



**April 16, 2020**

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

NOTICE is hereby given that a regular meeting of the Legal, Government and Environmental Affairs Committee will be held on Monday, April 20, 2020, at 9:30 a.m., or immediately following the Commission meeting, in the Burbank Room of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

Pursuant to Governor Newsom's Executive Order N-29-20, members of the Commission or staff may participate in this meeting via teleconference. In the interest of maintaining appropriate social distancing, members of the public may observe and participate in the meeting telephonically through the following number:

*Dial In: (701) 802-5334*

*Access Code: 2451017#*

Terri Williams, Board Secretary  
Burbank-Glendale-Pasadena Airport Authority

REGULAR MEETING  
OF THE  
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE

Burbank Room  
Monday, April 20, 2020  
9:30 a.m., or Immediately Following  
the Conclusion of the  
Commission Meeting

*As a result of the convening of this meeting of the Legal, Government and Environmental Affairs Committee, each Committee member in attendance is entitled to receive and shall be provided \$200.*



*The public comment period is the opportunity for members of the public to address the Committee on agenda items and on airport-related non-agenda matters that are within the Committee's subject matter jurisdiction. At the discretion of the presiding officer, public comment on an agenda item may be presented when that item is reached.*

*Members of the public are requested to observe the following decorum when attending or participating in meetings of the Committee:*

- *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 Committee during the public comment period, fill out a speaker request card and present it to the Board Secretary.*
- *Confine remarks to agenda items or to airport-related non-agenda matters that are within the Committee's subject matter jurisdiction.*
- *Limit comments to five minutes or to such other period of time as may be specified by the presiding officer.*



*The following activities are prohibited:*

- *Allocation of speaker time to another person.*
- *Video presentations requiring use of Authority equipment.*



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



*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.*

## A G E N D A

Monday, April 20, 2020

1. Approval of Agenda

2. Public Comment

3. Approval of Minutes

a. March 16, 2020

**[See page 1]**

4. Contracts and Leases

a. Right of Entry and Access Agreement with Burbank Industrial Investors

- Staff report attached

**[See page 4]**

***Staff seeks a Legal, Government and Environmental Affairs Committee recommendation to the Commission for approval of a proposed second Right of Entry and Access Agreement with Burbank Industrial Investors, LP., to facilitate additional grading and drainage work on the adjacent property to protect the Avion Burbank site.***

5. Closed Session

a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant Exposure to Litigation (California Government Code Section 54956.9(d)(2)):  
One potential case. Facts and Circumstances: Environmental Protection Agency (EPA) Claim

6. Items for Information

a. Committee Pending Items

**[See page 15]**

7. Adjournment

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

**MONDAY, MARCH 16, 2020**

A regular meeting of the Legal, Government and Environmental Affairs Committee was called to order on this date in the Burbank Room, 2627 N. Hollywood Way, Burbank, California, at 10:37 a.m., by Chairman Wiggins.

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

**ROLL CALL**

**Present:**

Commissioner Agajanian  
Commissioners Wiggins and Madison (via  
teleconference)

**Absent:**

None

**Also Present:**

Staff: Frank Miller, Executive Director;  
John Hatanaka, Senior Deputy Executive Director  
(arrived at 11:10); Maggie Martinez, Manager,  
Noise and Environmental Compliance

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

Airport Authority Legislative Consultant  
(via teleconference): Kristian Foy, of Arnold and  
Associates

Airport Authority Environmental Counsel:  
Norman A. Dupont, Esq., Ring Bender LLP

**1. Approval of Agenda**

The agenda was approved as presented.

**2. Public Comment**

There were no public speakers.

**3. Approval of Minutes**

**a. February 18, 2020**

Commissioner Agajanian moved approval of the minutes of the February 18, 2020, meeting with one correction to Item 4.a., TBI Airport Management Contract Amendment. The motion was to direct Authority General Counsel to prepare a fourth amended and restated airport management services agreement in lieu of a sixth amendment to the third amended and restated airport services agreement.

Commissioner Madison (via teleconference) seconded the motion.

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The minutes were approved as amended (3-0).

#### **4. Contracts and Leases**

##### **a. Annual Review and Adjustment of Noise Violation Fines**

The Airport Authority's Resolution No. 382 requires an annual review and adjustment of noise violation fines. This adjustment is based on year-over-year increases in the Consumer Price Index ("CPI") for the month of January.

Staff recommended that the Committee recommend to the full Commission increases to the current Rules 8 and 9 violation fines effective April 1, 2020, as follows: Rule 8, first violation, increased to \$1,603; Rule 8, subsequent violations, increased to \$2,328; and Rule 9, each violation, increased to \$4,661.

##### **Motion**

Commissioner Agajanian moved approval of Staff's recommendation, seconded by Commissioner Madison (via teleconference).

##### **Motion Approved**

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (3-0).

Please note: Item 5.a. was taken out of order.

#### **5. Discussion Item**

##### **a. State Legislative Update**

Via teleconference Kristian Foy of Michael J. Arnold & Associates, the Authority's Sacramento legislative consultant updated the Committee and answered various questions on the legislative calendar and status of the bills submitted to date.

#### **4. Contracts and Leases (continued)**

##### **b. Fourth Amended and Restated TBI Airport Management Contract**

The General Counsel sought a recommendation from the Committee to the Commission for approval of a fourth amended and restated airport management services agreement ("Fourth Management Contract") with TBI Airport

Management, Inc. The proposed Fourth Management Contract amends and restates the third amended and restated airport management services agreement to: (i) extend the term by 10 years; (ii) redefine cost sharing for legal and professional fees and costs associated with Airport-related collective bargaining, employee grievances, and litigation; (iii) revise the supplemental employment practices liability insurance requirement; (iv) remove certain outdated provisions; and (v) make clerical revisions.

**Motion**

Commissioner Agajanian moved approval of Staff's recommendation, seconded by Commissioner Madison (via teleconference).

**Motion Approved**

There being no objection, a voice vote was taken to accommodate those participating via teleconference. The motion was approved (3-0).

**6. Closed Session**

The meeting recessed to closed session at 11:06 a.m. to consider the items listed on the closed session agenda and to confer with legal counsel regarding existing and potential litigation.

**a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Significant Exposure to Litigation (California Government Code Section 54956.9(d)(2)): One potential case. Facts and Circumstances: Los Angeles Regional Water Quality Control Board (LARWQCB) Water Code Section 13267 Order WQ2019-0005-DWQ

The meeting reconvened to open session at 11:15 a.m. with the same Commissioners present. Chairman Wiggins announced that there was no reportable action taken in closed session.

**7. Items for Information**

**a. Committee Pending Items**

Staff informed the Committee of future pending items that will come to the Committee for review.

**8. Adjournment**

There being no further business, the meeting was adjourned at 11:15 a.m.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE  
APRIL 20, 2020**

**RIGHT OF ENTRY AND ACCESS AGREEMENT  
WITH BURBANK INDUSTRIAL INVESTORS**

**SUMMARY**

Staff seeks a Legal, Government and Environmental Affairs Committee ("Committee") recommendation to the Commission for approval of a proposed second Right of Entry and Access Agreement ("Agreement") with Burbank Industrial Investors, LP ("BII"), copy attached, to facilitate additional grading and drainage work on the Adjacent Property to protect the Avion Burbank site.

**BACKGROUND**

BII, through Overton Moore Properties (OMP), is now constructing the Avion Burbank development on the former Trust Property north of Lot A and east of the Adjacent Property. As a condition of the City of Burbank's development approvals and permits, BII is responsible for addressing pre-development storm water drainage. Due to the current topographical condition of the area, some storm water that falls on the Adjacent Property flows to the east and crosses the property line onto the Avion Burbank site.

BII's original grading design for the Avion Burbank site included a drainage channel at the property line to collect storm water from the Adjacent Property and direct it to a storm water collection system. In preliminary discussions with BII, staff indicated that, if the Replacement Passenger Terminal is constructed on the Adjacent Property (the preferred site), then that development will essentially eliminate existing surface water flows and thereby effectively eliminate the need for a drainage collection channel. Additionally, Staff expressed concerns that a drainage channel located immediately next to the Airport could create a potential security issue. In response to these concerns, BII prepared a new storm water drainage plan for the Avion Burbank site. The new plan contemplates limited grading and installation of storm drainpipe on the Adjacent Property and does not include a permanent drainage channel on the Avion Burbank site.

The Commission approved an Agreement with BII at the February 3, 2020 meeting that expired March 31, 2020. While the expired agreement was in effect, OMP completed installation of the proposed drainage infrastructure but was not able to complete the associated grading work.

**DETAILS**

The proposed second Agreement will give BII and its designees access to the Adjacent Property through July 31, 2021 and include a provision that gives the Executive Director the authority to extend the expiration date until July 31, 2022. BII's remaining scope of work under the Agreement includes installation of compacted berm, limited landscaping, and grading a drainage swale. BII's engineer is currently finalizing grading & landscaping details which will be subject to both City of Burbank approval and Authority approval prior to initiation of the additional work to be completed by OMP on the Adjacent Property.

Work undertaken by BII and its designees on the Adjacent Property will be overseen by a representative of the Authority's Engineering Department as necessary.

#### COST

BII will be responsible for all costs associated with the surveying, grading, and pipe installation on the Adjacent Property.

#### STAFF RECOMMENDATION

Staff seeks Committee recommendation to the Commission for approval of the proposed second Agreement with BII to facilitate limited grading and drainage work to protect the Avion Burbank site.

## **SECOND RIGHT OF ENTRY AND ACCESS AGREEMENT**

**THIS SECOND RIGHT OF ENTRY AND ACCESS AGREEMENT** (“Second Entry/Access Agreement”) is dated May 4, 2020 for reference purposes, and is entered into by and between the **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**, a California joint powers agency (“Licensor”), and **BURBANK INDUSTRIAL INVESTORS LP**, a Delaware limited partnership (“Licensee”).

### **R E C I T A L S**

A. Licensor is the owner of the land more particularly described on Exhibit “A”, attached hereto and incorporated herein by reference (the “Property”).

B. Licensee is constructing a mixed-use campus (the “Campus Project”) on land adjacent to the Property.

C. To ensure that storm drain flows from the Property do not impact the Campus Project, and to ensure that standing water does not accumulate on the Property, the parties executed a January 21, 2020 Right of Entry and Access Agreement (“First Entry/Access Agreement”) to provide for Licensee’s entry upon the Property in order to survey the Property, grade the Property, and install a Tin Whistle Pipe in accordance with Exhibit “B”, subject to applicable laws and permits (collectively the “Work”) at Licensee’s cost.

D. The First Entry/Access Agreement expired on March 31, 2020 and the parties desire to execute this Second Entry/Access Agreement to afford Licensee additional time to perform the Work.

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee do hereby covenant and agree as follows:

1. Term. The term of this Second Entry/Access Agreement shall commence on May 4, 2020. Unless extended as provided in this Section or terminated as provided in Section 12 below, the term shall expire upon the earlier of completion of the Work or on July 31, 2021. The Authority shall have one option, exercisable until July 1, 2021, by which it may extend the term of this Second Entry/Access Agreement by one year in its sole discretion. If the Authority exercises the extension option, then the term shall expire upon the earlier of completion of the Work or on July 31, 2022. The Authority’s Executive Director is authorized to exercise the extension option without further action by the Authority Commission if deemed in the interests of the Authority.

2. Access by Licensee. Subject to Licensee’s compliance with the terms and provisions of this Second Entry/Access Agreement and applicable laws, ordinances, regulations and codes (“Legal Requirements”), Licensee and Licensee’s consultants who are designated in writing to Licensor (collectively, “Licensee’s Designees”) shall have the right to enter upon the Property, at no cost, rent, fee or other similar charge, for the purpose of performing the Work.

Licensor will coordinate entry onto the Property with Anthony Defrenza, Director, Engineering and Maintenance [(818) 729-3501], who shall have the right to be present or require another Licensor staff person or Licensor consultant staff person accompany Licensee or Licensee's Designee, as applicable, during performance of the Work (provided Licensor reasonably makes a representative available to so accompany Licensee and/or any Licensee Designee).

3. Indemnity. Licensee shall indemnify, defend and hold Licensor harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever, including, without limitation, reasonable and actual attorneys' fees and expenses and court costs suffered, incurred or sustained by Licensor to the extent caused by the performance of the Work or the entry by Licensee or Licensee's Designees onto the Property, except to the extent any such Claim was caused by the negligence or willful misconduct of Licensor or any of its consultants, staff persons or employees. The indemnification and defense obligations of Licensee contained herein shall survive the expiration or earlier termination of this Second Entry/Access Agreement. Licensor hereby releases Licensee from any and all claims, losses, liabilities, penalties, costs or expenses of any kind or nature whatsoever, including without limitation, attorney and expert fees which may at any time from and after the date hereof be asserted or imposed against Licensee or any of its affiliates, successors, employees, consultants, members, partners and/or Licensee's Designees as a result of: (i) any environmental condition existing at the Property prior to Licensee's access to the Property, whether or not in violation of Legal Requirements; or (ii) the release of hazardous materials by Licensor, its agents, employees or contractors affecting the Property whether or not in violation of Legal Requirements.

4. Reports. Licensee shall promptly provide to Licensor copies of all surveys, letters, studies and reports prepared by third parties related to or arising from the Work (but expressly excluding Licensee's internal financial reports and analyses and other materials to the extent that any such materials are subject to confidentiality restrictions binding upon Licensee, are proprietary or are protected from disclosure by the attorney-client privilege).

5. Insurance. Licensee shall (and shall also cause all of Licensee's Designees performing the Work to), procure and maintain a policy of commercial general liability insurance issued by an insurer reasonably satisfactory to Licensor covering the Work with a single limit of liability of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, and to deliver to Licensor certificate(s) of insurance evidencing that such insurance is in force and effect, and evidencing that Licensor has been named as an additional insured thereunder with respect to the Work.

6. Limitations. Licensor does not hereby convey to Licensee any right, title or interest in or to the Property, but merely grants the specific and limited contractual rights and privileges hereinabove set forth.

7. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and shall be addressed as follows and given by United States certified mail, postage prepaid, return receipt requested or by nationally recognized overnight mail service (ie, FedEx).

**If to Licensor, to:**

Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way  
Burbank, California 95105  
Attention: Anthony Defrenza

**If to Licensee, to:**

Burbank Industrial Investors LP  
c/o Overton Moore Properties  
19300 Hamilton Avenue, Suite 200  
Gardena, CA 90248  
Attention: Timur Tecimer

8. Assignment. This Second Entry/Access Agreement may not be assigned by Licensee, in whole or in part.

9. Governing Law. This Second Entry/Access Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of California.

10. Counterparts. This Second Entry/Access Agreement may be executed in counterparts and delivered electronically, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

11. No Recording of Agreement or Memorandum of Agreement. In no event shall this Second Entry/Access Agreement or any memorandum hereof be recorded.

12. Default; Termination. If Licensee fails to cure a default by Licensee hereunder within ten (10) days after written notice from Licensor, Licensor may terminate this Second Entry/Access Agreement by further written notice to Licensee.

13. Miscellaneous. All provisions herein shall be binding upon and shall inure to the benefit of the parties hereto, and to their respective legal representatives, successors and permitted assigns. The provisions of this Second Entry/Access Agreement shall be severable. This Second Entry/Access Agreement, and any exhibits and/or addendum attached hereto, set forth the entire agreement between the parties hereto relating to Licensee's entry upon the Property for performance of the Work. Any prior conversations or writings relating to such subject (including the First Entry/Access Agreement) are merged herein and extinguished. No subsequent amendment to this Second Entry/Access Agreement shall be binding upon Licensor or Licensee unless reduced to writing and signed by both parties hereto, except as otherwise provided herein. The parties each represent and warrant to the other that they have full power and authority to enter into this Second Entry/Access Agreement and to satisfy their respective obligations hereunder.

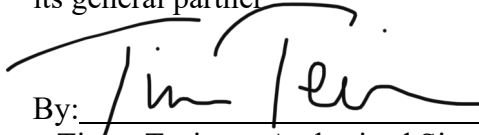
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**IN WITNESS WHEREOF**, Licensors and Licensee have caused this Second Entry/Access Agreement to be executed and sealed, all the day and year first written above.

**LICENSEE:**

BURBANK INDUSTRIAL INVESTORS LLP

By: Fremont Industrial Partners GP, LLC,  
a Delaware limited liability company,  
its general partner

By:   
Timur Tecimer, Authorized Signatory

**LICENSOR:**

BURBANK-GLENDALE-PASADENA  
AIRPORT AUTHORITY, a California joint  
powers authority

By: \_\_\_\_\_  
Ray Adams, President

**EXHIBIT “A”**

**DESCRIPTION OF LICENSED PROPERTY**

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 “B”**

**DESCRIPTION OF (PARAMETERS FOR)**  
**GRADING WORK AND PIPE INSTALLATION**

PENDING CITY OF BURBANK APPROVAL

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
LEGAL, GOVERNMENT AND ENVIRONMENTAL AFFAIRS COMMITTEE  
APRIL 20, 2020**

**COMMITTEE PENDING ITEMS**

**Future**

1. Award of PSA – Arnold & Associates