the proximity of the passenger terminal and the runways. The Airport currently lacks a standard Runway Safety Area (“RSA”) in the area of the existing passenger terminal according to current FAA design standards because the current width of the RSA near the terminal measured from the center of the adjacent runway is 125 feet when it should be 250 feet. As currently defined by the FAA, an RSA is “a defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft in the event of an undershoot, overshoot, or excursion from the runway” (FAA Advisory Circular 150/5300-13A, Airport Design (2014)), and has dimensional requirements as well as clearing, grading, and drainage requirements. Aircraft taxi operations routinely occur simultaneously with aircraft arrivals and departures at the Airport, within the portion of RSA that is between 125 feet and 250 feet in width in the area of the existing passenger terminal facility.

C. The central portion of the existing passenger terminal was constructed over 85 years ago. Although retrofitted in 1995 to satisfy Burbank’s Unreinforced Masonry Ordinance, this portion does not meet the State of California’s seismic safety design standards for a new building.

D. Because it was constructed prior to the 1990 Americans with Disabilities Act (“ADA”), the existing passenger terminal has features that present accessibility challenges for disabled persons. These include: the lack of an elevator in Building 9, which houses airline offices on the second floor; an undersized elevator, which must be accessed through the kitchen, in the main terminal; and hallway slopes that exceed 2% and lack landings and handrails. Furthermore, ramps to aircraft doors are undersized and lack adequate turning radius for wheelchairs.

E. The Commission seeks to enhance the safety of the Airport and the passengers who use it by constructing a 14-gate replacement passenger terminal that meets modern FAA airport design standards and California seismic safety design standards. Additionally, the Commission seeks to enhance the Airport’s public accessibility by constructing a replacement passenger terminal that meets modern ADA standards.

Section 3. Development Agreement Findings and Intent.

A. The Authority and Burbank have determined that the Replacement Terminal Project is the type of development for which a Development Agreement is appropriate.

The proposed Development Agreement has as its general goals to: eliminate uncertainty in planning and provide for the orderly development of the Replacement Terminal Project; facilitate the development of a 14-gate 355,000 square foot replacement passenger terminal that satisfies modern airport design standards, seismic safety standards, and accessibility standards for disabled persons, and that offers improved amenities for the traveling public; promote jobs in construction, transportation, and services; and provide other public benefits to Burbank and its residents by otherwise achieving the goals and purposes of Government Code Section 65864 et seq.

B. The Development Agreement will promote and encourage the development of the Replacement Terminal Project by providing the Authority, its tenants, its bondholders, and the FAA with a greater degree of certainty of the Authority's ability to expeditiously and economically complete the development effort. By entering into the Development Agreement, Burbank will vest in the Authority (upon ratification by Burbank voters at a Measure B Election), to the fullest extent possible under the law, all possible development entitlements necessary for the completion of the Replacement Terminal Project.

C. The Development Agreement contains terms and provisions consistent with the Authority's obligations to the federal government set forth in grant agreements, including its obligations to operate the Airport, to maintain financial self-sufficiency, to preserve its rights and powers, and to pursue the Replacement Terminal Project in a manner that is reasonably consistent with local plans.

Section 4. Easement Modification Findings and Intent.

A. On November 23, 1999, the Authority and Burbank executed that certain Grant of Easements, Declaration of Use Restrictions and Agreement for Adjacent Property, which was recorded on December 2, 1999 in the Official Records of Los Angeles County as Document No. 99-2219083 (the "Original Easement").

B. On February 26, 2003, the Authority and Burbank executed that certain First Amendment to Grant of Easements, Declaration of Use Restrictions and Agreement for Adjacent Property (the "First Amendment"). The Original Easement, as amended by the First Amendment, is referred to herein as the "Adjacent Property Easement."

C. On March 15, 2005, the Authority and Burbank executed that certain Amended and Restated Grant of Easements, Declaration of Use Restrictions and Agreement for Adjacent Property, which was recorded on March 21, 2005 in the Official Records of Los Angeles County as Document No. 05-0643307 (the "Restated Adjacent Property Easement"). The Restated Adjacent Property Easement completely superseded and restated the Adjacent Property Easement.

D. The Easement Modification will facilitate the Authority's construction of either the Adjacent Property Full-Size Terminal development option or the Southwest Quadrant Full-Size Terminal development options studied in the Replacement Terminal Project Environmental Impact Report (State Clearinghouse No. 2015121095) ("EIR"). Specifically, the Easement Modification will modify the Adjacent Property easements and use

restrictions to accommodate either a replacement passenger terminal and ancillary improvements, or general aviation and ancillary improvements, depending on the site selected by the Authority for the replacement terminal.

Section 5. Measure B Compliance Findings and Intent.

A. Burbank Municipal Code Section 2-3-112, commonly referred to as “Measure B,” states that: “No approval by the City of Burbank of any agreement between the City and the Burbank-Glendale-Pasadena Airport Authority for a relocated or expanded airport terminal project, or any other discretionary act by the City relating to the approval of a relocated or expanded airport terminal project shall be valid and effective unless previously approved by the voters voting at a City election.”

B. Burbank will call a Measure B election for Burbank’s discretionary acts that are subject to voter approval (e.g. the Development Agreement and Planned Development amendments). Through an affirmative vote on the Measure B ballot measure, Burbank voters will also authorize Burbank to approve future amendments to the Development Agreement or to the Replacement Terminal Project approvals provided that such amendments do not allow the Authority to either: (i) construct a replacement passenger terminal that has more than 14 aircraft parking gates or that exceeds 355,000 square feet in size; or (ii) operate more than 6,637 public parking spaces associated with air carrier operations at the terminal building (such amount excludes employee parking spaces and parking spaces for aircraft hangar tenants and customers).

Section 6. CEQA Compliance.

A. The Replacement Terminal Project was analyzed and examined in the EIR, which was prepared by the Authority as lead agency.

B. At a duly noticed meeting on July 11, 2016, the Commission adopted Resolution No. 469 which certified the Final EIR, adopted findings pursuant to the California Environmental Quality Act (“CEQA”), adopted a Mitigation Monitoring and Reporting Program, and adopted a Statement of Overriding Considerations. The mitigation measures set forth in such Mitigation Monitoring and Reporting Program are incorporated herein by reference.

C. Section 15091 of the State CEQA Guidelines requires that the Authority, before approving the Project, make one or more of the following written finding(s) for each significant effect identified in the Final EIR accompanied by a brief explanation of the rationale for each finding: (1) changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the Final EIR; or (2) such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency; or (3) specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR. The Commission hereby acknowledges, reaffirms

and incorporates herein the required findings contained in Exhibits A, B and C, respectively, of Commission Resolution No. 469: (a) with respect to the Adjacent Property Full-Size Terminal development option; (b) with respect to the Southwest Quadrant Full-Size Terminal development option; and (c) with respect to the Southwest Quadrant Same-Size Terminal development option.

D. The Commission hereby acknowledges, reaffirms and incorporates herein by this reference the finding with respect to the environmental impacts identified in the Final EIR that are found to be less than significant and do not require mitigation as described in Section IV of Exhibits A through C to Commission Resolution No. 469 for the respective Replacement Terminal Project development options.

E. The Commission hereby acknowledges, reaffirms and incorporates herein by this reference, the finding with respect to environmental impacts, or certain aspects of impacts, identified in the Final EIR as potentially significant, but that can be reduced to less than significant levels with mitigation as described in Section V of Exhibits A through C to Commission Resolution No. 469 for the respective Replacement Terminal Project development options.

F. The Commission hereby acknowledges, reaffirms and incorporates herein by this reference, the finding with respect to environmental impacts identified in the Final EIR as significant and unavoidable despite the imposition of all feasible mitigation measures as described in Section VI of Exhibits A through C to Commission Resolution No. 469 for the respective Replacement Terminal Project development options.

G. The Commission hereby acknowledges, reaffirms and incorporates herein by this reference, the findings with respect to alternatives to the Replacement Terminal Project that might eliminate or reduce significant environmental impacts that are contained in Exhibit D to Commission Resolution No. 469.

H. Public Resources Code Section 21081.6 requires the Authority to prepare and adopt a Mitigation Monitoring and Reporting Program for any project for which mitigation measures have been imposed to assure compliance with the adopted mitigation measures. The Mitigation Monitoring and Reporting Program, describing the required mitigation measures for each of the Replacement Terminal Project development options, is attached as Exhibit E to Commission Resolution No. 469, and its adoption is hereby reaffirmed and incorporated herein by this reference. In addition, the Replacement Terminal Project includes a number of design characteristics that serve to reduce potentially significant impacts. These "Project Design Features" are described in Exhibit F to Commission Resolution No. 469, and are incorporated herein by reference. Only the mitigation measures and Project Design Features relating to the Replacement Terminal Project development option ultimately constructed by the Authority, as identified in the Exhibits E and F, shall be made applicable to the approved and implemented Project.

I. Pursuant to Section 15090 to the State CEQA Guidelines, prior to taking action, the Commission was presented with the Final EIR and reviewed, considered, and exercised its independent judgment in considering the Final EIR and all of the information and data in the administrative record. The Commission has also reviewed and considered all oral and

written testimony presented to it during meetings and hearings and finds that the Final EIR is adequate and was prepared and completed in full compliance with CEQA. No comments or any additional information submitted to the Authority have produced any substantial new information requiring additional recirculation or additional environmental review of the Replacement Terminal Project under CEQA.

J. For all significant and unavoidable impacts, including Adjacent Full-Size Terminal Option impacts to Air Quality (Operational Air Quality Standards, Criteria Pollutant Emissions, and Cumulative impacts), Southwest Quadrant Full-Size Terminal Option impacts to Air Quality (Operational Air Quality Standards, Toxic Air Contaminants, Criteria Pollutant Emissions, and Cumulative impacts), and Southwest Quadrant Same-Size Terminal Option impacts to Air Quality (Operational Air Quality Standards, Toxic Air Contaminants, Criteria Pollutant Emissions, and Cumulative impacts), identified in the Final EIR as “significant and unavoidable,” the Commission hereby acknowledges and reaffirms the “Statement of Overriding Considerations” as set forth in Exhibit G to Commission Resolution No. 469, which is incorporated herein by reference. The Commission finds that each of the overriding benefits, by itself, would justify proceeding with the Replacement Terminal Project despite any significant unavoidable impacts identified in the Final EIR or alleged to be significant in the record of proceedings.

Section 7. Approval of Replacement Terminal Project and Development Agreement. Based on all the findings contained in this Resolution and all other evidence in the record, the Commission hereby approves the Replacement Terminal Project and the Development Agreement Between the City of Burbank and the Burbank-Glendale-Pasadena Airport Authority Relating to the Bob Hope Airport, in the form attached as Exhibit B to the July 11, 2016 staff report for this item, directs staff to submit the Development Agreement to Burbank, authorizes the Executive Director and Authority Counsel to make non-substantive amendments to the Development Agreement prior to final approval by the Burbank City Council, and authorizes the President to execute the Development Agreement when the Burbank City Council has approved that document in a form and with conditions acceptable to the Authority.

Section 8. Approval of Easement Modification. Based on all the findings contained in this Resolution and all other evidence in the record, the Commission hereby approves the Easement Modification, in the form attached as Exhibit C to the July 11, 2016 staff report for this item, directs staff to submit the Easement Modification to Burbank, authorizes the Executive Director and Authority Counsel to make non-substantive amendments to the Easement Modification prior to final approval by the Burbank City Council, and authorizes the President to execute the Easement Modification, when the Burbank City Council has approved that document in a form and with conditions acceptable to the Authority.

Section 9. Approval of Burbank Conditions of Approval. Based on all the findings contained in this Resolution and all other evidence in the record, the Commission hereby approves the Project Conditions for the Burbank City Council’s approval of the Replacement Terminal Project, in the form attached as Exhibit D to the July 11, 2016 staff report for this item, authorizes the Executive Director and Authority Counsel to make amendments to the Project Conditions that are consistent with the Authority’s approval of the Replacement Terminal Project, and authorizes the President to execute the Development Agreement with the

Project Conditions included as an Exhibit thereto when the Burbank City Council has approved those Project Conditions in a form acceptable to the Authority.

Section 10. Certification. The Board Secretary shall certify to the adoption of this Resolution, and shall cause this Resolution to be entered in the official records of the Authority.

Section 11. Effective Date. This Resolution shall be effective upon adoption.

ADOPTED, this 11th day of July, 2016.

Frank Quintero, President
Burbank-Glendale-Pasadena Airport Authority

Attest:

Terry Tornek, Secretary

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

I, Dan Feger, do hereby certify that the foregoing resolution was duly and regularly adopted by the Commissioners of the Burbank-Glendale-Pasadena Airport Authority (“Authority”) as a result of the following vote taken at the Authority’s special meeting on _____, 2016:

AYES:

NOES:

ABSENT:

Dan Feger
Assistant Secretary

**7/11/2016 Commission Mtg.
Agenda Item 6.c.
Award of Non-Exclusive Concession and
Lease Agreement to
BRICKANDMORTAR.ME, INC. for Specialty Retail**

CONCESSION AND LEASE AGREEMENT

BETWEEN THE

BURBANK - GLENDALE – PASADENA AIRPORT AUTHORITY

AND

BRICKANDMORTAR.ME, INC.

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Exhibit "B"	Non-Discrimination Provisions (§5.6)
Exhibit "C"	Tenant Improvement Request Form (§8.4)

CONCESSION AND LEASE AGREEMENT

THIS CONCESSION AND LEASE AGREEMENT (this "Agreement") is dated as of _____, 2016, and is entered into by and between the BURBANK - GLENDALE - PASADENA AIRPORT AUTHORITY, a public entity formed under a joint exercise of powers agreement among the Cities of Burbank, Glendale, and Pasadena, California, pursuant to the California Joint Exercise of Powers Act ("Landlord"), and BRICKANDMORTAR.ME, INC., a California corporation ("Tenant").

1. GRANT OF CONCESSION.

1.1 **General.** In consideration of the terms and conditions to be performed by Tenant, Landlord grants to Tenant the non-exclusive right to conduct and operate an on-airport retail pet store at the Bob Hope Airport ("Airport"), upon the terms and subject to the conditions set forth in this Agreement.

1.2 **Nonexclusive.** Tenant acknowledges and understands that the grant to Tenant of the right to conduct and operate an on-airport retail pet store at the Airport pursuant to this Agreement is non-exclusive. Additionally, Tenant acknowledges and understands that Landlord reserves the right to grant to persons, partnerships, firms, corporations and other entities, other than Tenant ("Other Concessionaires"), rights to conduct and operate the same or similar businesses at the Airport.

2. LEASED PREMISES.

2.1 **Location of the Leased Premises.** Landlord leases to Tenant, and Tenant hires from Landlord, certain premises shown and described on the site plan attached as Exhibit "A" ("Leased Premises"), which Leased Premises are situated within the main terminal building at the Airport ("Building"), within the Airport, together with the right, in common with others, to the use of certain of the "common use facilities" of the Airport as set forth in Section 17 below, upon the terms and subject to the conditions set forth in this Agreement.

2.2 **Acceptance of the Leased Premises.** Tenant accepts the Leased Premises in their current "AS-IS" condition existing as of the date hereof, without representation or warranty, express or implied. Tenant agrees that the Leased Premises are in a good and tenantable condition, but need to be vacated by the current tenant thereof. Tenant acknowledges that Tenant has inspected the Leased Premises and available common use facilities of the Airport to its satisfaction. Additionally, Tenant acknowledges that, except as expressly provided in Section 6.1.1, Landlord is not obligated to make any repairs or alterations to the Leased Premises or any common use facilities.

2.3 **Reservations to Landlord.** Tenant further accepts the Leased Premises subject to any and all existing easements and encumbrances. Landlord reserves the right, without obligation, to install, lay, construct, maintain and repair utilities and appurtenances necessary or convenient in connection therewith in, over, upon, through, across, under and along the Leased Premises or any part thereof, and to enter the Leased Premises for any and all such purposes. Landlord also reserves the right to grant franchises, easements, licenses, rights of way and permits in, over, upon, through, across, under and along any and all portions of the Leased

Premises. No right reserved by Landlord in this Section shall be so exercised as to interfere unreasonably with Tenant's operations.

2.4 Landlord's Right of Access. Landlord shall have free access to the Leased Premises in all cases of emergency and during all reasonable hours for the purposes of examining the same to ascertain if they are in good repair, inspecting any work in progress within the Leased Premises, the Buildings or elsewhere on the Airport, making repairs which Landlord may be required or permitted to make, and exhibiting the same to prospective purchasers or Tenants. Such entry shall be made in a manner which will not unreasonably interfere with Tenant's use of the Leased Premises, except in case of emergency. In the event that Tenant is not personally present to open and permit such entry, Landlord may enter the Leased Premises by means of a master key or may enter forcibly and shall incur no liability to Tenant as a result of such entry, except for any willful misconduct on the part of Landlord or any of its employees, agents, representatives or contractors.

3. TERM.

3.1 Commencement Date. The term of this Agreement shall commence on _____, 2016 ("Commencement Date"), and shall continue until the date that is one (1) calendar year thereafter, as extended under Section 3.2 below, unless earlier terminated as provided herein, including a termination pursuant to Section 3.3 below.

3.2 Tenant Extension Options. Tenant shall have five (5) one-year extension options, which Tenant may exercise by giving written notice to Landlord at least ninety (90) days prior to the then-scheduled expiration of this Agreement; provided, however, that each such exercise of an extension option must be approved in writing by the Executive Director of the Landlord in order to be effective.

3.3 Early Termination.

3.3.1 Rights to Terminate. Either party may, in its sole and absolute discretion, terminate under this Agreement upon one hundred and sixty (60) days' prior written notice to the other.

3.3.2 Rights of Tenant. Upon the termination of this Agreement, all rights of Tenant under this Agreement with respect to the terminated area of the Leased Premises shall terminate and Landlord shall be under no duty or obligation to enter into a new Concession and Lease Agreement with Tenant or to extend this Agreement with respect to any other premises at the Airport.

3.3.3 Tenant Acknowledgments. The provisions of this Section 3.3 are contractual and arise from Landlord's unwillingness to enter into a long term lease of the Leased Premises without the right to terminate this Agreement as provided herein. Tenant acknowledges that under these circumstances, including those recited above, such provisions are reasonable and Tenant is willing to accept Landlord's termination right in order to obtain a longer lease term and in consideration of the payment provisions contained herein. Exercise by Landlord of its termination right shall not be construed as a taking by Landlord of any part of the Leased Premises or of Tenant's rights or leasehold estate under this Agreement, and Tenant shall not be

entitled to payment for any loss of goodwill, income or other amount measured by Tenant's loss upon termination or reduction of its business following termination of all or a portion of this Agreement.

4. PAYMENTS BY TENANT. In consideration of Landlord (i) granting to Tenant a concession to operate an on-airport retail men's grooming and lifestyle products business at the Airport, and (ii) leasing to Tenant the Leased Premises, Tenant shall pay to Landlord, without setoff or deduction, the amounts set forth in this Section 4.

4.1 Minimum Annual Guarantee and Concession Fee.

4.1.1 Minimum Annual Guarantee. In consideration of Landlord granting to Tenant the non-exclusive right, privilege and concession to conduct an on-airport business at the Airport, and not in consideration for the right to possess, use or occupy any portion of the Leased Premises, commencing on the Commencement Date, Tenant shall pay to Landlord the following:

4.1.1.1 Amount. The sum of Fifteen Thousand and No/100 Dollars (\$15,000.00) ("Minimum Annual Guarantee") as a minimum annual concession fee for each twelve (12) month period ("Annual Period") during the term hereof, subject to annual adjustment as follows.

4.1.1.2 Annual MAG Adjustments. On each anniversary of the Commencement Date (an "Adjustment Date"), the Minimum Annual Guarantee shall be increased by the greater of: (i) three percent (3%) of the Minimum Annual Guarantee in effect, or (ii) one hundred twenty percent (120%) of the CPI Increase (as defined in Section 4.1.1.4 and 8.1.1.5 below); however, in no event shall the increase be greater than six percent (6%) of the then-existing Minimum Annual Guarantee.

4.1.1.3 Payments. The Minimum Annual Guarantee for each Annual period shall be payable in twelve (12) equal monthly installments, in advance, commencing on the Commencement Date and continuing on the first day of each month calendar thereafter, prorated for any partial month in an Annual Period.

4.1.1.4 Definitions

(i) The term "Adjustment Index" shall mean the Consumer Price Index for the month of September of the calendar year containing the applicable Adjustment Date.

(ii) The term "CPI Increase" shall mean the percentage increase in the Consumer Price Index, as determined in accordance with Section 4.1.1.5 below.

(iii) The term "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers for the Los Angeles - Anaheim - Riverside statistical area (CPI-U) (1982-84 =100) (the "Index") published by the United States Department of Labor, Bureau of Labor Statistics.

(iv) The term “Prior Index” shall mean on each Adjustment Date, the Consumer Price Index used as the Adjustment Index on the prior Adjustment Date (or in the case of the first adjustment, the Consumer Price Index for the month of September of the prior calendar year).

4.1.1.5 Calculation. To determine a CPI Increase, the applicable Adjustment Index shall be compared with the applicable Prior Index. If the Adjustment Index has increased over the Prior Index, the CPI Increase, expressed as a percentage (carried to the third decimal place and rounded up if the third decimal place is .005 or greater and rounded down if the third decimal place is less than .005), shall be determined by dividing the Adjustment Index by the Prior Index and multiplying the quotient by one hundred (100). In the event the Consumer Price Index is changed so that the base year differs from that used for the Prior Index, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. In the event the Index is discontinued or revised during the term of this Lease, such other governmental index or computation with which it is replaced shall be used.

4.1.2 Additional Concession Fee.

4.1.2.1 Amount. In addition to the Minimum Annual Guarantee, commencing on the Commencement Date, Tenant shall pay to Landlord the amount, if any, by which (i) the sum of the applicable percentages of Gross Sales for each month that are set forth below exceeds (ii) the Minimum Annual Guarantee payment for that month (the “Additional Concession Fee”).

12% of Gross Sales from \$1 - \$149,999
13% of Gross Sales from \$150,000 - \$199,999
14% of Gross Sales from \$200,000 - \$249,999
15% of Gross Sales equal to or greater than \$250,000

The Additional Concession Fee shall be estimated and paid monthly on or before the twentieth (20th) day of each calendar month, on the basis of the preceding calendar month’s Gross Sales. The payment of the Additional Concession Fee due for any partial calendar month at the beginning or end of the term of this Agreement shall be prorated on the basis of a thirty (30) day month. Tenant shall use its best efforts to maximize its Gross Sales generated from sales of products, goods, merchandise and services in the Leased Premises, and shall operate its business in the Leased Premises from at least 6A.M. to 10 P.M. seven (7) days a week (unless otherwise approved in writing by the Executive Director).

4.1.2.2 Definitions.

4.1.2.2.1. Gross Sales. The term “Gross Sales”, as used herein, shall mean and include the following:

(i) The entire amount of the price charged, whether wholly or partly for cash or on credit or otherwise (including, without limiting the generality of the foregoing, the amount allowed upon any “Trade-in”), for all goods, wares, and merchandise sold or rented, for all services or labor performed, or for the extension of credit in, at or from any

part of the Leased Premises, or through the substantial use of the Leased Premises, by Tenant or anyone acting on Tenant's behalf or under a sublease, license or concession from Tenant.

(ii) All gross receipts of Tenant or any other person from any operations in, at or from the Leased Premises which are neither included in nor excluded from gross sales by any other provision of this Agreement, but without any duplication.

(iii) The entire amount of the price charged for all orders obtained or received by personnel operating from, reporting to, or under the supervision of any employee or agent located at or operating out of the Leased Premises, or which Tenant would, in the normal course of its operations, credit or attribute to its business in the Leased Premises, whether or not such order is filled elsewhere.

(iv) All deposits not refunded to purchasers.

(v) The entire price charged for all sales/orders made or placed from any computer equipment or other equipment located in the Leased Premises.

4.1.2.2.2. Exclusions. The term "Gross Sales," as used herein shall not include the following:

(i) The amount of any cash or credit refund in fact made upon sales from the Leased Premises, where the merchandise sold or some part thereof is returned by the purchaser and accepted by Tenant (but not exceeding the amount originally included in gross sales on account of such sale).

(ii) Returns to shippers or manufacturers.

(iii) The amount of any sales, luxury or excise taxes on sales from the Leased Premises, where such taxes are both added to the selling price (or absorbed therein) and paid to the taxing authorities by Tenant (but not by any vendor of Tenant).

(iv) The exchange of merchandise between stores of Tenant, when such exchanges are made solely for the operation of Tenant's business and not for the purpose of consummating a sale which has been made at, in or from the Leased premises.

(v) Revenue from sale of trade fixtures after use in the Leased Premises and sums or credits received in settlement of claims for loss of or damage to merchandise.

(vi) Revenue in the form of volume discounts and volume rebates received from Tenant's vendors, suppliers or manufacturers.

(vii) Customary discounts given by Tenant on sales of merchandise or services to its own employees or employees at the Airport.

(viii) Shipping, delivery and gift wrapping charges provided at Tenant's actual cost by Tenant.

4.1.2.3 Gross Sales Statements.

4.1.2.3.1. Monthly Statements. Tenant shall submit to Landlord, together with each payment of the Additional Concession Fee payable pursuant to Section 4.1.2.1, a written statement, in such form and detail as is required by Landlord, signed and certified by Tenant to be true, correct and accurate, setting forth the amount of Tenant's Gross Sales during the preceding calendar month.

4.1.2.3.2. Annual Statements. Within forty-five (45) days following the end of each Annual Period, or within forty-five (45) days following the earlier termination of this Agreement, Tenant shall submit to Landlord either (i) a written statement, in such form and detail as is required by Landlord, setting forth the amount of Tenant's Gross Sales during the preceding Annual Period or portion thereof, prepared and certified as to accuracy by the chief financial officer of Tenant; or (ii) Tenant's financial statements for the preceding Annual Period, including a balance sheet, a statement of income and expenses and a statement of cash flow, prepared in accordance with generally accepted accounting principles consistently applied, and certified as to accuracy by the chief financial officer of Tenant.

4.1.2.3.3. Failure to Furnish Statements. In the event that Tenant fails to furnish any monthly or annual written statement of Gross Sales as provided in Section 4.1.2.3.1 or Section 4.1.2.3.2, in addition to any other remedies available to Landlord, Landlord shall have the right, but not the obligation, to engage an accountant selected by Landlord, including any employee or contractor of Landlord, to prepare a written statement of Tenant's Gross Sales for the period Tenant has failed to furnish such statement, the cost of which shall be paid by Tenant as additional rent, and Tenant shall make available to Landlord all of Tenant's books, records and accounts for purposes of preparing such statement. Any statement prepared in accordance with this Section shall be conclusive as to the period covered.

4.2 Maintenance of Books and Records; Landlord Right to Audit. For the purpose of ascertaining the amount of the payments of the Minimum Annual Guarantee and the Additional Concession Fee payable by Tenant to Landlord pursuant to Sections 4.1.1 and 4.1.2, Tenant shall prepare and maintain, for a period of not less than three (3) years following the expiration or termination of this Agreement and in accordance with the current accounting requirements of Landlord, as such may be changed at any time and from time to time during the term, full, complete and proper books, records and accounts of the business and operations conducted by Tenant on the Leased Premises. Tenant shall make all books, records and accounts relating to the business and operations conducted by Tenant on the Leased Premises available for inspection by Landlord and its designated representatives and Landlord and its designated representatives shall have the right to inspect the same at all reasonable times. At any time within three (3) years following the receipt by Landlord of any monthly or annual written statement of Gross Sales furnished by Tenant to Landlord pursuant to Section 4.1.2.3.1 or Section 4.1.2.3.2, Landlord shall have the right, but not the obligation, to cause an audit to be conducted by an auditor selected by Landlord, including any employee or contractor of Landlord, of Tenant's books, records and accounts relating to the Leased Premises for the period covered by such written statement, including, without limitation, all federal, state, county or city reports and income and other tax returns, bank statements, operating manuals and procedures, sales receipts, active and inactive files, general ledgers, invoices, rental orders and check registers. Tenant shall

cooperate with and shall provide all information requested by such auditor and shall make Tenant's employees available to cooperate with and provide all information requested by such auditor. Any deficiency disclosed by any such audit shall be paid by Tenant upon demand. The cost of any such audit shall be paid by Landlord; provided, however, in the event that any such audit shall disclose an additional liability in any period for the Minimum Annual Guarantee and/or the payments of the Additional Concession Fee in excess of two percent (2%) of the Minimum Annual Guarantee and/or the payments of the Additional Concession Fee paid by Tenant for any period, in addition to such deficiency, Tenant shall pay to Landlord upon demand the cost of such audit.

4.3 Controls.

4.3.1 Cash Register. Tenant shall operate its business upon the Airport so that all Gross Sales, whether occurring as a result of cash or credit transactions from any operations, are recorded at the time of the event on a cash register with the following minimum controls (which may be accomplished electronically in lieu of physical receipts/tapes/journals):

- (i) Provision for a customer receipt.
- (ii) Display of amount of the transaction to customer.
- (iii) Sales journal tape, which cannot be manually reset, of every entry in the order of its occurrence with a consecutive number automatically printed to identify each transaction.
- (iv) Subtotal controls printed on the Gross Sales journal showing the applicable date, which subtotals are not to be eradicated.
- (v) Daily register total controls printed on the Gross Sales journal showing the applicable date, which totals are not to be eradicated.

4.3.2 Daily Gross Sales Report. Tenant shall maintain a daily Gross Sales posting report showing the activity of each cash register for each cashier shift on each business day, including beginning and ending consecutive transaction number, total cash Gross Sales, total credit Gross Sales, grand total, overages and shortages. Reports may be maintained electronically and are to be maintained for a minimum of three (3) years and are to be reconciled to any periodic Gross Sales report and the written statement for reporting Gross Sales in computing the Additional Concession Fee.

4.3.3 Cash Register Gross Sales Journal Tapes. Cash register Gross Sales journal tapes are to be stored in containers containing up to two (2) weeks' business transactions with a cut-off at the end of the calendar month; each container shall identify clearly the beginning and ending date, and shall be systematically filed for a period of three (3) years. Notwithstanding the foregoing, journals may be maintained electronically (as opposed to tapes).

4.3.4 Compliance. Landlord shall have the right, at any time and from time to time, to inspect and review all records required to be maintained by Tenant pursuant to this Section 4.4. Written authorization by Landlord shall be provided at the sole option and

discretion of Landlord. Failure to comply with these requirements by Tenant shall be considered a default under Section 14.1.1.5.

4.4 Space Rent. In consideration of Landlord leasing to Tenant the Leased Premises, commencing upon the Commencement Date, Tenant shall also pay to Landlord in advance, on the first day of each calendar month, without demand, offset or deduction, the amount of fifty-four dollars (\$60.00) ("Space Rent"), which shall be increased on each Adjustment Date by the greater of: (i) three percent (3%) of the monthly Space Rent then in effect, or (ii) one hundred and twenty percent (120%) of the CPI Increase (as defined in Section 4.1.1 above); however, in no event shall the increase exceed six percent (6%) of the Space Rent then in effect.

4.5 Prices and Quality; Promotions.

4.5.1 General. Tenant covenants and agrees that all products, goods, merchandise and services offered by Tenant shall be of high quality and that the prices charged shall not exceed one hundred ten percent (110%) of the prices charged for comparable products by other retail businesses within a radius of twenty (20) miles from the Airport. Annually, on or before January 1 of each calendar year, Tenant shall deliver to Landlord, Tenant's then-current price list for all products, goods, merchandise and services.

4.5.2 Surveys. On or before January 1 of each calendar year, and at any other time during the term, requested in writing by the Executive Director, Tenant shall make a reasonable survey of prices of other products, goods, merchandise and services similar to those being offered for sale by Tenant from the Leased Premises (just a reasonable sample, not for every product that Tenant sells), which other products, goods, merchandise and services are being offered for sale within a radius of twenty (20) miles from the Airport. If such survey shows that any prices being charged by Tenant for any products, goods, merchandise or services offered for sale in the Leased Premises does not comply with Section 4.5.1, Landlord shall so notify Tenant in writing, and Tenant shall be required to adjust such prices to so comply within ten (10) days of the delivery of such written notice. Tenant's failure to adjust the prices in accordance with Landlord's written notice shall constitute an event of default under Section 14.1.1.14.

4.6 Partial Calendar Months. The monthly payment of the Minimum Annual Guarantee and the Space Rent shall be prorated for any partial calendar months during the term on the basis of a thirty (30) day calendar month.

4.7 Taxes. Tenant shall pay, as additional rent under this Agreement, all "taxes" imposed by any authority having the direct or indirect power to tax and which are applicable to the Leased Premises. As used herein, the term "taxes" shall include any form of possessory interest tax, assessment (including any public transit or other benefit assessment district levy or assessment), license fee, commercial rental tax, any tax or excise on rents, levy, penalty or tax (other than net income, inheritance or estate taxes) imposed by any authority having the direct or indirect power to tax, including any federal, state, county or city government, or any school, agricultural, lighting, drainage, or other improvement district thereof, as against any legal or equitable interest of Landlord in the Leased Premises, as against Landlord's right to rent or other income therefrom, or as against Landlord's business of leasing

the Leased Premises. In this regard, Tenant recognizes and understands that this Agreement may create a possessory interest in some or all of the Leased Premises subject to property taxation and that Tenant may be subject to the payment of taxes levied on such interest. Tenant shall pay all taxes within fifteen (15) days following the delivery to Tenant of a statement therefor.

4.8 Utilities. Landlord shall pay all water, gas, heat, light, power, air conditioning, and other utilities and services (excluding telephone charges and internet and computer related services and charges) supplied to the Leased Premises together with any and all taxes thereon and any connection fees.

4.9 Payments Net to Landlord. Landlord shall receive the amounts payable by Tenant to Landlord pursuant to this Section 4 or any other provision of this Agreement free and clear of any and all other impositions, taxes, liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Leased Premises. All amounts payable by Tenant to Landlord or any other person pursuant to this Section 4 shall constitute rent, irrespective of their designations hereunder, and upon the failure of Tenant to pay any of such amounts, Landlord shall have the same rights and remedies as otherwise provided in this Agreement for the failure of Tenant to pay to Landlord any amounts of rent due.

4.10 Payment. All amounts of Minimum Annual Guarantee, Additional Concession Fee, Space Rent and other payments due to Landlord pursuant to this Section 4 or any other provision of this Agreement shall be paid at the offices of Landlord at the following address: Burbank-Glendale-Pasadena Airport Authority, 2627 Hollywood Way, Burbank, California 91505, ATTENTION: Controller, or at such other place as Landlord may designate from time to time in writing.

4.11 No Abatement of Rent or Fees. Tenant acknowledges and agrees that Tenant shall not be entitled to any abatement of or reduction of any amount payable by Tenant pursuant to this Section 4 or any other provision of this Agreement, except as expressly provided for herein.

4.12 Interest on Past Due Payments. Any amount due from Tenant pursuant to this Section 4 or any other provision of this Agreement which is not paid when due shall bear interest from the due date until paid at a rate equal to five percent (5%) in excess of the prevailing rate established by the Federal Reserve Bank at San Francisco on advances to member banks (but not more than the maximum rate permissible by law); provided, however, that the payment of any interest pursuant to this Section shall not excuse or cure any default by Tenant with respect to its obligations to pay any amount due from Tenant pursuant to this Section 4 or any other provision of this Agreement.

5. USE AND CONDUCT OF BUSINESS BY TENANT.

5.1 Principal Use of Airport. Tenant hereby acknowledges that the principal use of the Airport consists of the operation of a public airport and that all other businesses and operations which now or hereafter are permitted by Landlord to be conducted on or at the Airport, including Tenant's business and operations pursuant to this Agreement, must be at all

times compatible with and subordinate to such principal use, as Landlord, in its sole discretion, shall determine, including the exercise of Landlord's rights pursuant to Section 3.3.1.

5.2 Conduct of Tenant's Business.

5.2.1 Standards. Tenant shall comply strictly with the terms, conditions and requirements set forth in this Section 5.2. In its use of the Airport pursuant to this Agreement, Tenant shall maintain the highest degree and standards of service to meet the needs of the traveling public.

5.2.2 Conduct of Employees. Tenant shall control the conduct, demeanor, and appearance of its officers, employees, agents, representatives and contractors and shall require all of its employees to wear clean and neat appearing clothing and shall take all actions necessary to ensure their courteous, polite and inoffensive conduct and demeanor. Upon objection from Landlord concerning the conduct, demeanor, or appearance of any such person, Tenant immediately shall take all steps necessary to correct or to remove the cause of the objection.

5.2.3 Maintenance of Business. Tenant shall not cause any retail business to be directed away from the Airport but shall take all reasonable measures, in every proper manner, to maintain, develop and increase the business conducted by Tenant pursuant to this Agreement.

5.2.4 Interference with Utilities, Police, Fire Fighting. Tenant shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the mechanical, gas, electrical, heating, ventilating, air conditioning, plumbing or sewer systems, facilities or devices or portions thereof on or servicing the Leased Premises, the Buildings or elsewhere on the Airport. Nor shall Tenant do or permit to be done anything which may interfere with free access or passage to the Leased Premises, the streets, roads, parking lots, curb areas, entryways, exits, sidewalks adjoining the Leased Premises, the Buildings or the common use facilities of the Airport or the public areas adjacent thereto. In addition, Tenant shall not hinder police, fire fighting or other emergency personnel in the discharge of their duties.

5.2.5 Interference with Fire Exits. Tenant shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of fire exits, elevators or escalators in or adjacent to Leased Premises, the Buildings or elsewhere at the Airport, including lines, pipes, wires, conduits and equipment connected with or appurtenant thereto.

5.2.6 Nuisance. Tenant shall not use or permit the use of the Leased Premises, the Buildings or the other areas of the Airport in any manner that will (i) tend to create or permit any waste or nuisance, (ii) tend to disturb other tenants or users of the Airport, (iii) invalidate or cause the cancellation of or be in conflict with any fire or other hazard insurance policies covering the Airport, or (iv) increase the premiums for any fire insurance policies covering the Airport or any property located therein, over the premiums for such policies in effect at the Commencement Date. Tenant, at its expense, shall comply with all rules, orders, regulations, or requirements of the National Board of Fire Underwriters, or any other similar body.

5.2.7 Vending Machines. Tenant shall not place any vending machines or devices in or on the Leased Premises without the prior written consent of Landlord.

5.2.8 Non-Discrimination in Services or Pricing. Tenant shall sell, lease, rent or otherwise furnish all merchandise, property or services from or at the Leased Premises on a fair, equal and non-discriminatory basis to all of Tenant's customers; provided, however, that nothing herein shall be deemed to prohibit Tenant from making reasonable and non-discriminatory volume discounts, rebates or other similar types of price reductions consistent with applicable law.

5.3 Licenses and Permits; Compliance with Laws. Tenant, at Tenant's own cost and expense, shall obtain and maintain in effect at all times all licenses, permits, certificates, approvals and other authorizations required by any federal, state, county, city or other governmental authority or agency having jurisdiction over Tenant, Tenant's business and operations, the Leased Premises, the Buildings and the other areas of the Airport. Tenant shall comply with all applicable federal, state, county and city statutes, regulations, rules and ordinances and all orders of any federal, state, county, city or other governmental authority or agency having jurisdiction over Tenant, Tenant's business and operations, the Leased Premises, the Buildings and the other areas of the Airport.

5.4 Non-Discrimination and Affirmative Action. Tenant shall comply with the provisions of Exhibit "B" attached hereto and by this reference made a part hereof regarding nondiscrimination, as the same may be amended by Landlord from time to time. In addition, Tenant shall undertake an affirmative action program as required by 14 Code of Federal Regulations Part 152, Subpart E, to insure that no person shall, on the ground of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 Code of Federal Regulations Part 152, Subpart E. Tenant agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by such subpart.

5.5 Disadvantaged Business Enterprise Commitment. It is the policy of the Landlord to insure that Disadvantaged Business Enterprises (hereinafter "DBE"), as defined by the United States Department of Transportation, are granted the maximum practical opportunity to participate in contracts and concessions granted by Landlord. Accordingly, Tenant shall provide the maximum opportunity for direct DBE participation in the management and/or operation of the concession business herein authorized. Further, Tenant covenants to use good faith efforts to provide opportunities for DBE's in its award of contracts for goods and services at the Airport. Tenant agrees to promptly return any information requested by Landlord in order to determine compliance with this Section.

5.6 Compliance With FAA Grant Assurances and Airport Use. In connection with the ownership and use of the Airport by Landlord, Tenant hereby agrees as follows:

5.6.1 Development or Improvement of Landing Area. Landlord reserves the right further to develop or improve the landing area of the Airport as it sees fit, regardless of the desires or views of Tenant, and without interference or hinderance.

5.6.2 Maintenance of Landing Area and Public Facilities. Landlord reserves the right, but shall not be obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Tenant in this regard.

5.6.3 Agreements with United States. This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between Landlord and the United States, or any lawful requirement of the United States, relative to the development, operation, or maintenance of the Airport.

5.6.4 Reservation of Rights. There is hereby reserved to Landlord, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises and other areas of the Airport. This public right of flight shall include the right to cause within such airspace any noise inherent in the operation of any aircraft used for navigation or flight through such airspace or landing at, taking off from or operating on the Airport.

5.6.5 Height Restrictions. Tenant shall not erect nor permit the erection of any structure or object, nor permit the growth of any tree, on the Leased Premises or elsewhere at the Airport in violation of federal height restrictions and obstruction criteria or any more restrictive height restrictions and obstruction criteria established from time to time by Landlord. In the event these covenants are breached, Landlord reserves the right to enter upon the Leased Premises or other areas at the Airport to remove the offending structure or object and to cut the offending tree, all of which shall be at the expense of Tenant.

5.6.6 Interference with Aircraft. Tenant shall not make use of the Leased Premises or any other areas at the Airport in any manner which might interfere with the landing and taking off of aircraft from the Airport, or which might otherwise constitute a hazard. In the event this covenant is breached, Landlord reserves the right to enter upon the Leased Premises or other areas at the Airport and cause the abatement of such interference, at the expense of Tenant.

5.6.7 Rights of United States. This Agreement and all the provisions hereof shall be subject to whatever right the United States Government now has, or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport, or the exclusive or nonexclusive use of the Airport, by the United States during the time of war or national emergency or otherwise.

5.6.8 Unauthorized Access. Tenant shall use reasonable precautions to prevent unauthorized persons from gaining access to restricted flight and aircraft operational areas.

5.6.9 Security Checks. Tenant agrees to maintain records of background checks for all employees of Tenant and to make such records available to the FAA and Landlord as may be requested from time to time.

5.7 Airport Security.

5.7.1 Compliance. Tenant shall cause its officers, contractors, agents, sponsors and employees to comply with all existing and future security regulations adopted by Landlord pursuant to Part 1520 and 1542, Title 49 of the Code of Federal Regulations, as it may be amended from time to time. With respect to Airport security, it is a material requirement of this Lease that Tenant shall comply with all rules, regulations, written policies, and authorized directives from Landlord and/or the Transportation Security Administration ("TSA"). Violation by Tenant or any of its employees of any rule, regulation, or authorized directive from Landlord or TSA with respect to Airport security shall constitute a material breach of this Agreement. Any person who violates such rules may be subject to revocation of his/her access authorization. Tenant will fully reimburse Landlord for any fines or penalties levied against Landlord for security violations as a result of any actions on the part of the Tenant, its agents, contractors, suppliers, guests, customers, sponsors, or employees. Tenant will also fully reimburse Landlord for any attorney fees or related costs paid by Landlord as a result of any such violation.

5.7.2 Changes in Security Status. Tenant understands and acknowledges that all rules, regulations, written policies, and authorized directives from Landlord and/or the TSA under this Agreement is subject to changes in alert status as determined by the TSA, which is subject to change without notice. If the security status of the Airport changes at any time, Tenant shall take immediate steps to comply and assist its employees, agents, independent contractors, invitees, successors, and assigns in complying with security modifications that occur as a result of the changed status. At any time, Tenant may obtain current information from the Landlord's security department regarding the Airport's security status in relation to Tenant operations at the Airport.

5.7.3 Access Keys and Badges. Tenant shall return to Landlord all access keys or access badges issued to its officers, contractors, agents, sponsors and employees for any area of the Airport, once this Agreement expires or terminates or upon Landlord's demand. If Tenant fails to do so, Tenant shall be liable to reimburse Landlord for all of Landlord's costs for work required to prevent compromise of the Airport security system. Landlord may withhold funds in the amount of such costs from any amounts due and payable to Tenant.

5.7.4 Breach. Any breach or violation by Tenant of, or failure by Tenant to comply with, any provision of the Airport security shall constitute a breach of and an event of default under Section 14.1.1.7.

6. MAINTENANCE AND REPAIRS.

6.1 Landlord's Obligations.

6.1.1 Landlord Obligations. Subject to the provisions of Section 10, during the term of this Agreement, Landlord shall keep and maintain in good condition and repair, reasonable wear and tear excepted, according to the standards established by Landlord, as the same may be changed at any time and from time to time, (i) the foundations, roof and other structural components of the Buildings, including the structural portions of the exterior walls of

the Leased Premises, and (ii) all sprinklers, plumbing, sewer, electrical, water, gas, drains, heating, ventilating and air conditioning systems, facilities and equipment serving the Leased Premises, but only to the extent such systems, facilities or equipment are located within the Airport and only to the point of connection or distribution to the Leased Premises, as determined by Landlord, and are not located within any easement in favor of a municipal or public utility supplier; provided, however, that Landlord shall have no obligation to repair any damage to any of the foregoing to the extent caused by the willful or negligent act or omission, including, without limitation, overuse or abuse, of Tenant or the agents, employees, or invitees of Tenant, which damage shall be repaired promptly by Tenant, at Tenant's sole cost and expense. Landlord shall have no obligation to commence any maintenance or repair required under this Section until thirty (30) days after the receipt by Landlord of written notice of the need for such maintenance or repair. Landlord shall not be liable to Tenant for any injury to or interference with Tenant, Tenant's business and operations or use or occupancy of the Leased Premises arising out of, resulting from or relating to the performance of any maintenance or the making of any repairs.

6.1.2 Tenant Waiver. Except as provided in Section 6.1.1, Landlord shall have no obligation to maintain or make any repairs to the Leased Premises. Tenant hereby waives any and all rights provided in Civil Code Sections 1941 through Section 1942, inclusive, and waives, to the extent permissible, any rights under other statutes or laws now or hereafter in effect which are contrary to the obligations of Landlord under Section 6.1.1, or which place obligations upon Landlord in addition to those provided in Section 6.1.1. Landlord shall not be liable to Tenant by reason of any injury to or interference with Tenant's business arising from or connected with the need for or the making of any repairs, alterations, or improvements to the Leased Premises.

6.2 Tenant's Obligations.

6.2.1 Maintenance. Subject to the provisions of Section 10, and, except as expressly provided in Section 6.1.1, Tenant, at Tenant's sole expense, shall maintain the Leased Premises, in good order, condition, and repair and in a neat, attractive, sanitary condition, free from waste or debris according to standards established by Landlord (whether or not such part of the Leased Premises requiring repair, or the means of repairing the same, are reasonably or readily accessible to Tenant, and whether or not the need for such repairs occurs as a result of Tenant's use, any prior use, the elements or the age of such part of the Leased Premises) including all of the following: (i) all ceilings, floors, interior walls, non-structural components of exterior walls, store fronts, windows, doors, plate glass, showcases, skylights, entrances, and vestibules located within the Leased Premises, and (ii) trade fixtures, furniture and other personal property located in or used in the Leased Premises, including any and all Alterations (as defined in Section 8.4); and (iii) all lights (including replacement of light bulbs). Tenant shall make any and all repairs required pursuant to this Section as and when the same become necessary to maintain the Leased Premises and every part thereof in good order condition and repair, but in no event later than thirty (30) days following the delivery to Tenant of the need for such repair, or immediately in the event of an emergency. All repairs to the Leased Premises made by Tenant as provided in this Agreement shall be performed in accordance with all applicable statutes, regulations, rules and ordinances and all requirements and orders of any and all federal, state, county, city and other governmental authorities and agencies having jurisdiction and Tenant shall secure all required licenses, permits, approvals and authorizations.

6.2.2 Tenant Failure to Repair. In the event that Tenant fails to make any repair to the Leased Premises pursuant to Section 6.2.1 within thirty (30) days following the delivery to Tenant of written notice of the requirement therefor, or immediately in the event of an emergency, Landlord shall have the right, but not the obligation, at Landlord's option, to enter upon the Leased Premises and put the same in good order, condition and repair, and in a neat, attractive and sanitary condition, free from waste and debris, and the cost thereof shall become due and payable, upon demand, by Tenant to Landlord as additional rent.

7. RELOCATION OF LEASED PREMISES. [INTENTIONALLY OMITTED]

8. IMPROVEMENTS AND ALTERATIONS.

8.1 Construction. Tenant shall not, without in each instance obtaining the prior written consent of Landlord, which consent may be granted or withheld, in Landlord's sole discretion, construct, install or make any modifications, alterations, improvements, or additions ("Alterations") in, on or to the Leased Premises. Landlord may impose, as a condition of such consent, such requirements as to the contractor, time, manner, method, design and construction in which the Alterations shall be done as Landlord determines, in its sole discretion. No such Alterations shall be undertaken until Tenant shall have procured and paid for all required permits, licenses, approvals and authorizations of all governmental authorities and agencies having jurisdiction. Prior to the commencement of any Alterations, Tenant shall complete, execute and return to Landlord the form attached hereto as Exhibit "C", as the same may be amended from time to time, and shall comply with all instructions attached thereto and with any and all construction rules and regulations, Landlord delivered to Tenant. All plans shall be subject to Landlord's approval and, when required by the Airport Engineer, shall be prepared, stamped and signed by a California licensed architect or engineer. Engineers shall be licensed for the particular discipline required. No work required in connection with any Alterations shall commence prior to receiving written approval of Landlord. All work done in connection with any Alterations shall be done at Tenant's sole expense and with reasonable diligence, in a good and workmanlike manner, and in compliance with all applicable federal, state, county and city statutes, regulations, rules and ordinances and all orders of any and all governmental authorities having jurisdiction. In order to expedite plan review and approval and to insure that the proposed Alterations will be compatible with the Airport uses, Tenant first shall submit to Landlord for approval a schematic or conceptual plan. Landlord shall have the right to inspect and reject any work not done in accordance with the plans and specifications, and Tenant shall immediately repair or remove such work in accordance with this Section. Within thirty (30) days following the completion of any Alterations, Tenant shall furnish to Landlord a set of "as built" plans and specifications.

8.2 Indemnity. Tenant shall defend, indemnify and hold harmless Landlord from and against any and all responsibilities, liabilities, obligations, damages, injuries, claims, demands, losses, awards, judgments, costs or expenses, arising out of, resulting from or relating to any and all Alterations constructed, installed or made by Tenant on, in or to the Leased Premises pursuant to this Section 8 by virtue of Landlord's review of the plans and specifications relating thereto or otherwise. Tenant assigns to Landlord any and all warranties or guaranties of contractors and subcontractors furnishing labor, materials, equipment and services in connection

with the Alterations, which assignment shall be effective upon the expiration or earlier termination of this Agreement.

8.3 Payment. Tenant shall pay, when due, all claims for labor, materials, equipment and services furnished or alleged to have been furnished to or for Tenant at or for use in the Leased Premises or any other areas of the Airport, which claims are or may be secured by any lien against the Leased Premises or the other areas of the Airport or any interest therein. In the event any such lien is filed against the Leased Premises or any other areas of the Airport, it shall be discharged by Tenant, at Tenant's expense, within (10) days after written notice thereof is delivered to Tenant. Landlord shall have the right to post such notices of nonresponsibility as are provided for in the mechanics' lien laws of California.

8.4 Landlord's Property. Except for personal property and trade fixtures not permanently affixed to the Leased Premises, all Alterations made in, on or to the Leased Premises by or on behalf of Tenant pursuant to this Section 8, upon the expiration or other termination of this Agreement, shall become Landlord's property and shall be surrendered with the Leased Premises, unless Landlord shall elect otherwise not less than thirty (30) days prior to the expiration, or not more than ten (10) days after any other termination of this Agreement. In the event of such election, such Alterations made by or on behalf of Tenant in the Leased Premises, as Landlord may select, shall be removed by Tenant, at its sole cost and expense, at or prior to the expiration of the term of this Agreement, the Leased Premises shall be restored and repaired to the condition existing as of the Commencement Date, subject to reasonable wear and tear, casualty and damage by the elements. In the event of the termination of this Agreement, any such removal shall be accomplished within thirty (30) days after such termination.

9. INSURANCE; INDEMNITY; WAIVERS.

9.1 Tenant Requirements.

9.1.1 General. Tenant, at all times and at Tenant's sole cost and expense, shall maintain in effect the policies of insurance with limits of liability as provided in this Section 9.1.1.

9.1.1.1 Commercial General Liability Insurance. A policy of commercial general liability insurance written on an occurrence basis, including contractual and products liability, covering the liability of Tenant and Landlord arising out of, resulting from or relating to injuries to or death of persons and damage to or loss of property occurring on, in, under or about the Leased Premises or caused by any products sold in or from the Leased Premises in the minimum amount of One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death, or property damage.

9.1.1.2 Fire Insurance. A policy or policies of hazard insurance insuring against loss or damage to or destruction of (i) Tenant's fixtures, Alterations, personal property and equipment located in, on, or at the Leased Premises in an amount not less than one hundred percent (100%) of their replacement value, and (ii) if applicable, all plate glass in the Leased Premises, on an all risk basis.

9.1.1.3 Workers' Compensation Insurance. Statutory workers' compensation insurance and employers' liability coverage in the minimum amount of One Million Dollars (\$1,000,000) covering Tenant's liability for its business and operations at the Leased Premises.

9.1.1.4 Motor Vehicle Liability. Motor vehicle liability insurance coverage, including hired and non-owned vehicle coverage, which provides public liability and property damage liability coverages of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death, or property damage occurring as a result of the ownership, use or operation of motor vehicles in connection with Tenant's business and operations at the Leased Premises.

9.1.2 Adjustment of Insurance Coverage and Limits. Landlord may add to or change the types or coverages of insurance or the minimum limits of liability required to be maintained by Tenant pursuant to Section 9.1.1 by written notice to Tenant of such additions or changes. If Tenant elects not to maintain such additional or changed insurance or limits of liability, Tenant may terminate this Agreement in its entirety by written notice of termination given to Landlord prior to the expiration of such thirty (30) days. If Tenant does not terminate this Agreement, Tenant shall obtain such additional or changed types of insurance or coverages or shall increase its insurance limits of liability as may be required by Landlord and failure to do so shall be an event of default under Section 14.1.1.9.

9.1.3 Policy Requirements. Each insurance policy required to be maintained by Tenant pursuant to Section 9.1.1 (i) shall be obtained from an insurance company authorized to conduct business in the State of California and having a rating of not less than A VII in A.M. Best's Insurance Guide; (ii) except for workers' compensation, shall name Landlord as an additional insured; and (iii) shall provide that Landlord be given at least thirty (30) days' prior written notice of the termination, cancellation or amendment thereof. Concurrently with the execution and delivery of this Agreement, Tenant shall furnish to Landlord a certificate or copy of each such insurance policy and prior to the expiration, cancellation or termination thereof, Tenant shall deliver to Landlord certificates or copies of any and all extensions renewals or replacements thereof.

9.1.4 No Limitation of Liability. Tenant acknowledges and agrees that the limits of liability provided in the insurance policies maintained by Tenant pursuant to Section 9.1.1 shall in no event be considered as limiting the liability of Tenant under this Agreement.

9.2 Indemnification. Tenant shall defend, indemnify and hold harmless Landlord and its commissioners, officers, employees, agents and contractors (collectively, "Landlord Parties"), from and against any and all claims, demands, actions, suits, proceedings, damages, losses, liabilities, obligations, costs and expenses, including, without limitation, attorneys' fees (collectively, "Claims"), arising out of, resulting from or relating to the use or occupancy of the Leased Premises, the Buildings or any other areas of the Airport by Tenant and its subtenants, licensees, directors, officers, partners, employees, agents, representatives, contractors and customers.

9.3 Exemption of Landlord from Liability. Tenant, on behalf of itself and its directors, officers, partners, employees, agents, representatives, contractors and customers hereby waives all claims against Landlord, and Landlord shall not be liable, for any injury or death to persons or any damage or loss to any property in, on or about the Leased Premises, the Buildings or any other areas of Airport, arising out of, resulting from or relating to (i) latent or patent defects in the construction or condition of the Leased Premises, the Buildings or any other areas of the Airport; (ii) Acts of God; (iii) fire, steam, electricity, gas, water, or rain which may leak or flow from or into any part of the Leased Premises, the Buildings or any other areas of the Airport; (iv) riot, civil commotion, aircraft, vehicles, smoke, vandalism, malicious mischief; (v) breakage, leakage, obstruction or other defects of the pipes, wires, appliances, plumbing, heating, ventilation and air conditioning systems, or lighting fixtures of or serving the Leased Premises, the Buildings or any other areas of the Airport; (vi) the use or occupancy of the Leased Premises, the Buildings or any other areas of the Airport by Tenant or any of its directors, officers, partners, employees, agents, representatives, contractors and customers, whether such damage or injury results from conditions arising upon the Leased Premises, the Buildings or upon other areas of the Airport, or from other sources; or (vii) any damage or loss arising from any act or neglect of any other tenant, licensee, concessionaire (including the Other Concessionaires) or customer of the Airport.

10. DAMAGE AND DESTRUCTION.

10.1 Definitions.

10.1.1 “Leased Premises Damage” shall mean if the Leased Premises are damaged or destroyed to any extent.

10.1.2 “Leased Premises Building Partial Damage” shall mean if any of the Building of which the Leased Premises are a part are damaged or destroyed to the extent that the cost of repair is less than fifty percent (50%) of the then Replacement Cost (as defined in Section 10.1.5) of the Building.

10.1.3 “Leased Premises Building Total Destruction” shall mean if any of the Building of which the Leased Premises are a part are damaged or destroyed to the extent that the cost of repair is fifty percent (50%) or more of the then Replacement Cost of the Building.

10.1.4 “Insured Loss” shall mean damage or destruction which was caused by an event required to be covered by the insurance described in Section 9.1. The fact that an Insured Loss has a deductible amount shall not make the loss an uninsured loss.

10.1.5 “Replacement Cost” shall mean the amount of money necessary to be spent in order to repair or rebuild the damaged area to the condition that existed immediately prior to the damage occurring, excluding all improvements made by Tenant or any other tenants of the Building.

10.2 Leased Premises Damage; Leased Premises Buildings Partial Damage.

10.2.1 Insured Loss. Subject to the provisions of Sections 10.4 and 10.5, if at any time during the term of this Agreement there is damage which is an Insured Loss and

which falls into the classification of Leased Premises Damage or Leased Premises Building Partial Damage, then Landlord shall as soon as reasonably possible and to the extent the required materials and labor are readily available through usual commercial channels, at Landlord's expense, repair such damage (excluding any and all Alterations and Tenant's trade fixtures and other personal property) to its condition existing at the time of the damage, and this Agreement shall continue in full force and effect.

10.2.2 Uninsured Loss. Subject to the provisions of Sections 10.4 and 10.5, if at any time during the term of this Agreement there is damage which is not an Insured Loss and which falls into the classification of Leased Premises Damage or Leased Premises Building Partial Damage, unless caused by a negligent or willful act of Tenant (in which event Tenant shall make the repairs at Tenant's expense), which damage prevents Tenant from making any substantial use of the Leased Premises, Landlord may at Landlord's option either (i) repair such damage as soon as reasonably possible at Landlord's expense, in which event this Agreement shall continue in full force and effect, or (ii) give written notice to Tenant within thirty (30) days after the date of occurrence of such damage of Landlord's intention to cancel and terminate this Agreement as of the date of the occurrence of such damage, in which event this Agreement shall terminate as of the date of the occurrence of such damage.

10.3 Leased Premises Buildings Total Destruction. Subject to the provisions of Sections 10.4 and 10.5, if at any time during the term of this Agreement there is damage, whether or not it is an Insured Loss, which falls into the classification of Leased Premises Building Total Destruction, then Landlord may, at Landlord's option either (i) repair such damage as soon as reasonably possible at Landlord's expense (to the extent the required materials are readily available through usual commercial channels) to its condition existing at the time of the damage (excluding any and all Alterations and Tenant's trade fixtures and other personal property), and this Agreement shall continue in full force and effect, or (ii) give written notice to Tenant within thirty (30) days after the date of occurrence of such damage of Landlord's intention to cancel and terminate this Agreement, in which case this Agreement shall terminate as of the date of the occurrence of such damage.

10.4 Damage Near End of Term. If at any time during the last Annual Period of this Agreement there is substantial damage to the Leased Premises, Landlord may at Landlord's option cancel and terminate this Agreement as of the date of occurrence of such damage by giving written notice to Tenant of Landlord's election to do so within thirty (30) days after the date of occurrence of such damage.

10.5 Abatement of Minimum Annual Guarantee and Space Rent; Tenant's Remedies.

10.5.1 Adjustment of Minimum Annual Guarantee and Space Rent. In the event that Landlord repairs or restores the Building or the Leased Premises pursuant to the provisions of this Section 10, and any part of the Leased Premises are not usable, as determined by Landlord, the Minimum Annual Guarantee and the Space Rent payable hereunder for the period during which such damage, repair or restoration continues shall be equitably adjusted by Landlord, provided that the damage was not the result of the negligence or willful misconduct of Tenant.

10.5.2 Tenant Right to Terminate. If Landlord shall be obligated to repair or restore the Leased Premises or the Building under the provisions of this Section 10 and shall not commence such repair or restoration within ninety (90) days after such occurrence, or if Landlord shall not complete the restoration and repair within six (6) months after such occurrence, Tenant may at Tenant's option, terminate this Agreement by giving Landlord written notice of Tenant's election to do so at any time prior to the commencement or completion, respectively, of such repair or restoration. In such event this Agreement shall terminate as of the date of such notice.

10.5.3 Tenant Cooperation. Tenant agrees to cooperate with Landlord in connection with any such restoration and repair, including but not limited to the approval and/or execution of plans and specifications required.

10.6 Continuation of Business. In the event that some or all of the Leased Premises are destroyed or damaged, unless this Agreement is terminated pursuant to this Section 10, Tenant shall continue the operation of its business in the Leased Premises to the extent reasonably practicable from the standpoint of prudent business management. Tenant shall have no claim against Landlord for any damage suffered by Tenant by reason of any such damage, destruction, repair or restoration of the Leased Premises.

10.7 Waiver by Tenant. Tenant hereby waives the provisions of Civil Code Sections 1932, 1933, and 1941 through 1942, inclusive, and of any other statute or law now or hereafter in effect which is contrary to the obligations of Tenant under this Section 10 or which relieves Tenant therefrom, or which places upon Landlord obligations in addition to those provided for in this Section 10.

11. ASSIGNMENT AND SUBLETTING. Tenant shall not voluntarily or by operation of law assign, transfer, sublease, mortgage, hypothecate or otherwise encumber all or any part of Tenant's rights or interest in or to this Agreement or the Leased Premises. Any attempted assignment, transfer, sublease, mortgage, hypothecation or encumbrance in violation of this Section shall be wholly void and shall be an event of default under Section 14.1.1.3. For purposes of this Section, if Tenant is a corporation any assignment, transfer, mortgage, hypothecation, grant of a security interest or other event which results, or upon foreclosure would result, in the reduction of the interest of the present shareholders of record to less than a majority of any class of voting stock of Tenant, or if Tenant is a partnership any assignment, transfer, mortgage hypothecation or grant of security interest in partnership interest or other event which results, or upon foreclosure would result, in the reduction of the profit and loss participation of the present general partners to less than fifty-one percent (51%), or if Tenant is a corporation, partnership, trust or other entity any change in the direct power to direct or cause the direction of the management and policies of such business or entity, shall be deemed to be a prohibited assignment, transfer, sublease, mortgage, hypothecation or other encumbrance under this Section.

12. EMINENT DOMAIN.

12.1 Entire or Substantial Taking. In the event that the entire Leased Premises, or so much thereof as to make the balance not reasonably adequate for the conduct of Tenant's

business, shall be taken under the power of eminent domain, this Agreement automatically shall terminate as of the date of the vesting of title in such condemning entity. The termination of this Agreement as to all of the Leased Premises by Landlord pursuant to Section 3.3.1 shall not be deemed to be a taking under this Section.

12.2 Partial Taking. In the event of any taking under the power of eminent domain which does not result in a termination of this Agreement pursuant to Section 12.1, the Minimum Annual Guarantee and the Space Rent payable hereunder shall be adjusted, effective as of the date on which title vests with the condemning entity, pursuant to Section 4.5. Landlord and Tenant shall each, at its own expense, promptly restore the remaining portion or the Leased Premises for which they are obligated hereunder to repair to as near its former condition as is reasonably possible, and this Agreement shall continue in full force and effect.

12.3 Awards. Any award for any taking of all or any part of the Leased Premises under the power of eminent domain shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee. Nothing contained herein, however, shall be deemed to preclude Tenant from obtaining, or to give Landlord any interest in, any award to Tenant for loss of or damage to Tenant's trade fixtures and removable personal property or damages for cessation or interruption of Tenant's business, provided, however, that in determining the value of Tenant's business, all goodwill attributable to the location of the business shall belong to Landlord and Tenant's business shall be valued based solely upon its operating results.

12.4 Condemnation by Landlord. Nothing in this Agreement (including Section 3.3.1) shall impair, limit or otherwise affect the power of eminent domain of Landlord or the exercise of such power by Landlord.

13. SUBORDINATION.

13.1 Subordination. This Agreement is subject and subordinate to all mortgages, deeds of trust, bond indentures, liens and other encumbrances, security interests now or hereafter affecting the Leased Premises or the other areas of the Airport, and to all renewals, modifications, replacements, consolidations and extensions thereof. Tenant shall execute and deliver to Landlord or any other party requiring such subordination, within ten (10) calendar days following its receipt, any and all documents which may be required to effectuate such subordination. Tenant further agrees that this Agreement shall be amended, altered or modified in accordance with the reasonable requirements of a mortgagee, beneficiary, bond trustee, secured party or other lien holder, so long as such amendment, alteration or modification does not cause Tenant material financial loss, and that Tenant's written consent to any such amendment, alteration or modification shall not be unreasonably withheld or delayed. Tenant shall give prompt written notice to each mortgagee, beneficiary, bond trustee, secured party or lien holder, of which Tenant has written notice, of any default of Landlord, and Tenant shall allow such mortgagee, beneficiary, bond trustee, secured party or lien holder a reasonable length of time (in any event, not less than thirty (30) days from the date of such notice) in which to cure such default.

13.2 Attornment. In the event that any mortgage, deed of trust, bond indenture, security interest, lien or other encumbrance is foreclosed, Tenant, with and at the election of the purchaser or, if there is no purchaser, with and at the election of the holder of the fee title to the Leased Premises, agrees to enter into a new Nonexclusive Gift and News Lease and Concession Agreement covering the Leased Premises for the remainder of the term of this Agreement, on the same provisions herein provided. Alternatively, upon such foreclosure, Tenant shall, upon written request, attorn to the purchaser and recognize the purchaser as the landlord under this Agreement.

14. DEFAULTS AND REMEDIES.

14.1 Defaults and Remedies.

14.1.1 Event of Default. Any of the following shall constitute an event of default under this Agreement:

14.1.1.1 (i) The consent of Tenant to the appointment of a receiver, trustee or liquidator of all or a substantial portion of Tenant's assets; or (ii) the adjudication of Tenant as a bankrupt or insolvent; or (iii) the filing by Tenant of a voluntary petition in bankruptcy; or (iv) the admittance by Tenant in writing of Tenant's inability to pay its debts as they become due; or (v) the making by Tenant of a general assignment for the benefit of creditors; or (vi) the filing by Tenant of a petition or answer seeking reorganization or arrangement with creditors; or (vii) the taking by Tenant of advantage of any insolvency law; or (viii) the entrance of any order, judgment or decree upon an application of a creditor of Tenant by a court of competent jurisdiction approving a petition seeking appointment of a receiver or trustee of all or a substantial part of Tenant's assets.

14.1.1.2 An assignment by Tenant for the benefit of creditors, or the appointment of a receiver, guardian, conservator, trustee, assignee or any similar person to take charge of all or any part of Tenant's property, when such assignment or appointment is not vacated within thirty (30) days.

14.1.1.3 An attempted assignment, sublease, transfer, mortgage, grant of security interest, hypothecation or other encumbrance of Tenant's interest in this Agreement or in the Leased Premises in violation of Section 11.

14.1.1.4 Vacation or abandonment of the Leased Premises or any cessation or interruption of Tenant's business in violation of the last sentence of Section 4.1.2.1 (unless beyond Tenant's control), or termination of Tenant's right to possession of the Leased Premises by operation of law or as herein set forth, except in conjunction with the exercise by Tenant of any express right of Tenant to terminate this Agreement.

14.1.1.5 Failure by Tenant to pay any amount due hereunder when due and payable, when such failure to pay continues for ten (10) days following written notice to Tenant that such amount is past due.

14.1.1.6 Failure by Tenant to obtain and/or maintain in effect all licenses, permits, approvals, authorizations and registrations required by applicable federal,

state and local statutes, regulations, rules, ordinances and governmental orders required in connection with the conduct of Tenant's business.

14.1.1.7 Failure by Tenant to maintain, replace or increase the letter of credit or cash deposit as provided in Section 22.1.

14.1.1.8 Failure by Tenant to maintain the insurance required under Section 9.1.

14.1.1.9 (i) Occurrence of any non-curable default in the keeping or performance of any other provisions of this Agreement to be kept and performed by Tenant, or (ii) failure to remedy any curable default in the keeping or performance of any other provisions of this Agreement to be kept and performed by Tenant (a) within a period of thirty (30) days after the delivery to Tenant of written notice of such default (or, in the event such curable default is of such a nature as to reasonably require more than thirty (30) days to cure, if Tenant shall fail to commence such cure within such time or thereafter fails diligently to prosecute the same to completion), or (b) immediately in the event of an emergency.

14.1.1.10 The issuance of any attachment or execution against Tenant or Tenant's property whereby the Leased Premises may be taken, occupied or used or attempted to be taken, occupied or used by anyone other than Tenant, when such attachment or execution shall not be released within thirty (30) days.

14.1.1.11 The taking by any other process of law of the leasehold estate in the Leased Premises hereby created in Tenant, or any part thereof.

14.1.1.12 The delivery to Tenant of more than three (3) written notices of default under this Section during any twelve (12) month period, which shall be a noncurable event of default.

14.1.1.13 The occurrence of any event of default by Tenant in any other written agreement between Landlord and Tenant after giving affect to any applicable grace period or opportunity to cure.

14.2 Remedies. Upon the occurrence of any event of default, Landlord, at its option and election, and without further demand or notice, shall have all of its rights and remedies at law, in equity, and under this Lease and all such rights and remedies shall be cumulative to the extent permitted by law. Landlord's remedies shall include:

14.2.1 Termination of Agreement. The right to declare this Agreement, including the leasehold estate in the Leased Premises terminated, and to re-enter the Leased Premises to remove and eject all persons therefrom, to take possession thereof, and to enjoy the Leased Premises, together with all additions, alterations and improvements thereto, and Landlord shall have all of the rights and remedies of a landlord provided in Civil Code Section 1951.2, which statute is incorporated herein by this reference as though set forth in full. In computing Landlord's damages pursuant to Civil Code Sections 1951.2(1) and (2), the "worth at the time of award" shall be computed by allowing interest at a rate of ten percent (10%) per annum. The amount of damages which Landlord may recover in the event of such termination shall include

the worth at the time of the award of the amount by which the unpaid amounts required to be paid by Tenant pursuant to Section 4 for the balance of the term after the time of award exceeds the amount of such losses that Tenant proves could be reasonably avoided, computed in accordance with Civil Code Section 1951.2(4)(b), plus reasonable attorneys' fees and leasing commissions. In the event that Landlord may have reentered the Leased Premises after an event of default hereunder without having declared this Agreement terminated, Landlord shall have the right at any time thereafter to elect to terminate this Agreement and all of the rights and remedies of Tenant in and to the Leased Premises as provided in this Section 14.2.

14.2.2 Maintain Possession. The right to maintain Tenant's right to possession of the Leased Premises, in which case this Agreement shall continue in effect whether or not Tenant shall have abandoned the Leased Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Agreement, including the right to receive the Minimum Annual Guarantee, the Additional Concession Fee and any and all other amounts payable by Tenant to Landlord under this Agreement.

14.2.3 Secured Party. The right to exercise any and all rights available to Landlord as a secured party under the Commercial Code with respect to the Collateral (as defined in Section 22.2) and/or, at Landlord's option, at any time during the term of this Agreement, to require Tenant to forthwith remove some or all of the Collateral.

14.3 Waiver. Tenant waives all claims and demands against Landlord for damages or loss arising out of or in connection with any lawful re-entering and taking possession of the Leased Premises as provided in Section 14.2.

14.4 Waiver of Redemption. In the event of the lawful exercise by Landlord of any one or more of its rights and remedies under Section 14.2, Tenant waives any and all rights of redemption or relief from forfeiture under Code of Civil Procedure Section 1174 or 1179, or granted by or under any present or future laws, and further releases Landlord, from any and all claims, demands and liabilities by reason of such exercise by Landlord.

14.5 Cumulative Remedies. The various rights, options, elections, powers and remedies reserved to Landlord herein shall be cumulative, and, except as otherwise provided by statute, Landlord may pursue any or all such rights and remedies, whether at the same time or otherwise, and no single right shall be deemed to be exclusive of any of the other or of any right or priority allowed by law or in equity. No delay or omission of Landlord to exercise any right or remedy shall be construed as a waiver of any such right or remedy or waiver of any default by Tenant. In addition to the foregoing, Landlord may exercise any other remedy now or hereafter available to a landlord against a defaulting tenant under the laws of the State of California.

14.6 Termination of Landlord Liability. Landlord shall be under no obligation to observe or perform any covenant of this Agreement on its part to be observed or performed for the benefit of Tenant, which accrues after the date of any default by Tenant.

14.7 Determination of Rental Amount. For purposes of this Section 14, the amounts due for each calendar month after re-entry by Landlord, or termination of this Agreement by Landlord pursuant to Section 14.1, shall be deemed to be the Minimum Annual

Guarantee, the Additional Concession Fee, the Space Rent and any and all other amounts due under Section 3. The Gross Sales of Tenant for the twelve (12) month period immediately preceding an event of default shall be used for purposes of calculating the amount of the Minimum Annual Guarantee and the Additional Concession Fee payable to Landlord for any period following such default.

14.8 Default by Landlord. Landlord shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation within thirty (30) days following the delivery by Tenant to Landlord of written notice specifying the obligation Landlord has failed to perform; provided, however, in the event that the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, Landlord shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

15. SURRENDER AT END OF TERM. Upon the expiration or other termination of this Agreement, Tenant shall quit and surrender the Leased Premises to Landlord, broom clean and in good order and condition, ordinary wear and tear, casualty and damage by the elements excepted, and, except as otherwise provided in this Agreement, Tenant shall remove all of its personal property and shall promptly repair any damages to the Leased Premises caused by such removal. Tenant's obligation to perform this covenant shall survive the expiration or other termination of this Agreement. All Alterations made to the Leased Premises shall be the property of Landlord and shall be surrendered with the Leased Premises upon termination or the expiration of this Agreement, unless Landlord requires their removal. In the event that Landlord requires the removal of any Alterations upon the termination or expiration of this Agreement, Tenant shall remove the same and shall repair any and all damage to the Leased Premises caused by such removal.

16. HOLDOVER BY TENANT. In the event that Tenant shall hold the Leased Premises after the expiration or termination of the term hereof, with the consent of Landlord, expressed or implied, such holding over or use, in the absence of written agreement on the subject, shall be deemed to have created a tenancy with respect to the Leased Premises from month to month, terminable on thirty (30) days' written notice by either party to the other. Such period of holdover and/or use otherwise shall be subject to the same provisions as contained in this Agreement.

17. COMMON USE FACILITIES.

17.1 Common Use Facilities. In conjunction with Tenant's use of the Leased Premises and for the purposes set forth in this Agreement, Tenant is hereby granted the non-exclusive right during the term of this Agreement to enter upon or make customary and reasonable use of such areas of the Airport as Landlord may from time to time designate as "common use facilities." Tenant's rights hereunder shall be in common with Landlord and with other persons authorized by Landlord from time to time to use such facilities.

17.2 Public Areas. Tenant and its officers, directors, employees, agents, representatives and customers, shall be entitled to use all public areas located in the passenger

terminal building, including waiting rooms, restrooms and toilet facilities, in common with Landlord and with other persons authorized by Landlord from time to time to use such facilities.

17.3 Restrictions on Use. Landlord reserves the right, in its sole discretion, to make changes at any time and from time to time in the size, shape, location, number and extent of the common use facilities and public areas, or any of them, and specifically further reserves the right to designate portions of the common use facilities and public areas for the use of certain tenants, licensees and concessionaires of the Airport.

17.4 Airfield, Holdroom Space and Baggage Claim Space Excluded. As used herein, the terms “common use facilities” and “public areas” do not include the airfield, holdroom space or baggage claim space within the Airport. Tenant is not granted any rights under this Agreement to use such airfield, holdroom space or baggage claim space, whether on a non-exclusive basis or otherwise.

17.5 Parking. Notwithstanding that Landlord may lease parking spaces to employees of Airport tenants, as such parking spaces may be available, it is expressly understood and agreed that Landlord is not responsible or obligated to provide Tenant or its officers, directors, employees, agents, representatives or customers with any parking spaces within the Airport or otherwise, as an appurtenance to this Agreement. Tenant shall be solely responsible for arranging any and all necessary parking incidental to this Agreement.

18. SERVICES.

18.1 Services. In the event that, at the request of Tenant, Landlord provides other additional services with respect to the Leased Premises, the common use facilities or other areas of the Airport, including, but not limited to, security, janitorial, maintenance and repair service, Tenant shall pay its proportionate share, determined by Landlord, in its sole discretion, of all charges therefor within ten (10) days following receipt of a statement for such additional services.

18.2 Fire and Security. Landlord is not obligated to Tenant to furnish any fire fighting services or security services to the Leased Premises, the common use facilities or other areas of the Airport. Tenant acknowledges that the Leased Premises, the common use facilities and other areas of the Airport are within the municipal service area of the City of Burbank.

18.3 Landlord Not Responsible. Landlord shall not be liable in damages or otherwise for any failure or interruption of any services, or of any utilities to the Leased Premises, and no such failure or interruption shall entitle Tenant to terminate this Agreement or to an abatement of rent. Landlord shall not be liable to Tenant under any circumstances for damage or loss of Tenant’s property, injury to person or property, or consequential damages, however occurring, through, in connection with, or incidental to failure to furnish any of the foregoing.

19. QUIET ENJOYMENT. Upon paying the amounts payable by Tenant and observing and performing all the provisions on Tenant’s part to be observed and performed pursuant to this Agreement, Tenant may peaceably and quietly enjoy the Leased Premises, subject, nevertheless, to the provisions of this Agreement and to any mortgages, deeds of trust,

bond indentures, security interests, liens and other encumbrances secured by the Airport or its revenues.

20. ATTORNEYS' FEES AND COSTS. In the event any action or proceeding is brought by either party against the other under this Agreement (including in any bankruptcy proceeding), the prevailing party shall be entitled to recover its costs, and, the fees of its attorneys in such action or proceeding, in such amount as the court may adjudge reasonable as attorneys' fees (including in any bankruptcy proceeding).

21. TRANSFER OF LANDLORD'S INTEREST. In the event of any transfer of Landlord's interest in the Leased Premises, the transferor automatically shall be relieved of any and all obligations and liabilities accruing from and after the date of such transfer.

22. SECURITY. As security for the full and faithful performance of each and every provision of this Agreement to be performed by Tenant, Tenant shall provide to Landlord the security set forth in Sections 22.1 and 22.2.

22.1 Security Deposit. Concurrently with the execution of this Agreement, Tenant shall deposit with Landlord a cash deposit in an amount equal to TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00). In the event Tenant defaults with respect to any provision of this Agreement, including the provisions relating to the payment of any amount due hereunder, Landlord may draw against all or any part of such deposit, for the payment of any amount in default, to cure any other default or to repair damages to the Leased Premises caused by Tenant. In the event that Landlord draws against any such deposit pursuant to this Section, Tenant shall, within five (5) business days after written demand therefor, deliver to Landlord an additional cash deposit, increase or restore such cash deposit to the then required amount, and Tenant's failure to do so shall be an event of default under this Agreement. In the event Landlord uses any cash deposit as provided in this Section, such action shall not constitute a waiver of any other rights or remedies which Landlord may have by virtue of Tenant's default. TENANT HEREBY WAIVES THE PROVISIONS OF CIVIL CODE SECTION 1950.7 TO THE EXTENT INCONSISTENT WITH THE PROVISIONS OF THIS SECTION.

22.2 Security Interest. Tenant grants to Landlord a security interest in all fixtures, furniture, equipment, improvements, Alterations, additions and other personal property (other than inventory) constructed, installed, located or used in the Leased Premises, together with all proceeds, replacements, improvements and additions thereto and all insurance policies with respect thereto and all proceeds and rights thereunder ("Collateral"). Tenant represents and warrants to Landlord that Tenant owns the Collateral free and clear of any and all claims, rights, security interests, liens, mortgages or other encumbrances and Landlord shall have a first priority security interest therein, and authorizing Landlord to prepare, sign and file an UCC-1 financing statement for the Collateral. Tenant shall (if requested by Landlord) promptly execute and deliver to Landlord one or more UCC-1 Financing Statements covering the Collateral, in form acceptable to Landlord, in order to perfect Landlord's security interest in the Collateral.

23. LEASE INTERPRETATION.

23.1 Entire Agreement; Amendments. This Agreement contains the entire agreement between the parties hereto, and no prior or contemporaneous agreement or understanding shall be effective for any purpose, all of which, if any, are hereby terminated or rescinded, except as to provisions which are expressly stated to survive termination and any indemnity or insurance obligation in favor of Landlord. Except as otherwise expressly provided herein, no provision of this Agreement may be amended or added to, except by an agreement in writing signed by the parties hereto or their respective successors in interest. Tenant agrees that it shall not unreasonably refuse to execute any amendment of or supplement to this Agreement which Landlord determines is necessary or advisable in order to comply with applicable laws, rules and resolutions in effect from time to time.

23.2 No Representations by Landlord. Tenant acknowledges that neither Landlord nor any of Landlord's agents, representatives, employees or officers have made any representations or promises with respect to the Airport or the Leased Premises, except as herein expressly set forth. Tenant acknowledges that it has not executed this Agreement in reliance upon any representations or promises of Landlord or Landlord's commissioners, officers, employees, agents or representatives, with respect to the Leased Premises or the Airport, except as herein expressly set forth.

23.3 Examination of Agreement. Submission of this Agreement for examination or signature by Tenant does not constitute a reservation of or option for lease, concession or license agreement, and it is not effective as a lease, concession or license agreement or otherwise until execution and delivery by both Landlord and Tenant.

23.4 Relationship Between Parties. Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto, other than the relationship of landlord and tenant, owner and concessionaire, and licensor and licensee.

24. WAIVERS. The waiver by either party of any provision of this Agreement shall not be deemed to be a waiver of any other provision hereof or of any subsequent breach of any other provision hereof or of any subsequent breach of the same or any other provision. Landlord's consent to any act by Tenant requiring Landlord's consent shall not be deemed to render unnecessary the obtaining of Landlord's consent to any subsequent act by Tenant, whether or not similar to the act so consented. The subsequent acceptance by Landlord of any amount due from Tenant hereunder shall not be deemed to be a waiver of any preceding breach or event of default by Tenant of any provision of this Agreement, other than the failure of Tenant to pay the particular amount so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such amount.

25. PERFORMANCE OF TENANT'S COVENANTS BY LANDLORD. In the event that Tenant at any time fails to make any payment or perform any other act under this Agreement, and such failure continues for at least five (5) business days after written notice thereof from Landlord to Tenant (but no notice shall be required in an emergency), Landlord shall have the right, but not the obligation, immediately or at any time thereafter, without further

notice or demand and without waiving or releasing Tenant from any obligation to Landlord, to make such payment or perform such other act for the account of Tenant, to the extent Landlord may deem desirable. In connection therewith, Landlord may pay expenses and employ counsel in instituting, prosecuting or defending any action or proceeding under this Agreement. All sums so paid by Landlord and all expenses incurred in connection therewith, together with interest thereon at an annual rate specified in Section 4.12 shall be deemed additional rent hereunder and shall be payable to Landlord on demand. In the event such additional amounts remain unpaid, Landlord shall have the same rights and remedies as for the nonpayment of rent.

26. SUCCESSORS AND ASSIGNS. The provisions contained in this Agreement shall bind and inure to the benefit of Landlord, Tenant and, except as otherwise provided in this Agreement, their respective successors and assigns.

27. RULES AND REGULATIONS. Tenant shall comply with all uniform rules and regulations established by Landlord for use of the Leased Premises, and the other areas of the Airport, as the same may be amended from time to time by Landlord. Landlord shall provide Tenant with a copy of all such rules and regulations and any and all amendments thereto. Landlord shall not be responsible to Tenant for the nonperformance of any other Tenant or occupant of the Airport of any of such rules and regulations.

28. TOXIC MATERIALS.

28.1 Prohibited without Consent. Tenant shall not cause or permit any Toxic Materials (as hereinafter defined) to be brought onto, stored, used or disposed of in, on or about the Leased Premises by Tenant, its agents, employees, contractors, licensees, subtenants or invitees, without the prior written consent of Landlord, which Landlord shall not unreasonably withhold or delay so long as Tenant demonstrates to Landlord's reasonable satisfaction that such Toxic Materials, and the quantities thereof, are necessary or useful to Tenant's business and will be stored, used and disposed of in a manner that complies with all Environmental Laws (as hereinafter defined).

28.2 Compliance with Environmental Laws. Tenant shall comply, at its sole cost, with all federal, state and local laws and governmental orders applicable to all Toxic Materials and to the lawful conduct of Tenant's business. The term "Toxic Materials" means any hazardous or toxic materials, pollutants, effluents, contaminants, radioactive materials, flammables, explosives, pesticides, chemicals known to cause cancer or reproductive toxicity, emissions, wastes or any other chemicals, materials or substances, whose handling, storage, release, transportation or disposal is or becomes prohibited, limited or regulated by any federal, state, county, regional or local Landlord or, even if not so regulated, is or becomes known to pose a hazard or potential threat to the health and safety of any person or to the environment. The term "Environmental Laws" means any and all laws, rules, regulations, judgments, orders, permits, licenses, agreements, covenants, restrictions, requirements, policies or the like enacted now or hereafter by federal, state, regional or local governments, agencies or authorities relating to or governing in any way the environmental condition of soil, air, water, groundwater or the presence of Toxic Materials in or affecting all or any portion of the Leased Premises or any others areas of the Airport.

28.3 Indemnity. Tenant shall not be liable to Landlord for any Toxic Materials located on the Leased Premises prior to the date on which Landlord tenders possession of the Leased Premises to Tenant provided that Tenant does not, once Tenant discovers any such Toxic Materials, cause them to be further disturbed or released. Tenant shall be solely responsible for and shall indemnify, hold harmless and defend Landlord, its commissioners, officers, employees and agents, and the Cities of Burbank, Glendale and Pasadena, California, from and against any and all liabilities, claims, costs, penalties, fines, losses (including without limitation, (i) diminution in value of the Airport, the Leased Premises or any other areas of the Airport or any improvements thereon; (ii) damages for the loss or restriction on use of rentable or usable space or of any amenity of the Airport, the Leased Premises or any other areas of the Airport or any improvements thereon; (iii) damages arising from any adverse impact on marketing of space in the Airport, the Leased Premises or any other areas of the Airport or any improvements therein; and (iv) sums paid in settlement of claims), liabilities, losses, damages, injuries, causes of action, judgments, and expenses (including, without limitation, attorneys' fees, consultant fees and expert fees), which arise during or after the term of this Agreement as a result of the receiving, handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge, release or disposal of Toxic Materials in, on or about the Leased Premises or any other areas of the Airport by Tenant or its agents, employees, contractors, licensees, subtenants or invitees. The foregoing indemnification by Tenant includes any and all costs incurred in connection with any investigation of site conditions and any cleanup, remediation, removal or restoration work necessary to bring the Leased Premises or any other areas of the Airport into compliance with the Environmental Laws or required by any federal, state or local governmental agency or political subdivision because of Toxic Materials present in the soil, subsoils, groundwater or elsewhere from, in, on, under or about the Leased Premises or any other areas of the Airport. The indemnification by Tenant under this Section shall survive the expiration or termination of this Agreement.

28.4 Prohibited Substances. The following substances are strictly prohibited from being brought onto the Leased Premises or any other areas of the Airport in any quantities whatsoever: (i) arsines; (ii) dioxins, including dioxin precursors and intermediates; (iii) polychlorinated biphenyls; and (iv) anything contained in the California List of Extremely Hazardous Chemicals.

29. CONFIDENTIAL INFORMATION; TRADEMARKS.

29.1 Confidential Information.

29.1.1 Prohibition Against Disclosure. Each party covenants and agrees, for itself and its employees, agents, representatives and contractors, that, except as provided in Section 29.1.2, such party and its employees, agents, representatives and contractors shall maintain and keep in strict confidence and shall not disclose to any other person or entity any information of a confidential or proprietary nature ("Confidential Information"), relating to the other party or the other party's business or properties. Each party acknowledges and understands that legal remedies may not be adequate in connection with a breach of the provisions of this Section, and, therefore, each party consents to injunctive relief in connection with the enforcement of this Section.

29.1.2 Permitted Disclosures. Notwithstanding the provisions of Section 29.1.1, each party shall have a right to disclose Confidential Information (i) to such party's officers, employees, agents, representatives, contractors and consultants as may be necessary in connection with the performance of this Agreement and of such persons' duties; (ii) in connection with litigation, including in response to discovery requests; (iii) in connection with any applicable law or any agency, including any and all notices, plans or other documents required to be filed with any regulatory agency; (iv) in connection with the California Public Records Act, Government Code Section 6250 et seq.; (v) in connection with the issuance by Landlord of bonds or other securities; (vi) in connection with Landlord's application for or compliance with the requirements of any federal, state or local funding program, grant or other financing; (vii) in connection with the preparation and issuance of financial statements of such party; or (viii) as otherwise required by law.

29.1.3 Exclusion from Definition. Notwithstanding the provisions of Section 29.1.1, the term "Confidential Information," as used herein, shall not include any information relating to a party to the extent that the information (i) was already known by the other party at the time of disclosure to the other party; (ii) is or becomes publicly available through no fault of the other party; or (iii) is disclosed by the other party to a third party, provided that at the time of such disclosure such third party was lawfully in possession of such information and did not acquire it under an obligation of confidentiality.

29.2 Trademarks. Tenant acknowledges and agrees that any and all names, trademarks, tradenames and logos (collectively, "Trademarks") owned or used by Landlord are proprietary to Landlord, and Tenant shall not use any of the Trademarks for any purpose except upon receipt of written approval from Landlord.

29.3 Survival. The provisions of this Section 29 shall survive the expiration or termination of this Agreement.

30. MISCELLANEOUS.

30.1 Offset Statement.

30.1.1 Delivery. Tenant shall from time to time, upon not less than ten (10) days' prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing:

30.1.1.1 Certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect);

30.1.1.2 Setting forth the dates to which the rent, fees and other charges, if any, are paid; and

30.1.1.3 Acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder (or specifying such defaults if any are claimed).

30.1.2 Reliance. Any such statement may be relied upon by any encumbrancer of the Leased Premises or of all or any portion of the Airport. Tenant's failure to deliver such statement within such time shall be conclusive evidence upon Tenant that:

30.1.2.1 This Agreement is in full force and effect, without modification except as may be represented by Landlord;

30.1.2.2 There are no uncured defaults in Landlord's performance; and

30.1.2.3 Not more than one month's installment of the rent or fees has been paid in advance.

30.2 Personal Property Taxes. Tenant shall pay before delinquency any and all taxes and assessments on the furniture, fixtures, equipment and other personal property of Tenant located in the Leased Premises or on the Alterations to the Leased Premises installed by, paid for or belonging to Tenant, whether assessed to the Tenant or assessed to the Landlord with the real property.

30.3 Disclaimer of Partnership or Agency. Neither Landlord nor Tenant are the legal representatives or agents of the other party for any purpose whatsoever and neither party shall have the power or authority to assume or create, in writing or otherwise, any obligation or responsibility of any kind, express or implied, to transact business, to make any warranty or otherwise to act in any manner in the name of or on behalf of the other party. This Agreement shall not be construed as constituting or creating a partnership between Landlord and Tenant or as creating any other form of legal association between Landlord and Tenant which would impose liability upon one party for the act or the failure to act of the other party.

30.4 Interpretation. The Section headings, paragraph captions and marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision hereof. The terms "include," "includes," and "including" are nonexhaustive.

30.5 Notices. Whenever notice is to be given under the terms of this Agreement, it shall be personally delivered or be sent by certified mail, return receipt requested, postage prepaid, addressed as follows:

To Landlord: BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY
2627 Hollywood Way
Burbank, CA 91505
Attn: Executive Director

To Tenant: BrickandMortar.Me
6823 Ben Avenue
North Hollywood, CA 91606
Attn: Marwick Kane

In the event a different address is furnished by either party to the other party in writing, notices shall thereafter be sent or delivered to the new address. Any such notice shall be deemed given as of the date of personal delivery or forty-eight hours after it is mailed, except that a notice of a change in address shall be deemed given as of the date of receipt thereof. A notice given in any other manner shall be deemed given as of the date it is actually received by the party for whom intended.

30.6 Brokers. Tenant warrants that it has not had any dealings with any real estate broker or agent in connection with this Agreement, and Tenant agrees to defend, indemnify and hold Landlord harmless from any claim for any compensation, commission or other charge by any finder or any other real estate broker or agent.

30.7 Recording. Tenant shall not record this Agreement without the prior written consent of Landlord. In the event Landlord consents to recordation of this Agreement or a memorandum thereof, any documentary transfer taxes shall be paid by Tenant.

30.8 Governing Law. This Agreement be governed by and construed pursuant to the law of the State of California.

30.9 Time of Essence. Time is of the essence of this Agreement.

30.10 Signs. Tenant shall not, without the prior written consent of Landlord, install or affix any signs or advertisements on or to the exterior of the Leased Premises or the Airport.

30.11 Landlord's Agent. It is recognized that Landlord may employ a manager or operator of the Airport, as an agent of Landlord, and any notices to Landlord hereunder shall be given to both Landlord and any such manager or operator:

30.12 Attorneys' Fees. In the event of any action or proceeding (including, without limitation, any bankruptcy proceeding) to enforce or construe any of the provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to attorneys' fees and costs.

30.13 Waiver. No waiver of any breach or default shall be construed as a continuing waiver of any provision or as a waiver of any other or subsequent breach of any provision contained in this Agreement.

30.14 Executive Director Authority. Landlord's Executive Director shall have the authority to give all approvals and consents on behalf of Landlord hereunder.

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of
on the date first set forth above.

LANDLORD:

BURBANK - GLENDALE - PASADENA
AIRPORT AUTHORITY

By: _____
Print Name: _____
Title: _____

TENANT:

BRICKANDMORTAR.ME, INC.,
a California corporation


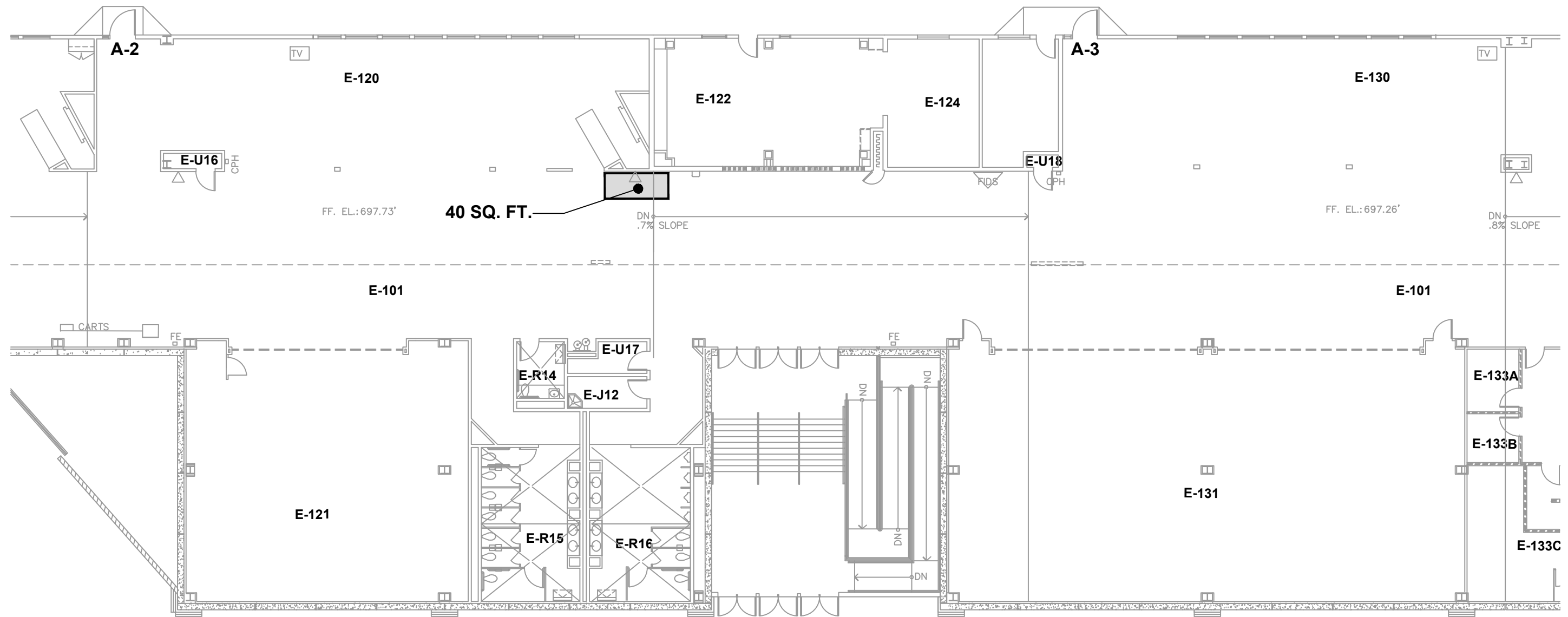
By:  _____
Marwick Kane,
President

EXHIBIT "A"

LEASED PREMISES

(See attached diagram.)

S:\DRAWINGS\LEASE\BRICK AND MORTAR LEASE.dwg Jun 15,2016-2:05pm

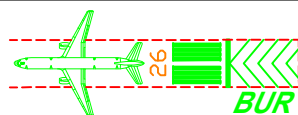
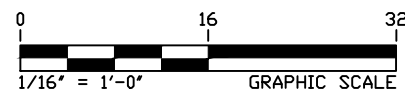


EAST CONCOURSE

BRICK AND MORTAR.ME INC. LEASE EXHIBIT



EXHIBIT A



AIRPORT AUTHORITY APPROVAL

PROJECT:
TERMINAL TENANT
LEASE AREA PLAN

SHEET TITLE:
BRICK AND
MORTAR.ME INC. dba
Up Pup N' Away

DATE:
06/16
DRAWN BY:
CHECKED BY:

SHEET No:
1
OF 1
REV:

EXHIBIT "B"

FAA GRANT AGREEMENT ASSURANCES

NONDISCRIMINATION

- A. Tenant, for itself, its representatives, successors in interest, and permitted assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended.
- B. Tenant for itself and its representatives, successors in interest and permitted assigns as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
1. No person on the ground of race, color, or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises;
 2. In the construction of any improvements on, over or under the Leased Premises, if allowed, and the furnishings of services thereon, no person on the ground of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
 3. Tenant shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as such Regulations may be amended.
 4. This Agreement is also subject to the requirements of the U.S. Department of Transportation regulations 49 CFR part 23. Tenant agrees that it will not discriminate against any business owner's race, color, national, origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23.
- C. In the event of breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate this Agreement and to exclude Tenant from conducting

business on the Leased Premises, and hold the Leased Premises as if this Agreement had never been made.

- D. Tenant shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that the Tenant may make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.
- E. Noncompliance with Provision D, above shall constitute a material breach hereof and in the event of such noncompliance Landlord shall have the right to terminate this Agreement without notice and without liability therefor or, at the election of Landlord or the United States, either or both thereof shall have the right to judicially enforce Provisions A, B, C and D above.
- F. Applicant agrees that it shall insert the above five provisions in any permitted sublease, license or agreement by which such Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or service to the public at the Leased Premises, and in any subsequent concession agreement or contract covered by 49 CFR part 23 that it enters, and shall cause those businesses to similarly include the statements in further agreements.

EXHIBIT "C"
TENANT IMPROVEMENT REQUEST FORM



REQUEST FOR APPROVAL
PROPOSED TENANT IMPROVEMENT

MUST BE SUBMITTED AT LEAST TEN BUSINESS DAYS PRIOR TO PROJECT START DATE. LARGER PROJECTS REQUIRE ADDITIONAL LEAD TIME.

1. INFORMATION

Tenant _____ Building # _____
Name of Contact _____ Phone # _____
Address _____ Email: _____
Describe Proposed Improvements * _____

Estimated cost of improvements _____
Estimated start date _____ Completion date _____

Attach sketches or drawings as required to clearly indicate the type, size, height and location of proposed improvements

2. PRE-CONSTRUCTION

Contractor _____ License # _____
Address _____
Contract Price _____ Phone # _____
Construction Commencement Date _____ End Date _____

Applicant must submit required Certificate of Insurance, Material and Labor Bond two weeks prior to the start of construction

Tenant Representative (Signed) _____ Date _____

3. INITIAL APPROVALS

Airside Operations	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		
Landside Operations	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		
Business & Properties	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		
Engineering Department	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		
Environmental & Noise	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		
Fire Department	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		
ICT Department	(Approver) _____	Date _____	Pre-Con Needed (Y/N)

Comments _____

Maintenance Department (Approver) _____ Date _____ Pre-Con Needed (Y/N)

Comments _____

Police & Security (Approver) _____ Date _____ Pre-Con Needed (Y/N)

Comments _____

4. FINAL APPROVAL

Airport Administration (Reviewed by) _____ Date _____

INSTRUCTIONS FOR COMPLETING THIS FORM

The following procedures are to be followed by all Airport Tenants desiring to make improvements to their leasehold. Close adherence to the procedures and regulations outlined below will greatly aid in expediting the processing and approval of each Proposed Improvement.

1. Tenant shall complete Section 1 of this form and submit to: Burbank-Glendale-Pasadena Airport Authority, Business, Property and Administrative Services Department, 2627 Hollywood Way, Burbank, CA 91505.
 2. Upon receipt of this Request Form, the Business, Property and Administrative Services Department will review the Proposed Improvement and, if the proposal is considered to be basically acceptable, it will then be forwarded to Airport Engineering for further review and evaluation. However, if the proposal is not considered to be basically acceptable, the Request Form will be returned to the Tenant accompanied by a written statement from the Authority as to why the request is being denied at this stage or if additional information is required.
 3. In addition to the submission of the Tenant Improvement Form, Tenant shall also provide final plans and specifications for the Proposed Improvement. The plans and specifications shall conform to the following requirements: five (5) sets of plans and specifications shall be submitted by the Tenant with this form to Business, Property and Administrative Services Department for review by all applicable Airport Departments with final review and approval by Airport Administration.
 4. The Business, Property and Administrative Services Department and Engineering Department will determine any impact of the Proposed Improvement on the Airport Master Plan, Airport Facilities, Navigable Airspace Requirements of Federal Aviation Regulations Part 77, and/or if it conforms to the Airport Rules and Regulations.
 5. Prior to the start of construction and after all insurance and bond requirements have been satisfied, an Indemnification & Defense Agreement has been submitted to the Authority, and Building permits and any other necessary permits are on file with the Authority, a pre-construction meeting must be held in the Authority Administrative offices. When all of these requirements have been satisfied, approval to begin construction will be granted on the Tenant Improvement Form and a copy returned to the Tenant. The form will indicate whether approval has been granted, and if not granted, the reason for denial.
 6. All Tenants shall, within thirty (30) days after completion, submit to Business, Property and Administrative Services Department one set of "as built" plans. Also, an itemized summary of construction costs shall be forwarded to Business, Property and Administrative Services Department.
- The itemized summary shall be signed by the contractor and notarized.

NOTES: a.) For smaller projects costing less than \$5,000, the Authority may, at its discretion, waive any or all of the above requirements.
b.) Airport approval does not constitute a substitution of approval from any other governmental agency having jurisdiction.

PLANS AND SPECIFICATIONS

Plans shall be drawn to scale and dimensioned on standard size drawing sheets for future reference and file retention, and shall be of sufficient clarity to indicate the nature and extent of the work proposed and show in detail that it conforms to the provisions of the governing codes, ordinances, rules and regulations. The minimum number of drawings normally acceptable with each set of plans submitted for final review and approval will generally consist of a plot plan, foundation plan, floor plan, elevations, framing section and details. Electrical, plumbing, heating and air conditioning plans and details shall be submitted when applicable. Foundation recommendations, including calculations and a soils investigation report shall be submitted when appropriate or requested by Airport Engineering. All design documents, including required calculations, shall be prepared, stamped, and signed by a licensed professional engineer or architect registered in the State of California. Engineers shall be licensed for the specific discipline required. Drawings/specifications and/or calculations prepared by contractors and/or fabricators will not be acceptable.

OTHER REQUIREMENTS INSURANCE REQUIREMENT

Contractor shall take out and maintain during the period of the Contract the following insurance and amounts unless a larger amount is specified on the Approval Request Form:

Comprehensive General Liability:	\$1,000,000 single limit for combined Bodily Injury and Property Damage for each occurrence. \$1,000,000 for Personal Injury for each occurrence.
Comprehensive Automobile Liability:	\$1,000,000 single limit for combined Bodily Injury and Property Damage for each occurrence.
Workers' Compensation:	California statutory requirements

Liability policies shall name the Burbank-Glendale-Pasadena Airport Authority as an Additional Insured. Certificates of Insurance on all policies shall be filed with Business, Property and Administrative Services Department. Each of said insurance policies shall contain a provision requiring the insurer to notify the Burbank-Glendale-Pasadena Airport Authority ten (10) days prior to the cancellation or material change in the Policy.

BOND REQUIREMENT

The Tenant shall require the contractor to obtain a material and labor bond equal to the contract price of the work. A copy of said bond shall be forwarded to Airport Engineering.

INDEMNIFICATION & DEFENSE AGREEMENT

The Tenant and its Contractor agree to and do hereby indemnify, defend and hold harmless the Burbank-Glendale-Pasadena Airport Authority, and its officers, agents, employees and contractors from all claims, demands, liabilities, losses, damages, costs and expenses, of any nature whatsoever, caused by or arising from, directly or indirectly, any act or omission (including, without limitation, negligent acts, negligent omissions, willful misconduct and any violation of the terms of that certain Lease between Tenant and Authority in, on or near the Bob Hope Airport by Contractor, or its subcontractors, agents or employees (including without limitation work done by Contractor for Tenant on Tenant's leased premises).