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**DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF BURBANK
AND
THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
FOR THE REPLACEMENT TERMINAL PROJECT**

**DEVELOPMENT AGREEMENT
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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

**ACKNOWLEDGMENT FOR
CITY OF BURBANK**

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)

**ACKNOWLEDGMENT FOR
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

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)

EXHIBIT A
PROPERTY SITE MAP

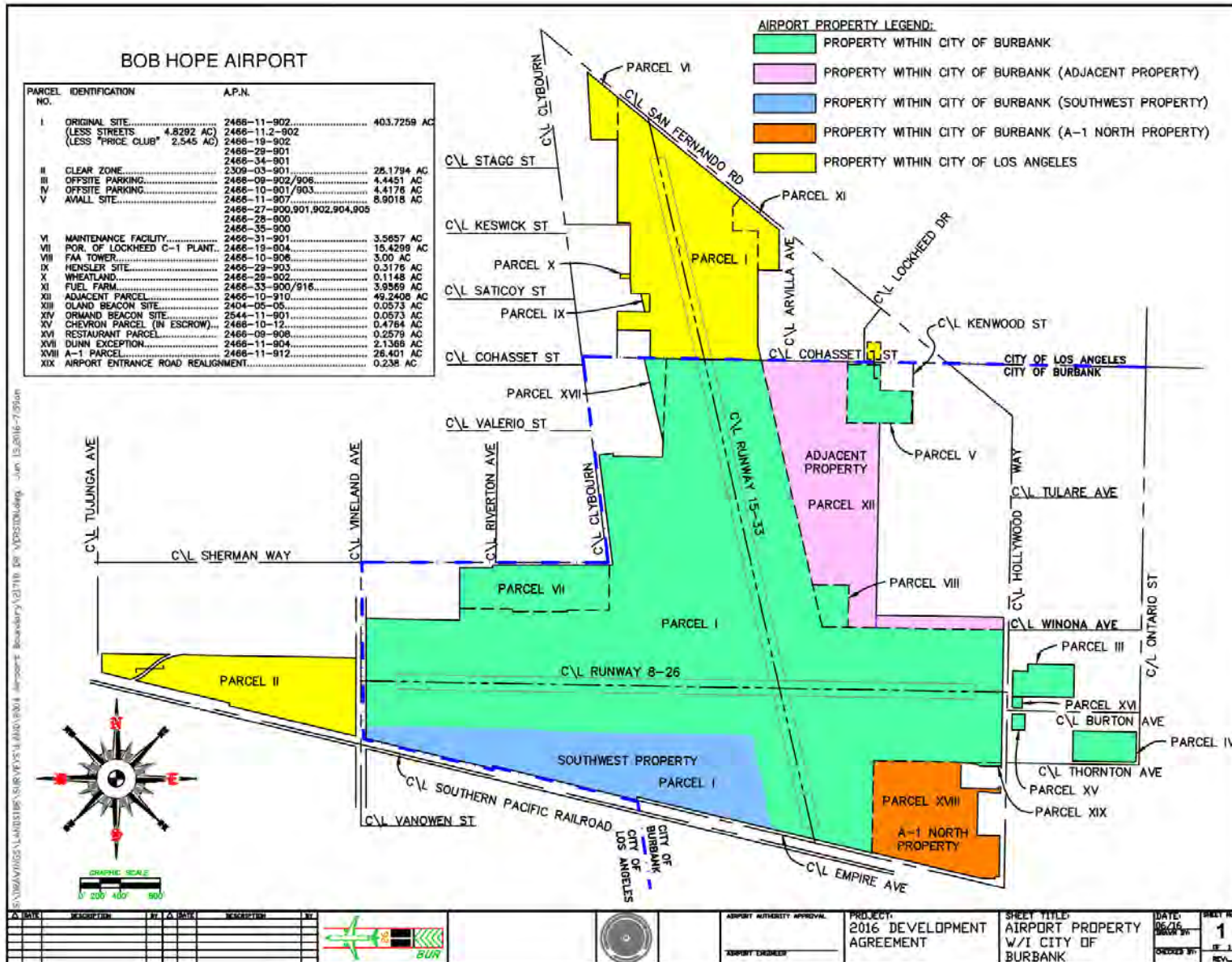


EXHIBIT B
PROPERTY LEGAL DESCRIPTION

(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.

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PARCEL IV
WITHIN THE CITY OF BURBANK
(TAX APN 2466-010-901, 902, & 903)

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

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

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PARCEL VII
WITHIN THE CITY OF BURBANK
(TAX APN 2466-019-904)

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

BEGINNING AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE IN PARCEL 1 OF THE LAND DESCRIBED IN THE DEED TO THE CITY OF BURBANK RECORDED AS INSTRUMENT NO. 78-704351 OFFICIAL RECORDS ON JUNE 29, 1978 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS HAVING A BEARING AND LENGTH OF "SOUTH 00°01'58" WEST 457.71 FEET,"; THENCE SOUTH 00°01'58" WEST 457.71 FEET; THENCE NORTH 89°03'06" WEST 417.69 FEET; THENCE SOUTH 00°02'24" WEST 16.80 FEET; THENCE NORTH 89°57'37" WEST 552.02 FEET; THENCE NORTH 00°02'24" EAST 25.56 FEET; THENCE NORTH 89°03'06" WEST 530.66 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN THE DEED TO THE REDEVELOPMENT AGENCY OF THE CITY OF BURBANK RECORDED AS INSTRUMENT NO. 84-459023 OFFICIAL RECORDS ON APRIL 17, 1984 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 00°02'00" EAST 408.73 FEET TO THE NORTHEAST CORNER OF THE LAND DESCRIBED IN SAID DEED TO THE REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, SAID NORTHEAST CORNER ALSO BEING A POINT IN THE SOUTHERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE CITY OF LOS ANGELES RECORDED ON JULY 11, 1967 AS INSTRUMENT NO. 3492 IN BOOK D-3699 PAGE 596 OF OFFICIAL RECORDS IN THE OFFICE OF SAID COUNTY RECORDER; THENCE EASTERLY ALONG SAID SOUTHERLY LINE TO THE WESTERLY LINE OF SAID LOT 59; THENCE NORTHERLY ALONG SAID WESTERLY LINE TO THE NORTHERLY LINE OF SAID LOT 59; THENCE EASTERLY ALONG SAID NORTHERLY LINE TO THE TRUE POINT OF BEGINNING.

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PARCEL XII
WITHIN THE CITY OF BURBANK
(TAX APN 2466-011-916)

PARCELS "E" AND "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.

TOGETHER WITH THOSE PORTIONS OF PARCELS "A" AND "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. TOGETHER WITH THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 4, TOWNSHIP 1 NORTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN SAID CITY, COUNTY AND STATE, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

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

ALSO EXCEPTING THAT PORTION OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, LYING NORTHERLY OF A LINE PARALLEL WITH AND DISTANT NORTHERLY 750.00 FEET MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF THE EAST-WEST RUNWAY OF THE

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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

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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°37'06" WEST, 30.30 FEET; THENCE SOUTH 00°56'55" WEST, 432.07 FEET; THENCE SOUTH 88°59'51" EAST, 229.48 FEET TO SAID WESTERLY RIGHT OF WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 01°00'12" WEST, 413.44 FEET 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


PAGE 15 OF 16 PAGES

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*



PAGE 16 OF 16 PAGES

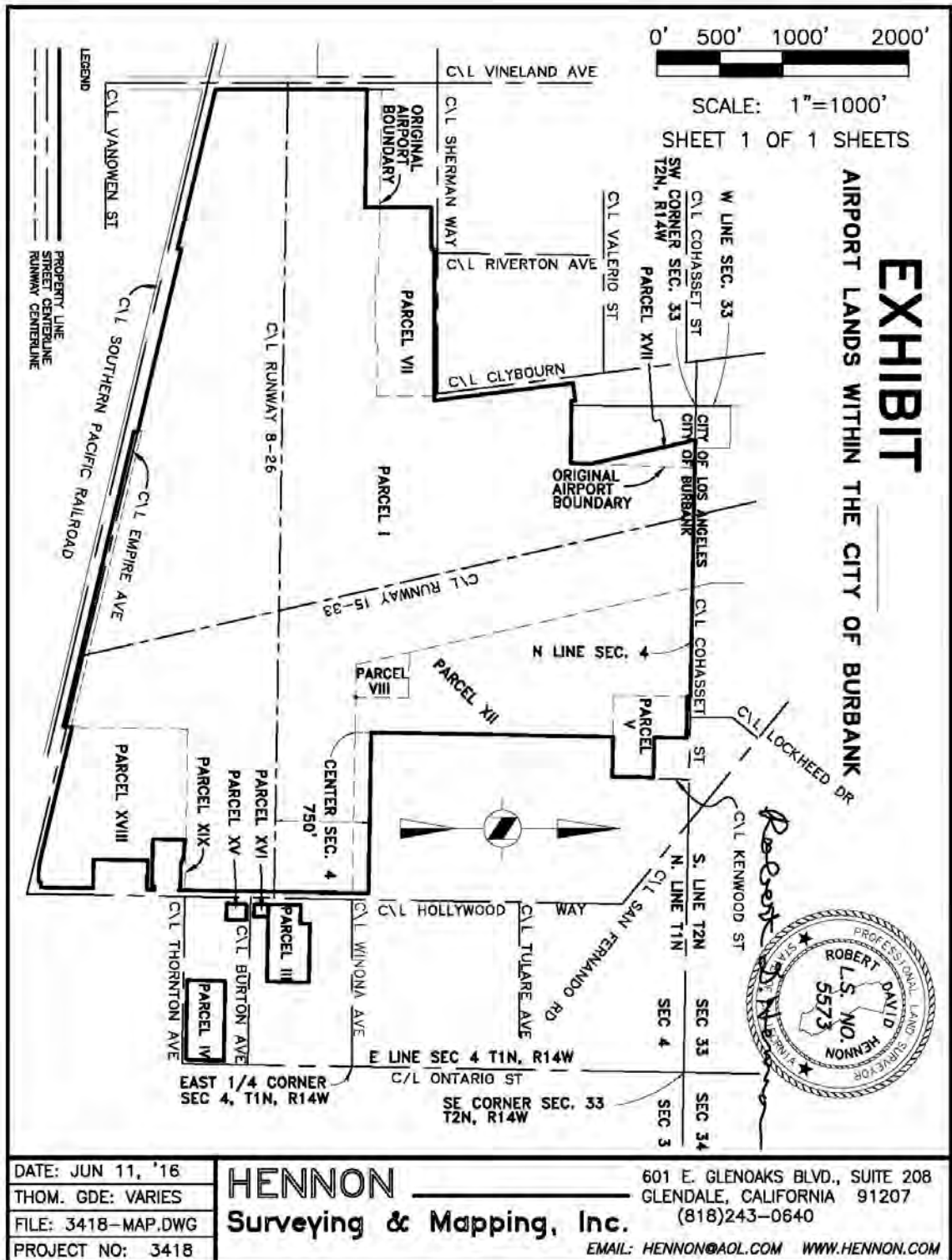


EXHIBIT C
PROJECT DESCRIPTION

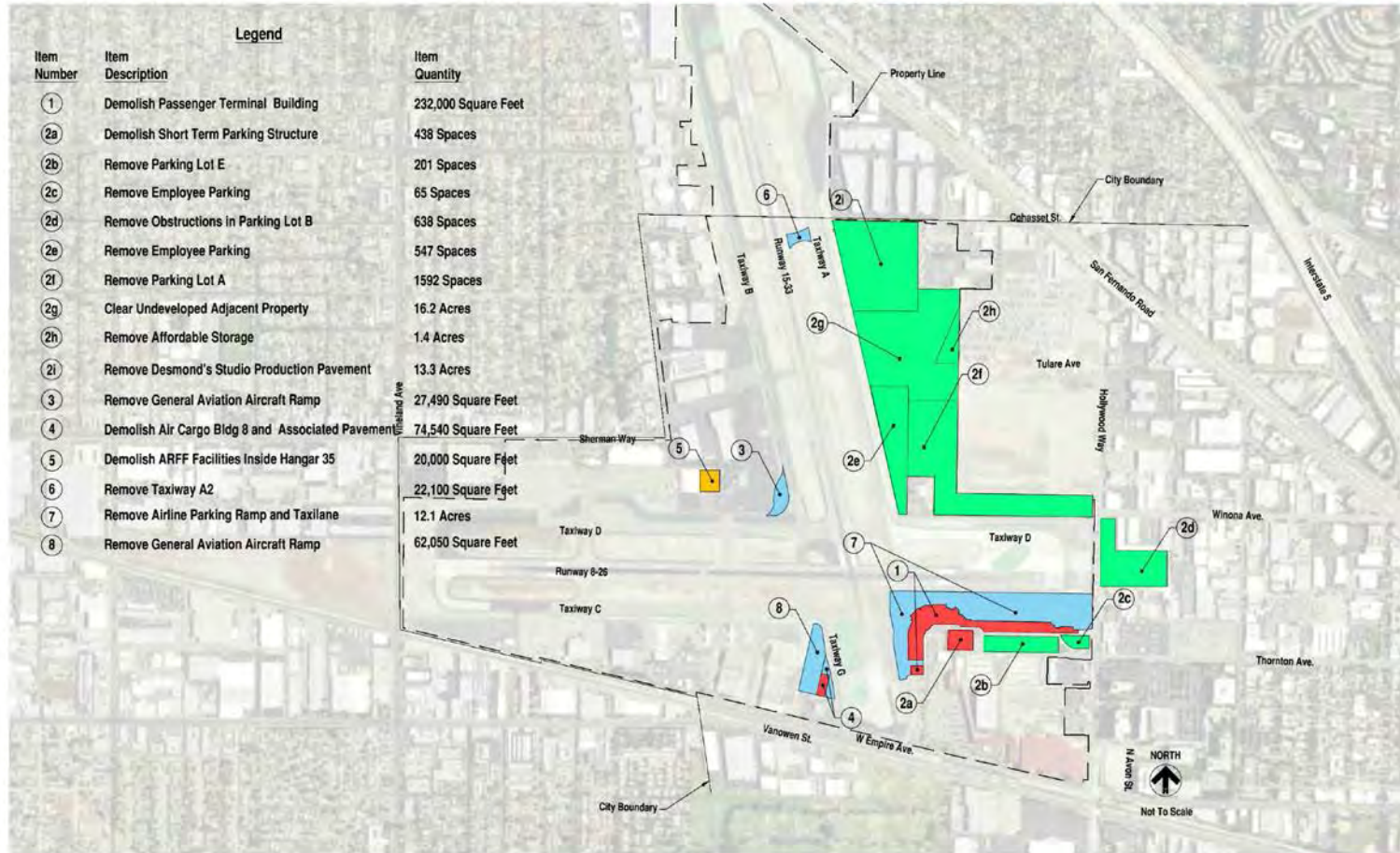
(Attached.)

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

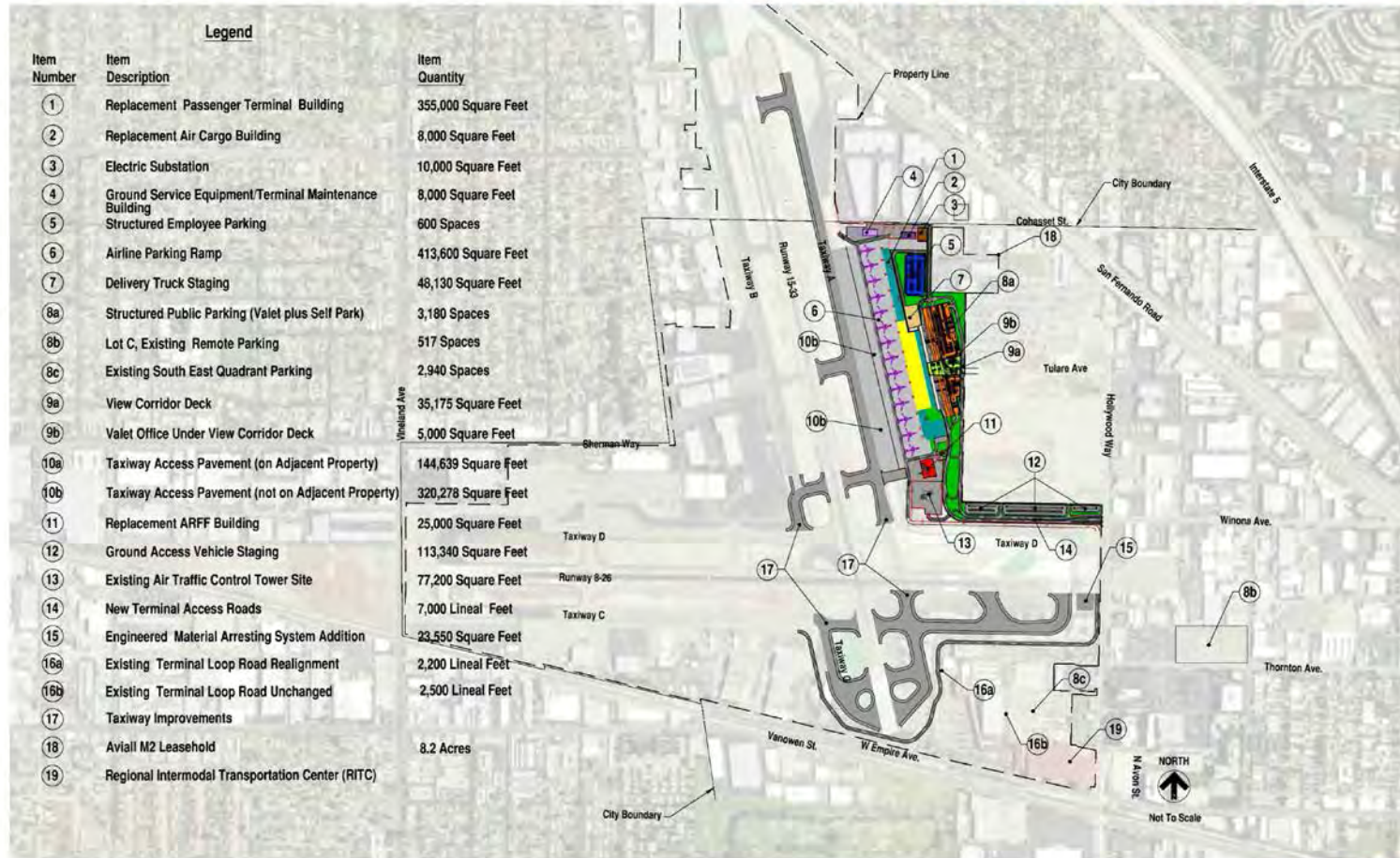
ADJACENT PROPERTY, FULL SIZE TERMINAL ALTERNATIVE



4

**EXHIBIT 2
OVERALL DEMOLITION PLAN**

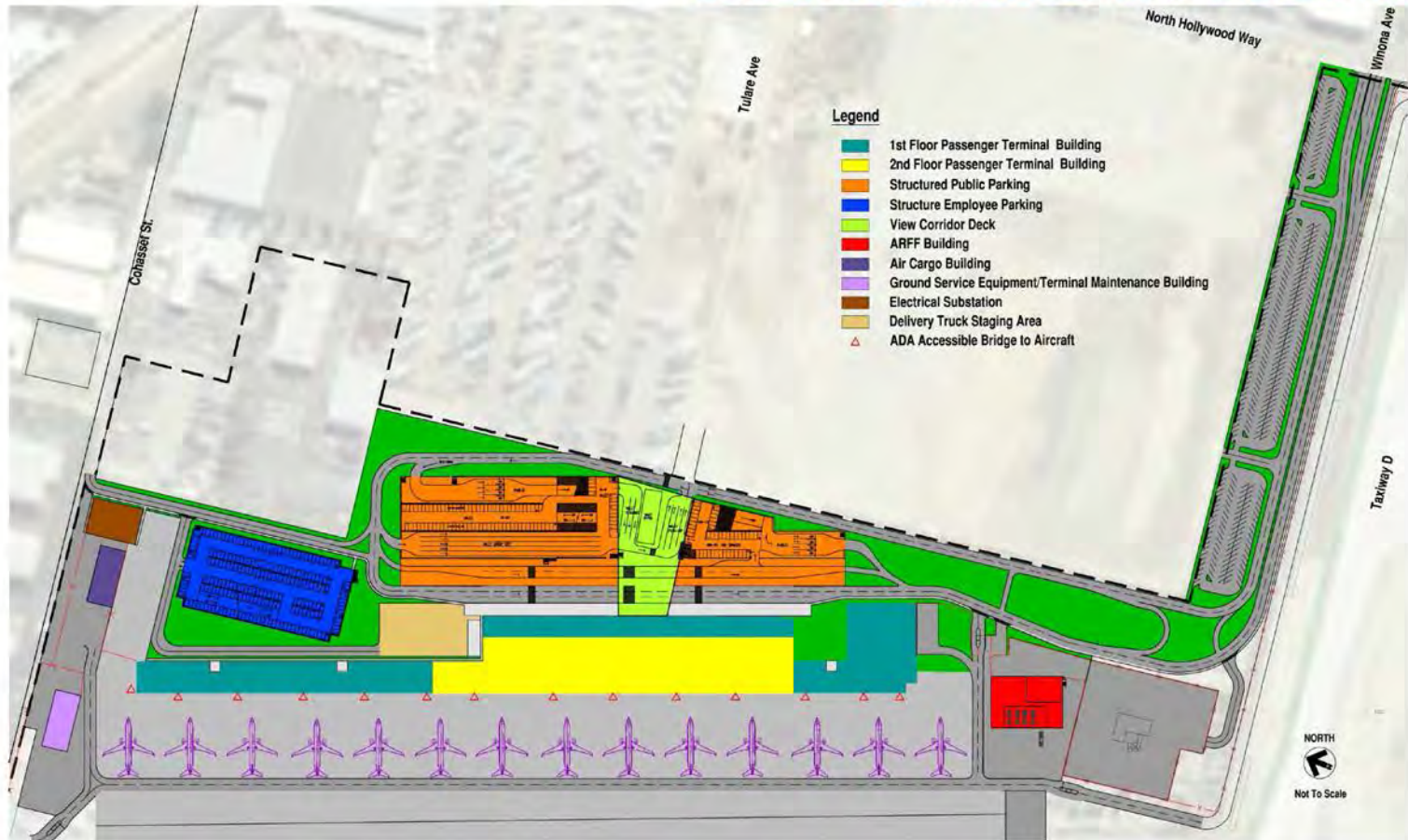
ADJACENT PROPERTY, FULL SIZE TERMINAL ALTERNATIVE



5

**EXHIBIT 3A
OVERALL SITE PLAN**

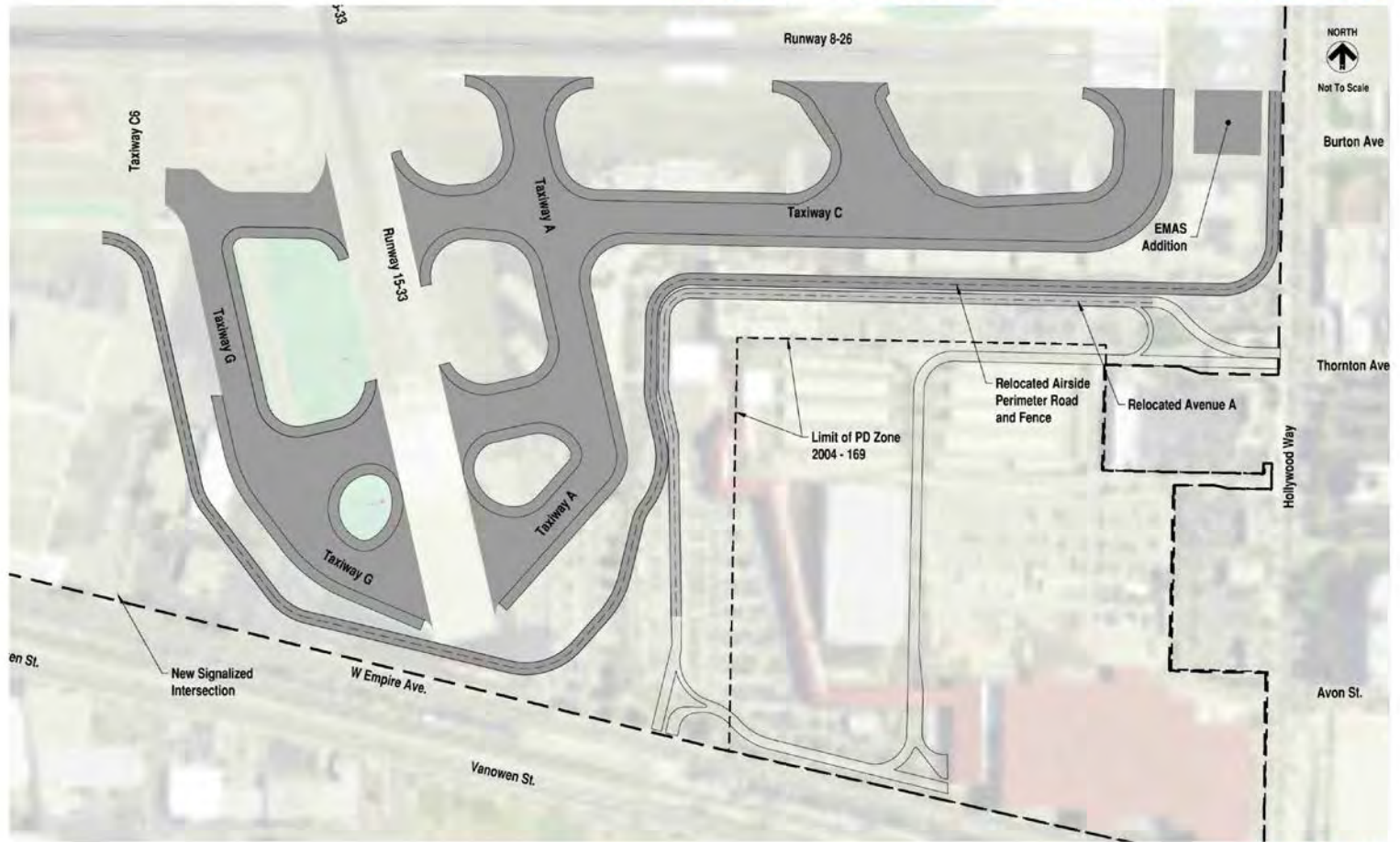
ADJACENT PROPERTY, FULL SIZE TERMINAL ALTERNATIVE



**EXHIBIT 3B
SITE PLAN, 1 OF 2**

6

ADJACENT PROPERTY, FULL SIZE TERMINAL ALTERNATIVE



7

**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

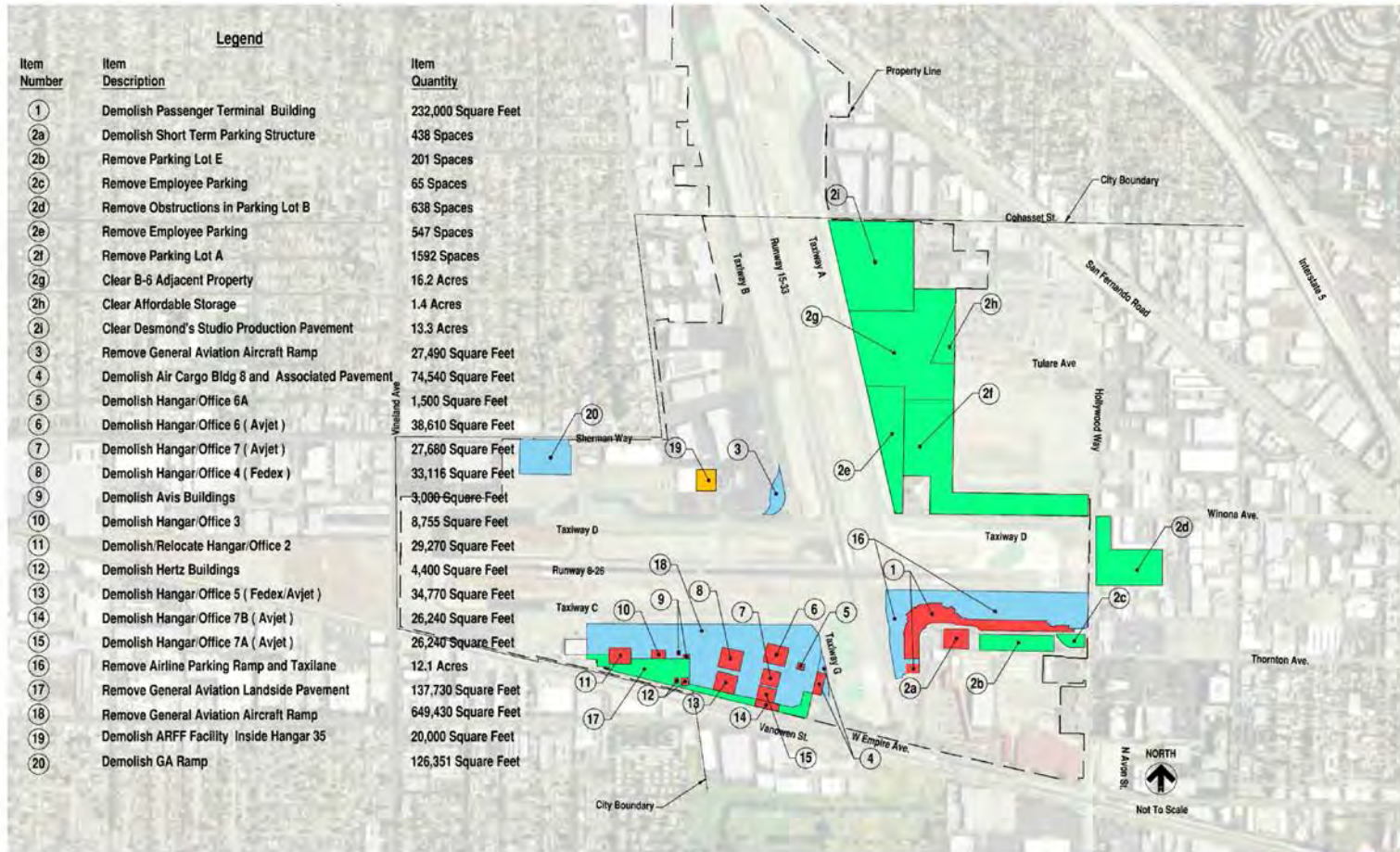
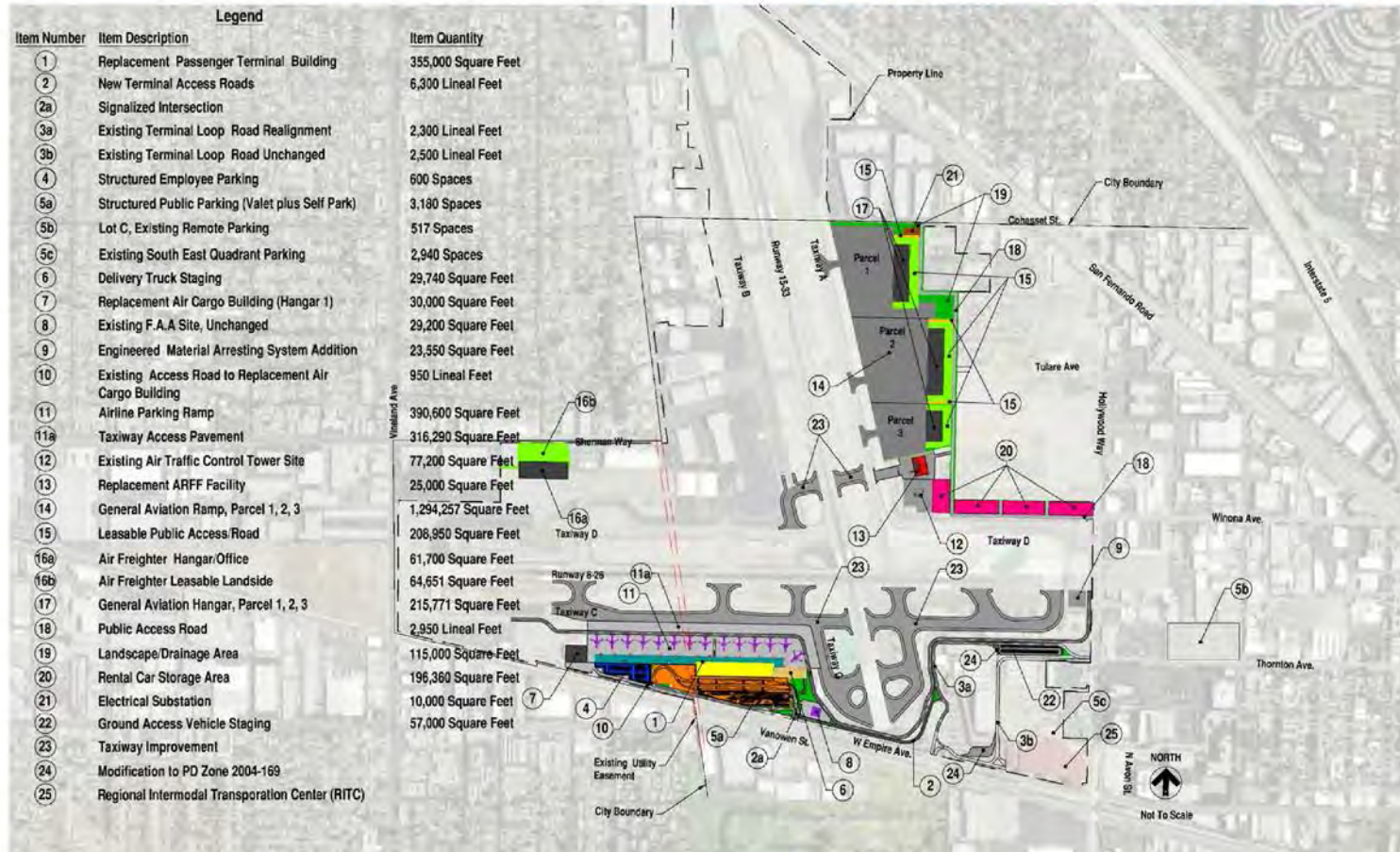


EXHIBIT 12
OVERALL DEMOLITION PLAN

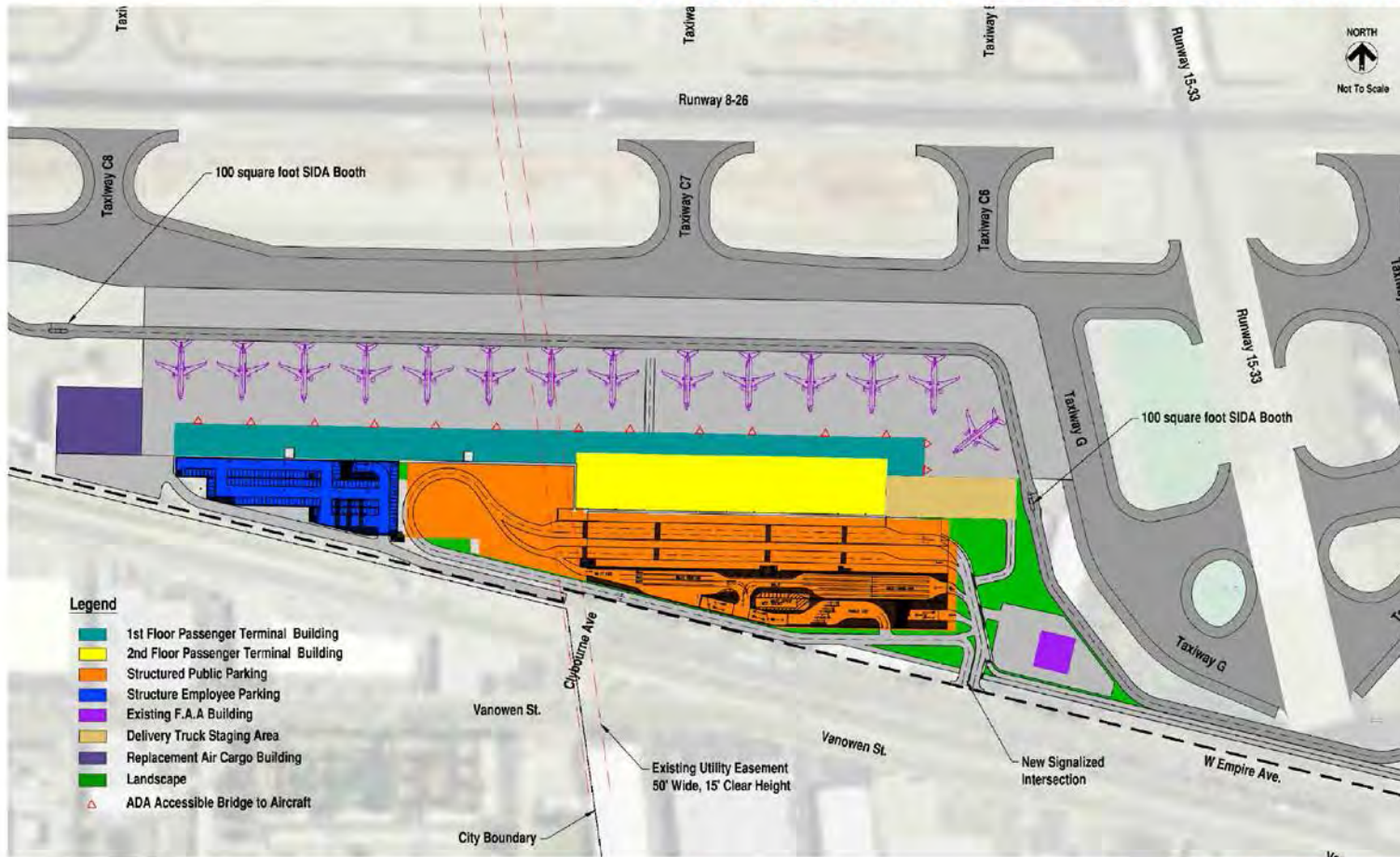
SOUTHWEST QUADRANT, FULL SIZE TERMINAL ALTERNATIVE



5

EXHIBIT 13A
OVERALL SITE PLAN

SOUTHWEST QUADRANT, FULL SIZE TERMINAL ALTERNATIVE



**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.)

**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”

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

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, T1N, 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 ¼ OF THE NORTHEAST ¼ 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".

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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.

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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.

EXHIBIT E
PUC SECTION 21661.6(e) RESOLUTION

(Attached.)

RESOLUTION NO. ____

A RESOLUTION OF THE COUNCIL OF THE CITY OF BURBANK APPROVING THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY'S PLANS FOR USE OF THE ADJACENT PROPERTY AND A-1 NORTH PROPERTY PURSUANT TO PUBLIC UTILITIES CODE SECTION 21661.6(e).

THE COUNCIL OF THE CITY OF BURBANK FINDS:

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

B. Resolution No. 25,633 approved the acquisition by the Burbank-Glendale-Pasadena Airport Authority ("Authority") of the Adjacent Property ("Adjacent Property") which is 49.26 acres of land, a portion of the land formerly known as the Lockheed B-6 property. Resolution No. 28,191 approved a Plan for Use of the Adjacent Property allowing 25 acres to be used for storage of movie production vehicles and equipment, and 16.7 acres ("Parking Lot A") to be used for a maximum of 1,592 passenger parking spaces and 581 employee parking spaces ("Adjacent Property Plan").

C. Resolution No. 26,893 approved the Authority's acquisition and use of approximately 26.7 acres known as the A-1 North Property. On August 24, 2010, Resolution No. 28,190, approved a Plan for Use of the A-1 North Property for the construction of the Regional Intermodal Transportation Center ("A-1 North Property Plan").

D. The Authority has applied to the City for a Development Agreement, zoning and easement changes, and changes to the Adjacent Property Plan and the A-1 North Property Plan, as more fully described below, to allow the following: a 14-gate, 355,000 square foot replacement terminal and replacement parking; airport-related service buildings; fire station; terminal access road; extensions of taxiways and internal roads; closing of parking lots; and demolition of existing terminal and adjacent parking structure (collectively "Project"). The Authority has requested City approval for two separate development options, only one of which would ultimately be developed. One would develop the replacement terminal on the Adjacent Property ("Adjacent Property Option") and the second would develop the replacement terminal on the Southwest Quadrant of airport property with general aviation facilities being relocated to the Adjacent Property ("Southwest Quadrant Option").

E. On May 6, 2016, the Authority submitted applications to modify the Adjacent Property Plan and the A-1 North Property Plan (collectively "Applications").

The Applications seek alternative modifications to the Adjacent Property Plan and the A-1 North Property Plan to authorize either the Adjacent Property Option or Southwest Quadrant Option as follows:

1. Pursuant to the Adjacent Property Option, there would be no change to the A-1 North Property Plan. The Plan for Use for the Adjacent Property under this Option would be amended and restated to allow the replacement terminal and ancillary improvements, as more fully described in Exhibit A, attached hereto.
 2. Pursuant to the Southwest Quadrant Option, the A-1 North Property Plan would be amended to allow realignment of a section of a loop road and provide a shuttle drop-off and pick-up area. The Plan for Use for the Adjacent Property under this Option would be amended and restated to allow use for general aviation facilities and ancillary improvements, as more fully described in Exhibit B, attached hereto.
- F. On July 1, 2016, the City issued a Preliminary Analysis of the proposed changes in the Adjacent Property Plan and A-1 North Property Plan, as required by the Procedures. The Preliminary Analysis concluded that the proposed changes to the Plan for Use of the Adjacent Property and the A-1 North Property would meet the requirements for approval as set forth in the Procedures.
- G. The Replacement Terminal Project was analyzed and examined in a Final Environmental Impact Report (State Clearinghouse No. 2015121095) ("FEIR"). On July 11, 2016, through the adoption of Authority Commission Resolution No. 469, the Authority, as lead agency, certified the FEIR in accordance with the California Environmental Quality Act ("CEQA") Guidelines Section 15090, adopted findings in accordance with Public Resources Code Section 21081 and CEQA Guidelines Section 15091, and issued a Statement of Overriding Considerations in accordance with CEQA Guidelines Section 15093. A Mitigation Monitoring Program (MMRP) was also adopted in accordance with CEQA Guideline Section 15097. The City, as a Responsible Agency under CEQA, considered the FEIR prior to taking action on the Project, made the necessary findings under CEQA, and approved the MMRP, by adopting City Resolution No. _____.
- H. On July 25, 2016, the Council held a public hearing to consider the Applications; the hearing was properly noticed in accordance with the provisions of the Procedures. The City Council considered the report and recommendations of City staff, the PUC Preliminary Analysis, the environmental effects of the Project as shown in the FEIR prepared by the lead agency, all evidence presented, and testimony and written comments submitted by the public prior to and at said public hearing.

THE COUNCIL OF THE CITY OF BURBANK RESOLVES:

1. The advantages to the public of the proposed Plan for Use of the Adjacent Property under the Adjacent Property Option as detailed in Exhibit A and Plan for Use of the Adjacent Property and Plan for Use of the A-1 North Property under the Southwest Quadrant Option, as detailed in Exhibit B, outweigh the disadvantages to both the public and the environment. The approval of the Plans are consistent with the objective of adopting land use measures that minimize the public's exposure to excessive noise and safety hazards within areas around public airports to the extent that these areas are not already devoted to incompatible uses. The evidence supporting this finding is in Exhibit C, attached hereto and incorporated herein.

2. PUC §21661.6 (e) approval for an Amended and Restated Plan for Use of the Adjacent Property and amendment to the Plan for Use of the A-1 North Property is granted as follows and subject to the conditions set forth in Exhibit D.

2.1 This Subsection 2.1 shall only be effective if and when the Authority records a Memorandum of Adjacent Property Replacement Passenger Terminal Selection pursuant to the Modification To Amended And Restated Grant Of Easements, Declaration Of Use Restrictions And Agreement For Adjacent Property authorized by Ordinance No. 16-_____ ("Modification to Easement"). Upon such recordation, the Plan for Use of the Adjacent Property is amended and restated to allow use of the Adjacent Property for a 14-gate 355,000 square foot replacement passenger terminal and ancillary improvements, as detailed in Exhibit A, attached hereto. Upon such recordation, Subsection 2.2 shall be null and void.

2.2 This Subsection 2.2 shall only be effective if and when the Authority records a Memorandum of Southwest Quadrant Replacement Passenger Terminal Selection pursuant to the Modification to Easement. Upon such recordation, the Plan for Use of the Adjacent Property is amended and restated to allow use of the Adjacent Property for general aviation and ancillary improvements, as detailed in Exhibit B, attached hereto. Further, upon such recordation, the Plan for Use of A-1 North as set forth by Resolution No. 28,190 is amended to allow a shuttle drop off/pick up area and a section of relocated recirculated loop road, as detailed in Exhibit B, attached hereto. Upon such recordation, Subsection 2.1 shall be null and void.

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

PASSED and ADOPTED this _____ day of July 2016.

Jess Talamantes
Mayor of the City of Burbank

Attest:

Zizette Mullins, CMC, City Clerk

Approved as to Form
Office of the City Attorney

Amy Albano, City Attorney

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

I, _____, City Clerk of the City of Burbank, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the ____ day of August 2016, by the following vote:

AYES:

NOES:

ABSENT:

City Clerk

EXHIBIT A
Amended and Restated Plan for Use of Adjacent Property
Adjacent Property Option

- A. No changes to Plan for Use for A-1 North Property, as approved by the City Council in Resolution 28,190
- B. Plan For Use of Adjacent Property is amended and restated as follows (the attached site plan is incorporated herein):
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 parking structure -- 600 spaces
 - View corridor deck – 35,175 square feet
 - Valet office under view corridor deck – 5,000 square feet
 5. Close Parking Lot A (when replacement parking is constructed and opened)
 6. Realignment and extensions of taxiways, apron and pavement including:
 - Airline parking ramp – 413,600 square feet
 - Taxiway access pavement (on Adjacent Property) – 144,639 square feet
 - Delivery truck staging – 48,130 square feet
 - Ground access vehicle staging – 113,340 square feet
 7. Replacement Aircraft Rescue and Fire Fighting/POLICE/EOC Building (ARFF) - 25,000 square feet
 8. New loop road of 7,000 lineal feet
 9. Remove all other lease uses (including, e.g., Desmond's facility) upon start of construction of the Replacement Terminal
 10. Electrical substation of 10,000 square feet

ADJACENT PROPERTY, FULL SIZE TERMINAL ALTERNATIVE

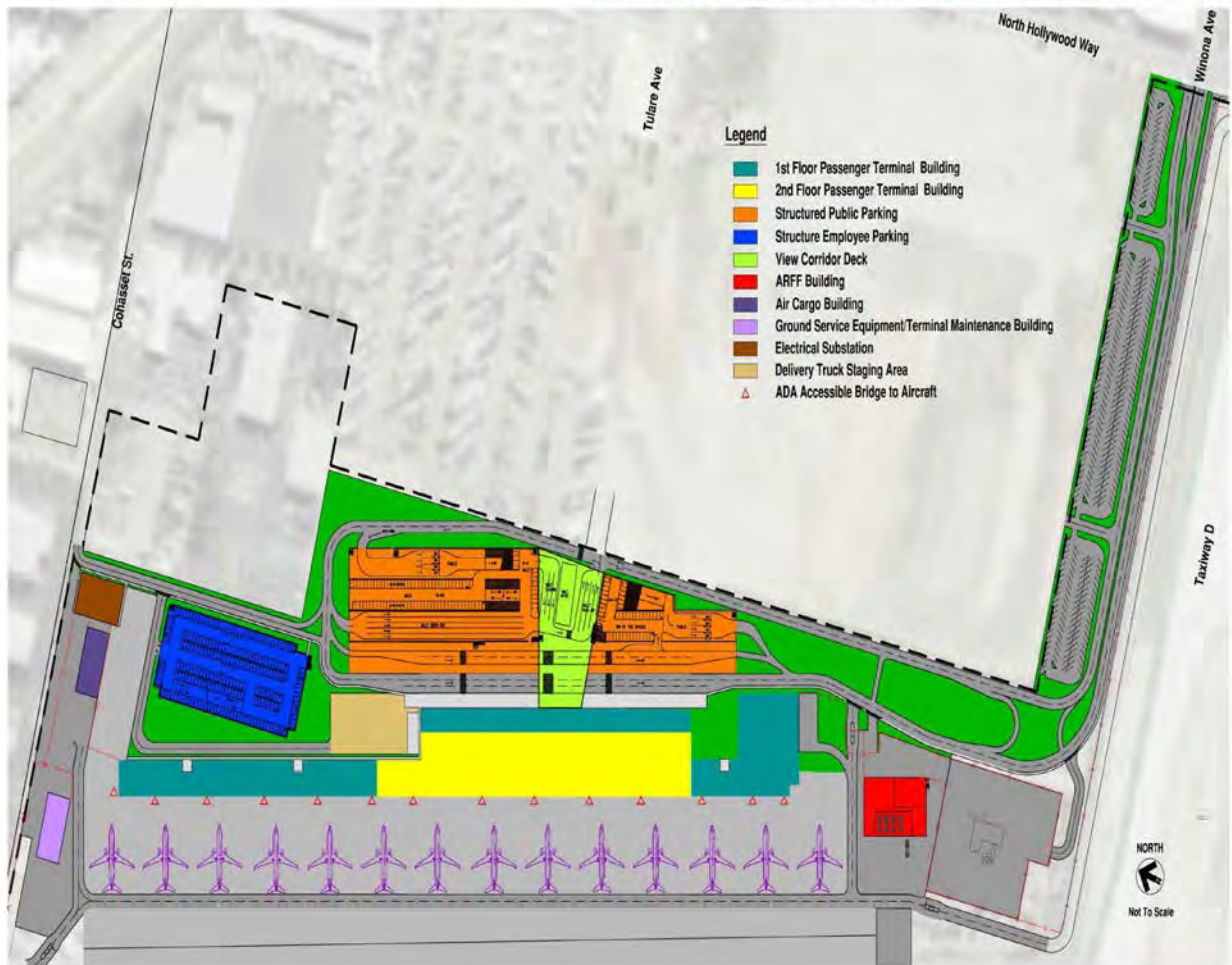


EXHIBIT B
Amended and Restated Plan for Use of Adjacent Property and
Amended Plan for Use of A-1 North Property
Southwest Quadrant Option

A. Plan for Use of A-1 North Property, as approved by the City Council in Resolution 28,190, is amended to allow a shuttle drop off/ pick up area and a section of relocated recirculated loop road as depicted in the site plan, below, which is incorporated herein.

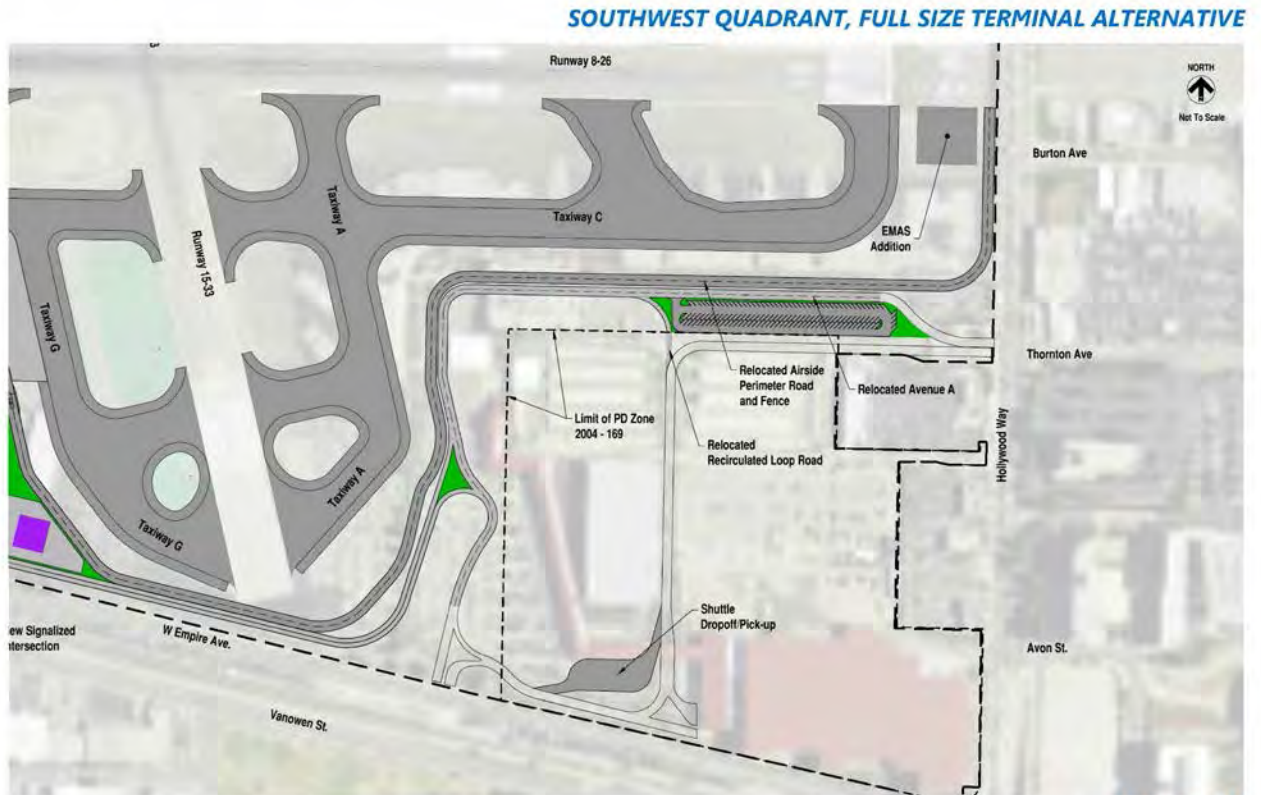


EXHIBIT 13C
SITE PLAN, 2 OF 2

B. Plan For Use of Adjacent Property is amended and restated as follows (see site plan below, which is incorporated herein):

1. General aviation hangar, parcel 1, 2, 3 – 215,771 square feet (The square footage of general aviation hangars/offices on the Adjacent Property may not exceed the square footage of general aviation hangars/offices demolished on the Southwest Quadrant of the airport.)
2. General aviation ramp, parcel 1, 2, 3 – 1,294,257 square feet
3. Leasable public access/road – 208,950 square feet
4. Replacement ARFF – 25,000 square feet
5. Rental car storage area – 196,360 square feet
6. Landscape/drainage area – 115,000 square feet
7. Public access road – 2,950 lineal feet
8. Electrical substation – 10,000 square feet
9. Close parking lot A (when replacement parking is constructed and opened on the Southwest Quadrant)
10. Remove all other lease uses (including, e.g., Desmond's facility) once construction begins on the Adjacent Property.

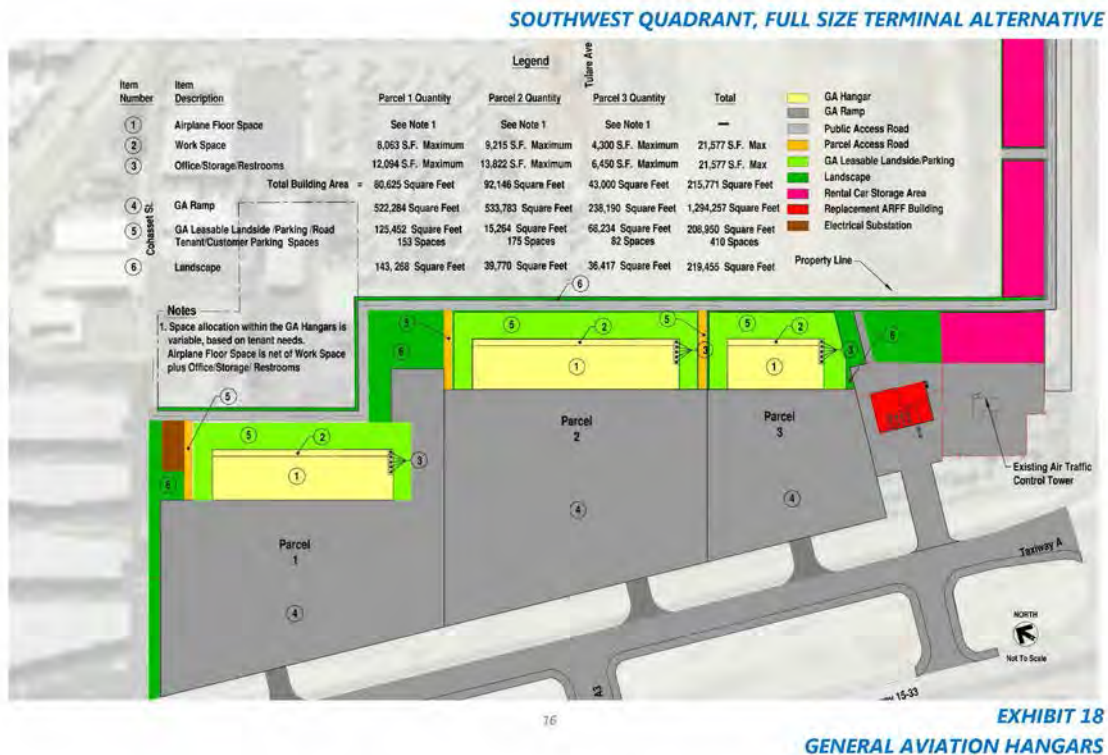


Exhibit C
Evidence in Support of PUC 21661.6(e) Approval Findings

A. The existing passenger terminal does not meet current FAA safety standards and CA seismic standards. A new terminal will be built to these safety standards, as well as being a modern, convenient and efficient passenger terminal.

B. Both the Adjacent Property Option and Southwest Quadrant Option provide for a replacement 14-gate passenger terminal. Because the number of gates is not changing from the existing terminal, the growth for the No Project alternative is the same as the projected growth for either Option. The FEIR compared the two Options against the No Project alternative (FEIR, Vol. 1, ES-13-21). The tables on these pages generally show that impacts are the same or similar to the No Project alternative. The impacts that are greater are generally construction-related and not operationally related.

B. Overall, the Adjacent Property Option has no significant environmental impacts as to noise and Southwest Quadrant Option has one that is less than significant with mitigation (FEIR, Vol. 1, E-9). All traffic-related impacts under either Option are less than significant with appropriate mitigation measures (FEIR, Vol. 1, E-10). Mitigation measures range from adding new turn lanes to signaling an intersection. Each Option requires a Construction Management Plan that will include street closure information, a detour plan, haul routes and staging plans (FEIR, Vol. 1, 3.17- 20 and 3.17-29).

C. Besides the air quality impacts referenced below, all other environmental impacts caused by either the Adjacent Property Option or Southwest Quadrant Option are non-existent, less than significant or less than significant with implementation of mitigation measures (FEIR, Vol. 1, ES-5-6).

D. The FEIR identified only certain air quality impacts as being significant and unavoidable, meaning that no mitigation measure is feasible that would bring the impact to a level of less than significant (FEIR, Vol. 1, ES-5-6). The two Options, as well as the No Project alternative, all affect air quality in a similar way especially as to operations. There are two impacts listed that are significant for No Project, but less than significant for the Adjacent Property Option and Southwest Quadrant Option (FEIR, Vol. 1, ES-5). The No Project alternative causes air quality significant impacts in part because the growth projections are the same for both Options and No Project alternative. (FEIR, Vol. 1, Chapter 3.4.)

E. Based on the required design features and mitigation measures for the Project, the environmental impacts created by the Adjacent Property Option are no greater than the No Project alternative. Therefore, the advantages of having a modern and safer passenger terminal do not create any “disadvantages to the public or environment.” As to the Southwest Quadrant Option there is only one air quality impact of generation of toxic air contaminants that is significant and unavoidable as compared to the NO project alternative. Still, based on all of the design features and mitigation

measures for the Project, the advantages to the public and environment outweigh this unavoidable significant adverse impact.

F. The approvals for an Amended and Restated Plan for Use of the Adjacent Property and amendment to the A-1 North Property Plan and Authority's use of the Adjacent Property and the A-1 North Property is limited to those uses and subject to those restrictions set forth in this Resolution.

G. The approvals for an Amended and Restated Plan for Use of the Adjacent Property and amendment to the A-1 North Property Plan will cause, enable, approve, or authorize the Authority to erect structures, or engage in any construction or development for the purposes of expanding or enlarging the Airport only as provided herein.

H. The approvals for an Amended and Restated Plan for Use of the Adjacent Property and amendment to the A-1 North Property Plan shall not be interpreted to allow uses that are in any manner inconsistent with the terms of other City land use approvals or entitlements including, without limitation, any Planned Development zoning and any Development Agreement for the Project.

I. The approvals for an Amended and Restated Plan for Use of the Adjacent Property and amendment to the A-1 North Property Plan will not directly or indirectly lead to an increase in noise from the Airport and will not directly or indirectly impede the ability of the Airport Authority to secure noise relief for the residents of Burbank consistent with City policies.

EXHIBIT D
Amended and Restated Plan for Use of the Adjacent Property and
Amendment to Plan for Use of A-1 North Property
Conditions of Approval

The Conditions of Approval are as follows:

1. The square footage and location of any structure or facility shall not exceed the size and location set forth in this Resolution.
2. The use of the A-1 North Property and the Adjacent Property shall be in conformity with all other City approvals and the Adjacent Property Easement and may not be modified without further City approval pursuant to PUC § 21661.6(e).
3. The Authority shall construct and maintain 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 pick-up 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.
4. 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 a dedicated passenger shuttle to the future Hollywood Way Metrolink Station.
5. 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 Property or Southwest Quadrant Option.
6. If the Authority constructs the Adjacent Property Option and a private commercial development is approved on land abutting the Adjacent Property (on the Trust Property of former B-6 property), the Airport shall, if requested by the City of Burbank or the developer of said 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 Adjacent Property.

7. 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:
 - 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.
8. 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.
9. Authority shall provide a safe and convenient zone in which employee vanpool and carpool vehicles may deliver or board their passengers.
10. 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.
11. Authority shall construct safe and convenient access from the external circulation system to bicycle parking facilities on-site.
12. All landscaped areas shall be permanently maintained with healthy planting material, and whenever necessary shall be replanted with suitable vegetation.

EXHIBIT F
MASTER ORDINANCE

(Attached.)

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF BURBANK APPROVING MATTERS RELATED TO THE BOB HOPE AIRPORT REPLACEMENT TERMINAL PROJECT: DEVELOPMENT AGREEMENT AND AMENDMENTS TO PLANNED DEVELOPMENT ZONE NOS. 2004-169 and 2004-170; AND MODIFICATION TO THE ADJACENT PROPERTY EASEMENT (BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, APPLICANT)

THE COUNCIL OF THE CITY OF BURBANK FINDS:

A. The Burbank-Glendale-Pasadena Airport Authority (“Authority”) has applied to the City for a Development Agreement, zoning and easement changes as more fully described below, to allow the following projects at Bob Hope Airport: 14-gate, 355,000 square foot replacement terminal and replacement parking; airport-related service buildings; fire station; terminal access road; extensions of taxiways and internal roads; closing parking lots; and demolition of existing terminal and adjacent parking structure (collectively “Project” or “Replacement Terminal Project”).

B. If Council approves this Project and adopts this Ordinance, voters will be asked to ratify the Ordinance as required by Burbank Municipal Code Section 2-3-112 (also known as Measure B), before the Ordinance becomes effective.

C. On July 7, 2016, the Planning Board held a duly noticed public hearing on the Development Agreement between the Authority and the City of Burbank (“Development Agreement”) and amendments to Planned Development Zone Nos. 2004-169 and 2004-170 concerning those portions of the Project.

D. After considering the evidence presented, the Planning Board unanimously recommended that the Council of the City of Burbank (“Council”) approve the Development Agreement and the Planned Development Zone amendments.

E. On July 13, 2016, after conducting a noticed public hearing, the Los Angeles County Airport Land Use Commission found the Project to be consistent with its Airport Land Use Plan.

F. On July 25, 2016, the Council held a duly noticed public hearing on the Project.

G. The Replacement Terminal Project was analyzed and examined in a Final Environmental Impact Report (State Clearinghouse No. 2015121095) (“FEIR”). On July 11, 2016, through the adoption of Authority Resolution No.469, the Authority as lead agency certified the FEIR in accordance with the California Environmental Quality Act (“CEQA”) Guidelines Section 15090, adopted findings in accordance with

Public Resources Code Section 21081 and CEQA Guidelines Section 15091, and issued a Statement of Overriding Considerations in accordance with CEQA Guidelines Section 15093. A Mitigation Monitoring Program (MMP) was also adopted in accordance with CEQA Guideline Section 15097. The City, as a Responsible Agency under CEQA, considered the FEIR prior to taking action on the Project, made the necessary findings under CEQA, and approved the MMRP, and adopted City Resolution No. _____.

H. The Council considered the report and recommendations of the City Planner, the action and recommendations of the Planning Board as evidenced by its motion on July 7, 2016, the environmental effects of the Project as shown in the FEIR prepared by the lead agency, and the evidence presented at a public hearing.

THE COUNCIL OF THE CITY OF BURBANK ORDAINS:

1. Development Agreement. The Development Agreement between the City of Burbank and the Burbank-Glendale-Pasadena Airport Authority for the Replacement Terminal Project is consistent with the General Plan 2035, and is approved. The City Manager, or his designee, is authorized to execute the Agreement on behalf of the City after the Ordinance is effective, as set forth below in Section 6.

2. Zoning Amendment: PD No. 2004-170. The amendment to Planned Development (PD) Zone No.2004- 70 (currently Parking Lot A) is approved. The PD Zone is located on a part of the Adjacent Property, with the remainder of the Adjacent Property zoned Airport. This PD amendment will allow for all uses allowed in the Airport Zone portion of Adjacent Property. All existing conditions of PD No. 170 though shall remain unchanged until this Development Agreement is effective and until construction begins for the Replacement Terminal Project as designated by the Authority in accordance with Section 5.5. of the Development Agreement.

3. Zoning Amendment: PD No. 2004-169. In the event Authority designates the Southwest Quadrant Full Size Option, then, the minor amendment to Planned Development Zone No. 2004-169 (A-1 North Property/RITC) is approved and the PD Zone site plan is modified to allow for a shuttle pick up/drop off and relocated recirculated loop road. No other condition for that zone is amended. This amendment shall only be effective if and when the Authority records a Memorandum of Southwest Quadrant Replacement Passenger Terminal Selection pursuant to the Modification to Easement. This minor amendment does not change the prior General Plan finding or the design criteria consistency finding, previously made by the Council in Ordinance No.3789.

4. Easement Modifications. The Modification To Amended And Restated Grant Of Easements, Declaration Of Use Restrictions And Agreement For Adjacent Property (Modification to Easement) between the Authority and the City and attached to the Development Agreement as Exhibit D is approved. The City Manager, or his designee, is authorized to execute this Modification to Easement on behalf of the City when this Ordinance is effective.

5. Severance. If any provision of this Ordinance or its application is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions, sections, or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end each phrase, section, sentence, or word is declared to be severable.

6.. Effective Date .This Ordinance shall become 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 (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 of this Ordinance shall be February 7, 2017. If there is such a lawsuit, then the effective date of this Ordinance 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: (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 this Ordinance No. _____ will never become effective and shall have no force or effect and shall be considered to be void ab initio.

PASSED AND ADOPTED this ___ day of _____, 2016.

Jess A. Talamantes
Mayor of the City of Burbank

Attest:

Approved as to Form
Office of the City Attorney

Zizette Mullins, CMC, City Clerk

By: _____
Amy Albano, City Attorney

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

I, Zizette Mullins, CMC, City Clerk of the City of Burbank, do hereby certify that the foregoing Ordinance No. _____ was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the ____ day of _____, 2016, by the following vote:

AYES:

NOES:

ABSENT:

Zizette Mullins, CMC, City Clerk

EXHIBIT G
CONDITIONS OF APPROVAL

(Attached.)

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 July 11, 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.
- 3a. Authority shall comply with the requirements dealing with signs as contained in BMC Title 10, Division 4, Article 10.
4. 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.
5. All landscaped areas shall be permanently maintained with healthy planting material, and whenever necessary shall be replanted with suitable vegetation.
6. 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.
7. 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)).

8. 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).
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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

- 17. 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.
- 18. 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

- 19. 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.

20. 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

21. 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

22. 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.
23. 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.

24. 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.
25. 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.
26. 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.
27. 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.
28. 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.

29. 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.
30. 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.
31. 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.
32. 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.
33. 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

34. 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
35. 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).

36. 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.
37. 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

38. 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.

39. 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.
40. 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

41. 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.
42. 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.
43. 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.

44. 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.
45. 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.
46. 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.
47. 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.

48. Intentionally Reserved.
49. 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.
50. 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 lighted pedestrian path at least 10 feet in width from the main airport terminal entrance at Empire Avenue to the airport terminal entrance.
51. 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.
52. 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:
 - 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.
53. 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.

54. Authority shall provide a safe and convenient zone in which employee vanpool and carpool vehicles may deliver or board their passengers.
55. 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.
56. Authority shall construct safe and convenient access from the external circulation system to bicycle parking facilities on-site.
- 56.1 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

57. 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.
58. The property shall comply with accessibility requirements as stated in California Building Code (CBC) Chapter 11.
59. 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.
60. 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.
61. 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.
62. 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.

63. 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.
64. 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.
65. The project shall comply with State's Model Water Efficient Landscape Ordinance (MWELo).

Fire Department

66. Authority shall comply with all conditions of NFPA 415, the approved American National Standard for Airport Terminal Buildings, Fueling Ramp Drainage and Loading Walkways.
67. 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.
68. Authority shall provide an automatic fire sprinkler system in accordance with the Burbank Municipal Code.
69. 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.
70. Authority shall provide a fire alarm system to notify all occupants of automatic fire sprinkler water flow.
71. Authority shall provide a Knox key box for fire department access.
72. Authority shall provide a Knox KS-2 key access switch for security gates.
73. 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 access way to the property.
74. 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.

75. 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.
76. Authority shall provide a fire alarm system.
77. 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.
78. Plans for fire apparatus access road shall be submitted to the fire department for review and approval prior to construction.
79. Plans and specifications for fire hydrant systems shall be submitted to the fire department for review and approval prior to construction.
80. 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.
81. 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.
82. 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.
83. All exits, fire department access and fire protection shall be maintained in accordance with the California Fire Code during construction.
84. 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.
85. 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.

86. 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.
87. The occupancy shall be approved and limited to the number of occupants noted on the plan submitted for review.
88. Provide and maintain an approved occupant load sign in a conspicuous location near the main exit from the room.
89. 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.
90. 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>
91. 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.

92. 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.
93. 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.
94. 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.
95. 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.
96. 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.
97. Every mid-rise building shall be provided with an approved combined standpipe system.
98. All stair shaft doors at each building level shall provide access to the building for fire department use.
99. 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.
100. 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.
101. 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.
102. 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.
103. 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.
104. 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.
105. 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.
106. 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.
107. 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.

108. 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.
109. 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

110. 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.
111. 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:

112. 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].
113. An address form must be processed [BMC 7-3-907].
114. Plans should include easements, elevations, right-of-way/property lines, dedication, location of existing/proposed utilities and any encroachments.
115. Building access doors, loading docks doors, and access gates may not swing open into the public or private right-of-way.
116. 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.

117. 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.
118. 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

119. 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.
120. 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].
121. 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.

122. Each lot must have its own connection to the mainline sewer, 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..
123. A maintenance hole 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.
124. Any connection to the sewer main line must be capped before a building demolition occurs.
125. No more than one lot may be connected to the City sewer main with a single sewer lateral connection.
126. An Industrial Waste Discharge Permit may be required [BMC 8-1-503 & BMC 8-1-502].
127. 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].
128. 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].
129. 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.
130. Food service establishments are required in install, operate and maintain an approved type and adequately sized remotely located and readily accessible grease interceptor
131. 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

132. 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.

133. 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.
134. 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.
135. 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.
136. 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.
137. 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.
138. 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

139. Parking space dimensions and drive aisles shall comply with the requirements of the BMC Section 10-1-1401.
140. 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].
141. A 24 foot turning radius shall be provided for access to driveways and right-angle parking stalls [BMC 10-1-1606].
142. 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].
143. 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.
144. 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.
145. 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].
146. 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)].
147. All exterior lighting shall be directed away from the view of drivers on public streets [BMC 10-1-1420].

148. 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.
149. 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.
150. Vertical clearance requires a minimum 7' over any parking space [BMC 10-1-1401].
151. 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].
152. 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].
153. On construction plans, Authority shall show existing street widths, parkway widths, power poles, guy wires, meters, vaults, pull boxes, trees, driveways, street lights, etc.
154. 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
155. 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].
156. 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

157. 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.
158. 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.
159. Provide refuse/recycle enclosure specifications (location, size, etc.) [BMC 10-1-628V, BMC 10-1-1113.1H].
160. 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.
161. 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].
162. 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.
163. 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

164. 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.
165. 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.
166. 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.
167. Water may be supplied temporarily from a fire hydrant. Contact BWP Water Engineering at (818) 238-3500 concerning fees, required permit and fittings.
168. 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.
169. A copy of these conditions shall be shown on the Authority's submittal of construction plans.
170. 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.
171. 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.
172. 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.
173. 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.

174. 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.
175. Water Main Replacement Fee (WMRF) shall be applied in accordance with BWP Rules and Regulations.
176. 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.
177. 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

178. 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.
179. A minimum 15' x 25' clear accessible easement will be required for the installation of each pad-mount switch.
 180. Existing conditions or the extent of development in the surrounding area will require a pad-mount transformer installation.
 181. New 4' x 6' primary pull-boxes and 8' x 14' Manholes will be required.
 182. Additional conduits may/will be required to provide for future needs.
 183. 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).
 184. The Authority's contractor will provide as-built drawings showing the exact location of underground substructure installed to serve the property.
 185. 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.
 186. 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.
 187. 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.
 188. 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.

189. 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).
190. 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.
191. 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.
192. 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.
193. 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.
194. 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.
195. 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.
196. 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.
197. A load schedule and secondary service schematic will be required to determine the extent of the electrical load requirements.

198. 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.
199. 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.
200. 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.
201. 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.
202. 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.
203. 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.
204. 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.
205. 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.

206. 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.
207. 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.
208. 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.
209. 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.
210. 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.
211. 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.

212. 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.
213. 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.
214. 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
 - g. S-794B 8' x 14' Manhole Details

Police Department

215. 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.
216. 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.

217. 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.
218. 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.
219. 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.
220. 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.
221. 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.
222. 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.

223. 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.
224. 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.
225. 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.
226. 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

227. 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.

228. 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).
229. 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.
230. Authority shall install and provide irrigation to street trees.
231. 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]
232. 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]
233. 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)]
234. 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)]

235. 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.
236. 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.
237. 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.
238. 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.
239. 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 3 (Ordinance No. 3788) 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: The PD Zone is located on a part of the Adjacent Property, with the remainder of the Adjacent Property zoned Airport. This PD amendment will allow for all uses allowed in the Airport Zone portion of Adjacent Property. All existing conditions of PD No. 170 though shall remain unchanged until this Development Agreement is effective and until construction begins for the Replacement Terminal Project as designated by the Authority in accordance with Section 5.5 of the Development Agreement.

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.

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| <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</p> <p>During construction</p> <p>After construction</p> | <p>Authority</p> | |
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| Agricultural and Forestry Resources | | | |
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| None. | | | |

| Air Quality | | | |
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| <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 standards. • The Airport would design the replacement passenger terminal | <p>During design During construction Post construction and operation of the replacement terminal</p> | <p>Authority</p> | |

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| <p>with solar-ready rooftops that are pre-wired for the installation of on-site solar photovoltaic (PV) or solar water heating (SWH) systems.</p> <ul style="list-style-type: none"> • 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 Authority shall provide incentives, such as discounted public transportation passes. • 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 | | | |
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| <p>would be installed with electric vehicle charging stations upon opening of the replacement passenger terminal.</p> <ul style="list-style-type: none"> • 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 particular 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 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>Project bid documents During construction</p> | <p>Authority Contractor</p> | |

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| <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 | | | |

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| <p>content of various coating categories.</p> <ul style="list-style-type: none"> • 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 | | | |

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| <p>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.</p> <ul style="list-style-type: none"> • 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 | | | |
| <p>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]</p> | | | |

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| <p>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]</p> | | | |
| <p>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]</p> | | | |
| Greenhouse Gas Emissions | | | |
| See Air Quality Project Design Features. | | | |
| Hazards and Hazardous Materials | | | |
| <p>PDF-HAZ-1 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</p> | During construction | Contractor | |

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| Rule 403 requirements (see also Section 3.4). | | | |
| <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 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 | <p>Project bid documents During construction Post construction</p> | <p>Authority Contractor</p> | |

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| <p>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> | <p>During construction</p> | <p>Contractor</p> | |
| <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> | <p>During design</p> | <p>Authority</p> | |
| <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> | | | |

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| <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</p> | | | |

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| <p>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> | | | |

| Hydrology and Water Quality | | | |
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| <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</p> | <p>During design</p> | <p>Authority</p> | |

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| <p>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 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</p> | | | |
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| <p>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 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</p> | | | |
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| <p>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 basin 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 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</p> | | | |
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| <p>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 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</p> | <p>Prior to construction</p> | <p>Authority</p> | |

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| <p>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 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.</p> | | | |
| <p>PDF-HYDRO-3: Water Quality Regulatory Compliance (EIR p. 3.10-42)</p> <p>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</p> | | | |

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| considered protective of water quality and which prevent a substantial degradation of water quality. | | | |
| Land Use and Planning | | | |
| None. | | | |
| Mineral Resources | | | |
| None. | | | |
| Noise | | | |
| <p>PDF-NOISE-1</p> <p>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.</p> <p>Per the Burbank2035 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> | During construction | Authority | |

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| 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. | | | |
| 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 | | | |

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| demolition debris pursuant to Burbank Municipal Code Section 9-1-10-1010 et. seq. | | | |
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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.

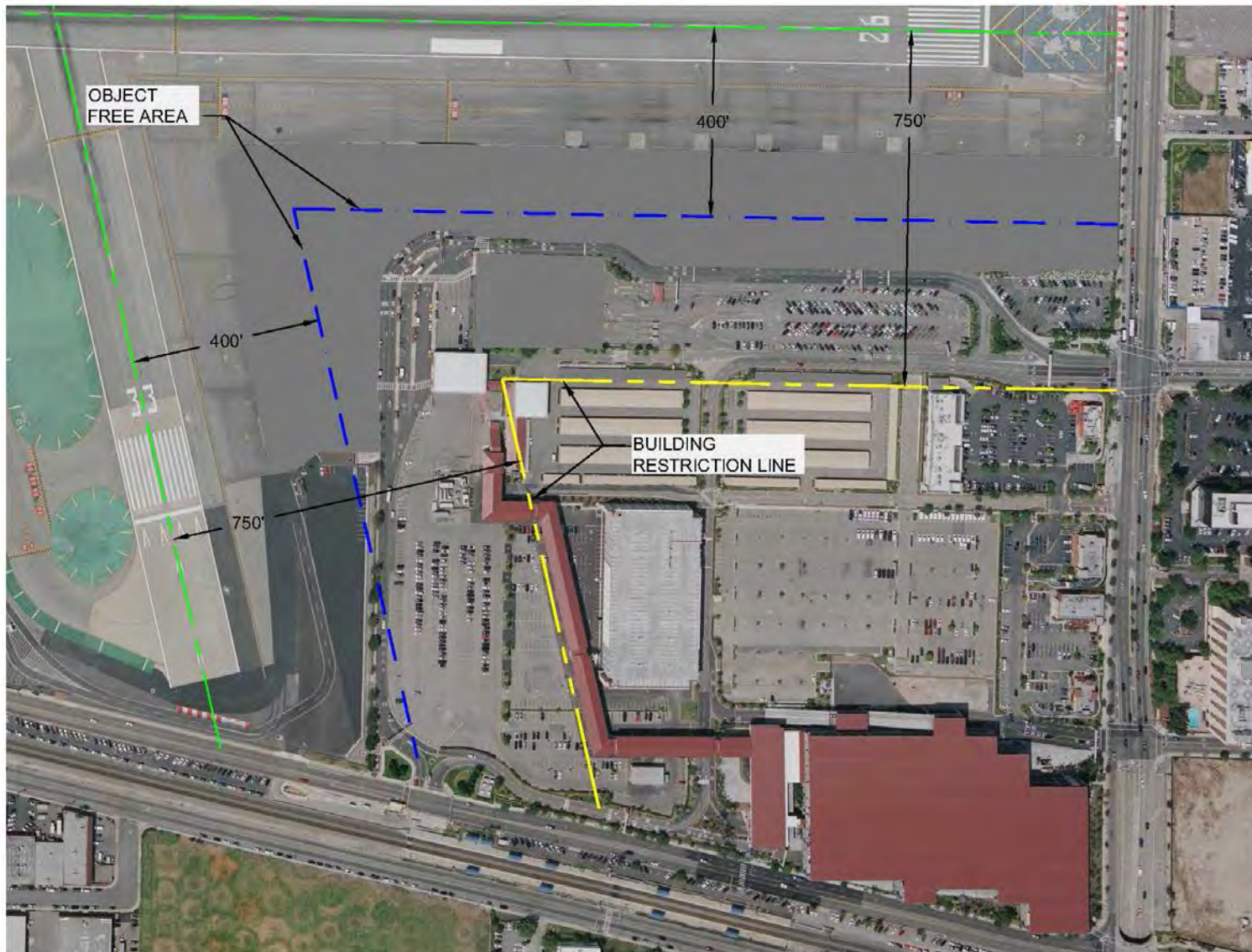
C. Notwithstanding paragraph (B) above, a Supermajority Vote is not required for the following decisions:

(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

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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.