

EXEMPT FROM RECORDER'S FEES  
Pursuant to Government Code §§ 6103 and  
27383

Recording requested by and when recorded  
return to:

City Clerk  
City of Glendale  
613 E. Broadway, Room 110  
Glendale, CA 91206

(SPACE ABOVE FOR RECORDER'S USE)

## **FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**CITY OF GLENDALE**

**AND**

**THE AMERICANA AT BRAND, LLC  
(ADVERTISING SIGNAGE OVERLAY ZONE)**

THIS AMENDMENT SHALL BE RECORDED WITHIN TEN DAYS  
OF EXECUTION BY ALL PARTIES HERETO PURSUANT TO  
THE REQUIREMENTS OF GOVERNMENT CODE §65868.5

## FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to the Advertising Signage Overlay Zone Development Agreement (this “**Amendment**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Glendale, a municipal corporation (the “**City**”) and The Americana at Brand, LLC, a California limited liability company (the “**Owner**”). City and Owner are herein collectively called the “**Parties**” or each individually a “**Party**.”

### **1. Recitals.**

- A. Owner is the owner of that certain real property in the City of Glendale, County of Los Angeles, and State of California more fully described in **Exhibit “A”** hereto (“**Owner’s Property**”) improved with buildings commonly known as The Americana at Brand (the “**Buildings**”). The Buildings are located within the City’s Advertising Signage Overlay Zone set forth on Glendale’s zoning map and established pursuant to the ASOZ (as defined in the Original Development Agreement).
- B. City is the owner of that certain real property in the City of Glendale, County of Los Angeles, and State of California more fully described in **Exhibit “B”** hereto (“**City Property**”) improved with various open space improvements.
- C. Owner and the City entered into that certain Development Agreement (Advertising Signage Overlay Zone) recorded as of March 6, 2020 as Instrument No. 20200268991 in the Official Records of Los Angeles County (the “**Original Development Agreement**”) in accordance with GMC Chapter 30.26.100, which requires each property owner/applicant enter into a statutory development agreement with the City prior to the issuance of permits or installation, whichever comes first, for ASOZ non-accessory signs and sign structures and animated signs and sign structures in compliance with the ASOZ regulations. All capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Original Development Agreement.
- D. Owner desires to install New Permitted Sign(s) (as defined in Section 1 herein below) which were not previously addressed in the Original Development Agreement. Owner is currently generating, on average, annual gross revenue in the amount of [\$\_\_\_\_\_] (the “**Annual Baseline Revenue**”) from signs currently located where New Permitted Signs will be located. As a result, the Parties have agreed that the fee generated from such New Permitted Signs shall be based on a percentage of the Gross Revenue generated from such signs less the amount of Annual Baseline Revenue, which amount shall be adjusted on an annual basis for inflation as more specifically described in this Amendment. In connection therewith, Owner has requested the City enter into this Amendment to the Original Development Agreement in accordance with GMC Chapter 30.26.100.
- E. Significant public benefits will be provided by Owner to the entire community by promoting the purposes of the ASOZ which include, among other purposes, promoting economic development, ensuring an attractive business environment, highlighting the City’s retail and entertainment core in large-scape multi-tenant developments, creating a lively and visually exciting environment, protecting street views and vistas, protecting residents from glare and excessive illumination, and providing clear development standards. The construction, installation and maintenance of the New Permitted Sign(s), will be consistent with and will further these purposes and will generate revenues for the City and thereby further promote the health, safety and general welfare of the City and its residents.

- F. As a result, the City and Owner desire to amend the Original Development Agreement to incorporate all relevant terms and provisions applicable to the New Permitted Sign(s) as set forth herein. For purposes herein and in the Original Development Agreement, the term “Agreement” shall hereinafter refer to the Original Development Agreement as amended by this Amendment.

In exchange for these and other benefits to the City, Owner will receive the assurance that Owner may erect and operate the New Permitted Sign(s) during the applicable Term of the Agreement, subject to the terms and conditions herein contained. City has undertaken the necessary proceedings, has found and determined that this Amendment is consistent with the City’s General Plan, Downtown Specific Plan, Town Center Specific Plan (“**TCSP**”), ASOZ, Zoning Code and the Permitted Sign Approvals, and has adopted Ordinance No. \_\_\_\_\_, approving this Amendment. This Amendment does not supersede, nullify or amend any condition imposed in the New Permitted Sign Approvals. The terms and conditions of this Amendment have been found by the City to be fair, just and reasonable, and prompted by the unique planning considerations presented by adding interior-facing animated signage to Owner’s Property and the extraordinary benefits which will accrue to the City thereby.

**NOW, THEREFORE**, in consideration of the above recitals, the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

2. **New Definitions.**

- A. **“2022 Application”** means the application submitted by Owner to the City for the New Permitted Sign Approvals.
- B. **“2022 Approval Ordinance”** means Ordinance No. [REDACTED], adopted by the City Council of the City of Glendale on [REDACTED], 2022, approving this Agreement.
- C. **“Amendment Effective Date”** means the date upon which this Amendment is recorded in the Official Records of Los Angeles County.
- D. **“Current Baseline Revenue”** means the amount calculated by multiplying the Annual Baseline Revenue by a fraction, the numerator of which is the Index last published prior to the most recent anniversary of the Amendment Effective Date, and the denominator of which is the Index last published prior to the Amendment Effective Date.
- E. **“Incremental Revenue”** means, for any PBA Year, the amount which is (i) the Gross Revenue generated from the New Permitted Sign(s) for such PBA Year, minus (ii) the Current Baseline Revenue (which amount shall be prorated on a day for day basis for any PBA Year that is less than 365 days).
- F. **“Index”** means the Consumer Price Index for all Urban Consumers for the Los Angeles-Long Beach-Glendale Region, published by the United States Department of Labor, Bureau of Labor Statistics. If the base year of the Index is changed, then the calculation hereunder shall be made utilizing the appropriate conversion factor published by the Bureau of Labor Statistics (or successor agency) to reflect the base year of the Index herein specified. If no such conversion factor is published, then the Parties shall, if possible, make the necessary calculation to achieve such conversion. If such calculation is not possible, or if publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, the term “Index” shall mean

comparable statistics on the cost of living as computed by an agency of the United States government performing a function similar to the Bureau of Labor Statistics, or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been obtained using the Index.

- G. **“New Permitted Sign Approvals”** means the discretionary actions and approvals granted by the City with respect to the 2022 Application for the New Permitted Sign(s) granted on [REDACTED], 2022 and any modifications thereof.
- H. **“New Permitted Sign(s)”** means “Sign” or “Signs” (as defined herein) constructed and/or operated, pursuant to the New Permitted Sign Approvals, as non-accessory Signs and Sign Structures and animated Signs and Sign Structures, within the ASOZ which pursuant to GMC section 30.26.100 are subject to the Agreement, as amended by this Amendment. The location of the New Permitted Sign(s) as of the Amendment Effective Date are depicted on **Exhibit “C”** attached hereto.
- I. **“Original Permitted Sign Approvals”** means the discretionary actions and approvals granted by the City with respect to the Application for the Original Permitted Sign(s) granted on July 30, 2013 and any modifications thereof.
- J. **“Original Permitted Sign(s)”** means “Sign” or “Signs” (as defined herein) constructed and/or operated, pursuant to the Original Permitted Sign Approvals, as non-accessory Signs and Sign Structures and animated Signs and Sign Structures, within the ASOZ which pursuant to GMC section 30.26.100 are subject to this Agreement and were the only Sign(s) addressed by the Original Development Agreement. The location of the Original Permitted Sign(s) as of the Effective Date are depicted on **Exhibit “D”** attached to the Original Development Agreement.

### **3. Amendments to the Original Development Agreement.**

- 3.1 **Amended Definitions.** The following definitions set forth in Section 1 of the Original Development Agreement are hereby deleted in their entirety and are amended and restated as follows:
  - 3.1.1 **“Percentage Rate”** means (a) with respect to the Original Permitted Sign(s), the twelve percent (12%) of the Gross Revenue applicable to the Original Permitted Sign(s) payable annually to the City during the Amortization Period, and the fifteen percent (15%) of Gross Revenue, thereafter payable annually by Owner to the City through the end of the Term, and (b) with respect to the New Permitted Sign(s), the twelve percent (12%) of the Incremental Revenue, payable annually to the City during the Amortization Period, and the fifteen percent (15%) of the Incremental Revenue, thereafter payable annually to the City through the end of the Term.
  - 3.1.2 **“Permitted Sign(s)”** means, collectively, the Original Permitted Sign(s) and the New Permitted Sign(s). Permitted Sign(s) shall not include any other signage approved by City for installation on the Property that is not constructed and/or operated as a Permitted Sign by the Agreement such as existing signage on the Owner’s Property that has not been converted to non-accessory Signs and/or animated Signs pursuant to Permitted Sign Approvals). Before any existing signage on the Owner’s Property is converted to a Permitted Sign, Owner must provide written notice of such

conversion to City, regardless of whether such conversion requires a sign, building or other permit from City.

3.1.3 **“Permitted Sign Approvals”** means, collectively, the Original Permitted Sign Approvals and the New Permitted Sign Approvals

3.1.4 **“Term”** means twenty (20) years from the Amendment Effective Date. The Term may be terminated early or extended as further provided in this Agreement.

### 3.2 **Public Benefit Agreement (PBA) Fee.**

3.2.1 The first sentence of Section 6.1 of the Original Development Agreement is hereby deleted in its entirety and is amended and restated as follows:

“Within thirty (30) days after the end of each PBA Year, Owner shall deliver to City (i) an itemized report of all Gross Revenue and Incremental Revenue received by Owner during the applicable PBA Year for the Permitted Sign(s) (the **“Revenue Report”**), which Revenue Report shall specify the Gross Revenue generated from the Original Permitted Sign(s) and the Gross Revenue generated from the New Permitted Sign(s), and (ii) Owner’s computation of the PBA Fee for the applicable PBA Year.”

3.2.2 Section 6.2 of the Original Agreement is hereby deleted in its entirety and is amended and restated as follows:

**“6.2 Calculation.** The PBA Fee for each PBA Year shall be calculated by adding (a) the amount derived by multiplying (i) the applicable Percentage Rate for the Original Permitted Sign(s) for the PBA Year by (ii) the total Gross Revenue derived from the Original Permitted Sign(s) for the same PBA Year, to (b) the amount derived by multiplying (x) the applicable Percentage Rate for the New Permitted Sign(s) for the PBA Year by (ii) the total Incremental Revenue derived from the New Permitted Sign(s) for the same PBA Year.”

3.3 **Term of Agreement.** The first sentence of Section 21 of the Original Development Agreement is hereby deleted in its entirety and is amended and restated as follows:

“The Agreement shall become operative on the Effective Date and be effective for 20 years following the Amendment Effective Date.”

4. **Statement of Benefits and Consideration.** The parties hereto have determined that this Amendment to the Original Development Agreement is appropriate for the construction and operation of the Newly Permitted Sign(s) due to the substantial benefits to be derived therefrom. The purpose of the ASOZ includes, among other purposes, promoting economic development, ensuring an attractive business environment, highlighting the City’s retail and entertainment core in large-scale multi-tenant developments, creating a lively and visually exciting environment, protecting street views and vistas, protecting residents from glare and excessive illumination, and providing clear development standards. The construction, installation and maintenance of the New Permitted Sign(s)

will be consistent with and will further these purposes and will generate revenues for the City and thereby further promote the health, safety and general welfare of the City and its residents. In exchange for these and other benefits to the City, Owner will receive the assurance that Owner may erect and operate the Permitted Sign(s) (including the New Permitted Sign(s)) during the applicable Term of the Agreement, subject to the terms and conditions herein contained. City has undertaken the necessary proceedings to consider and approve this Amendment, and has found and determined that this Amendment is consistent with the City's General Plan, the Downtown Specific Plan, the TCSP, Zoning Code and the Permitted Sign Approvals, and has adopted the 2022 Approval Ordinance. This Amendment does not supersede, nullify or amend any condition imposed in the Permitted Sign Approvals.

5. **Effect of this Amendment.** Except as expressly modified in this Amendment, the Agreement shall continue in full force and effect according to its terms, and the Parties hereby ratify and affirm the respective rights and obligations under the Original Development Agreement. In the event of any conflict between this Amendment on the one hand, and the Original Development Agreement on the other hand, the provisions of this Amendment shall govern.
6. **Entire Agreement.** The Agreement (as modified by this Amendment) and the Exhibits attached hereto represent the complete understanding and agreement between the Parties with respect to the subject matter hereof. The Agreement may not be changed orally, and may be changed only by a written amendment signed by the Parties. The Agreement will be binding upon and inure to the successors and permitted assigns of the Parties.
7. **Exhibits.** All Exhibits attached hereto are a part of, and incorporated in, the Agreement.
8. **Counterparts.** This Amendment may be executed in counterparts each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Party by facsimile transmission or other electronic means and that delivery will constitute delivery of an executed copy of this Agreement to the other Party. The Parties consent to the use of electronic signatures for this Agreement under the Uniform Electronic Transactions Act, if applicable and U.S. E-SIGN Act, whichever applies.
9. **Binding Effect.** This Amendment and all of the terms and conditions of this Amendment shall, to the extent permitted by law, constitute covenants which shall run with the land comprising the Project Site for the benefit thereof, and the benefits and burdens of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective assigns, heirs, or other successors in interest.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the City and Owner have signed this Amendment as of the dates set forth opposite their signatures below.

“CITY”  
CITY OF GLENDALE

\_\_\_\_\_  
Roubik Golanian,  
City Manager

Date: \_\_\_\_\_

Approved as to Form and Content:  
MICHAEL J. GARCIA, CITY ATTORNEY

By: \_\_\_\_\_  
Gillian van Muyden,  
Chief Assistant City Attorney

Date: \_\_\_\_\_

“OWNER”

The Americana at Brand, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **EXHIBIT "A"**

### **OWNER PROPERTY**

#### Parcel A

##### Parcel 1:

Lots 11, 15 and 19 of Tract No. 68602, in the City of Glendale, County of Los Angeles, State of California, as per Map filed in Book 1350, Pages 45 to 63, inclusive, of Maps and Certificate of Correction thereof recorded June 23, 2010 as Instrument No. 20100862065, of Official Records and by Certificate of Correction recorded September 19, 2011 as Instrument No. 20111268333 of Official Records, in the Office of the County Recorder of said County.

Excepting all oil, gas and mineral substances, together with the right to explore for and extract such substances, provided that the surface opening of any well, hole, shaft, or other means of exploring for, reaching or extracting such substances shall not be located within the Town Center Redevelopment Project and shall not penetrate any part or portion of said project area within 500 feet of the surface thereof by various Instruments of Record.

##### Parcel 2:

Parcel B as shown and designated on that certain Certificate of Compliance Case No. PLLA 2011-07, recorded February 2, 2012 as Instrument No. 20120192750 of Official Records, in the City of Glendale, County of Los Angeles, State of California and as more particularly described as follows:

That portion of Lot 17 of Tract No. 68602, in the City of Glendale, County of Los Angeles, State of California, as per map filed in Book 1350, Pages 45 through 63, inclusive, of Maps and Certificate of Correction thereof recorded June 23, 2010 as Instrument No. 20100862065, of Official Records and by Certificate of Correction recorded September 19, 2011 as Instrument No. 20111268333 of Official Records, in the Office of the County Recorder of said County lying Northerly of the following described line:

Beginning at a point on the West line of said Lot 17, said point distant North 00° 00' 00" East 1.85 feet from the Southwest corner of said Lot; thence Easterly, North 89° 28' 05" East 146.33 feet to the East line of said Lot 17.

Excepting all oil, gas and mineral substances, together with the right to explore for and extract such substances, provided that the surface opening of any well, hole, shaft, or other means of exploring for, reaching or extracting such substances shall not be located within the Town Center Redevelopment Project and shall not penetrate any part or portion of said project area within 500 feet of the surface thereof by various Instruments of Record.

##### Parcel 3:

Lot 12 of Tract No. 68602, in the City of Glendale, County of Los Angeles, State of California, as per Map filed in Book 1350, Pages 45 to 63 inclusive, of Map and Certificate of Correction thereof recorded June 23, 2010 as Instrument No. 20100862065, of Official Records and by Certificate of Correction recorded September 19, 2011 as Instrument No. 20111268333 of Official Records, in the Office of the County Recorder of said County.

Except therefrom that portion of said Lot 12 lying within Parcel A-1; Parcel B-1; Parcel A-2; Parcel B-2; Parcel A-3; Parcel B-3; Parcel A-4; and Parcel B-4, all as shown and designated on



that certain Lot Line Adjustment Case No. PLLA 1310462, recorded June 24, 2013 as Instrument No. 20130930653 of Official Records, in the City of Glendale, County of Los Angeles, State of California.

Also except all oil, gas and mineral substances, together with the right to explore for and extract such substances, provided that the surface opening of any well, hole, shaft, or other means of exploring for, reaching or extracting such substances shall not be located within the Town Center Redevelopment Project and shall not penetrate any part or portion of said project area within 500 feet of the surface thereof by various Instruments of Record.

Parcel 4:

Parcel A-1 as shown and designated on that certain Lot Line Adjustment Case No. PLLA 1310462, recorded June 24, 2013 as Instrument No. 20130930653 of Official Records, in the City of Glendale, County of Los Angeles, State of California, and as more particularly described as follows:

That portion of Lots 12 and 13 of Tract No. 68602 having an upper elevation of 541.00 feet and a lower elevation of 519.00 feet at Ground Level, in the City of Glendale, County of Los Angeles, State of California, as per Map filed in Book 1350, Pages 45 through 63, inclusive, of Maps, in the Office of the County Recorder of said County and the Certificate of Correction thereof recorded June 23, 2010 as Instrument No. 20100862065 of Official Records of said County and the Certificate of Correction recorded September 19, 2011 as Instrument No. 20111268333 of said Official Records.

Except therefrom that portion lying within the following described horizontal limits:

Beginning at a point on the Northerly line of said Lot 12 distant thereon South 89° 27' 36" West 78.69 feet from the Easterly terminus of the North line shown on said Tract as having a bearing and distance of South 89° 27' 36" West 260.52 feet; thence South 0° 32' 24" East 87.30 feet; thence South 89° 27' 36" West 10.64 feet; thence South 0° 32' 24" East 3.68 feet; thence South 89° 27' 36" West 16.29 feet; thence North 0° 32' 24" West 40.06 feet; thence North 89° 27' 36" East 18.43 feet; thence North 0° 32' 24" West 50.91 feet to the North line of said Lot 12; thence Easterly along said line, North 89° 27' 36" East 8.50 feet to the point of beginning.

Also except all oil, gas and mineral substances, together with the right to explore for and extract such substances, provided that the surface opening of any well, hole, shaft, or other means of exploring for, reaching or extracting such substances shall not be located within the Town Center Redevelopment Project and shall not penetrate any part or portion of said project area within 500 feet of the surface thereof by various Instruments of Record.

Parcel 5:

Parcel A-2 as shown and designated on that certain Lot Line Adjustment Case No. PLLA 1310462, recorded June 24, 2013 as Instrument No. 20130930653 of Official Records, in the City of Glendale, County of Los Angeles, State of California and as more particularly described as follows:

That portion of Lots 12 and 13 of Tract No. 68602 having an upper elevation of 554.00 feet and a lower elevation of 541.00 feet at Second Level, in the City of Glendale, County of Los Angeles, State of California, as per Map filed in Book 1350, Pages 45 through 63, inclusive, of Maps, in the Office of the County Recorder of said County and the Certificate of Correction thereof recorded June 23, 2010 as Instrument No. 20100862065 of Official Records of said

County and the Certificate of Correction recorded September 19, 2011 as Instrument No. 20111268333 of said Official Records.

Except therefrom that portion lying within the following described horizontal limits:

Beginning at a point on the Westerly line of said Lot 13 being the Northerly terminus of a line shown on said Tract as having a bearing and distance of North 0° 32' 24" West 21.83 feet; thence along the Westerly, Northerly and Easterly lines of said Lot 13 the following eleven courses:

North 89° 27' 36" East 13.08 feet; thence

North 0° 32' 24" West 5.67 feet; thence

North 89° 27' 36" East 38.33 feet; thence

North 0° 32' 24" West 5.00 feet; thence

North 89° 27' 35" East 18.50 feet; thence

North 0° 32' 24" West 67.50 feet; thence

North 89° 27' 36" East 167.71 feet; thence

North 44° 27' 36" East 4.24 feet; thence

North 89° 27' 36" East 14.08 feet; thence

South 45° 32' 24" East 22.17 feet; thence

South 0° 05' 19" West 168.67 feet to the Southerly line of said Lot 13; thence

along said Southerly line and its Westerly prolongation, South 89° 27' 36" West 314.57 feet; thence South 0° 32' 24" East 10.83 feet; thence South 89° 27' 59" West 37.16 feet; thence North 22° 36' 44" West 54.05 feet; thence North 67° 24' 26" East 5.64 feet; thence North 22° 32' 35" West 24.66 feet; thence North 67° 40' 30" East 52.51 feet; thence South 22° 03' 03" East 3.68 feet; thence North 89° 58' 08" East 12.84 feet; thence North 0° 27' 02" West 5.24 feet; thence North 89° 42' 07" East 16.98 feet; thence South 0° 20' 54" East 7.84 feet; thence South 89° 40' 28" West 11.58 feet; thence South 0° 13' 47" East 17.32 feet; thence South 22° 31' 10" East 7.47 feet; thence North 67° 19' 04" East 2.83 feet; thence South 22° 13' 08" East 18.56 feet; thence North 89° 45' 00" East 10.78 feet; thence North 0° 16' 31" West 1.87 feet; thence North 89° 22' 31" East 11.19 feet; thence North 0° 15' 19" West 5.61 feet; thence North 89° 37' 48" East 9.35 feet; thence North 0° 12' 47" West 4.69 feet; thence North 89° 47' 13" East 19.51 feet; thence North 0° 21' 35" West 10.06 feet; thence South 89° 29' 30" West 29.44 feet; thence North 0° 30' 30" West 20.50 feet; thence North 89° 29' 30" East 5.52 feet to a line which bears North 0° 32' 24" West and passes through the Point of Beginning; thence Northerly along said line, North 0° 32' 24" West 23.46 feet to the Point of Beginning.

Also except all oil, gas and mineral substances, together with the right to explore for and extract such substances, provided that the surface opening of any well, hole, shaft, or other means of exploring for, reaching or extracting such substances shall not be located within the Town Center Redevelopment Project and shall not penetrate any part or portion of said project area within 500 feet of the surface thereof by various Instruments of Record.

Parcel 6:

Parcel A-3 as shown and designated on that certain Lot Line Adjustment Case No. PLLA 1310462, recorded June 24, 2013 as Instrument No. 20130930653 of Official Records, in the City of Glendale, County of Los Angeles, State of California, and as more particularly described as follows:

That portion of Lot 12 of Tract No. 68602 having an upper elevation of 578.25 feet and a lower elevation of 554.00 feet at Third and Fourth Levels, in the City of Glendale, County of Los Angeles, State of California, as per Map filed in Book 1350, Pages 45 through 63, inclusive, of Maps, in the Office of the County Recorder of said County and the Certificate of Correction thereof recorded June 23, 2010 as Instrument No. 20100862065, of Official Records of said County and the Certificate of Correction recorded September 19, 2011 as Instrument No. 20111268333 of said Official Records.

Except therefrom that portion lying within the following described horizontal limits:

Beginning at a point on the Westerly line of said Lot 13 being the Southerly terminus of a line shown on said Tract as having a bearing and distance of South 22° 32' 35" West 101.84 feet; thence along the Southwesterly lines of said Lot 13 the following twelve courses:

North 67° 27' 26" East 17 .17 feet; thence

South 22° 32' 39" East 6.55 feet; thence

North 67° 27' 15" East 35.42 feet; thence

South 22° 32' 34" East 10.83 feet; thence

North 67° 27' 24" East 50.96 feet; thence

North 89° 27' 36" East 18.91 feet; thence

North 0° 32' 24" West 17.50 feet; thence

North 89° 27' 36" East 24.16 feet; thence

South 0° 39' 41" East 42.03 feet to a curve, concave Northwesterly and having a radius of 15.17 feet; thence Southerly and Westerly along said curve, 23.82 feet through a central angle of 90° 00' 00"; thence South 89° 22' 28" West 9.59 feet; thence South 0° 32' 24" East 22.46 feet to the Southerly line of said Lot 13; thence leaving said Southerly line, South 89° 27' 36" West 69.44 feet; thence South 0° 32' 24" East 10.83 feet; thence South 89° 27' 36" West 37.22 feet; thence North 22° 32' 35" West 54.02 feet; thence North 67° 27' 25" East 5.64 feet to the Westerly line of said Lot 13; thence Southeasterly along said line, South 22° 32' 35" East 2.03 feet to the Point of Beginning.

Also except all oil, gas and mineral substances, together with the right to explore for and extract such substances, provided that the surface opening of any well, hole, shaft, or other means of exploring for, reaching or extracting such substances shall not be located within the Town Center Redevelopment Project and shall not penetrate any part or portion of said project area within 500 feet of the surface thereof by various Instruments of Record.

Parcel 7:

Parcel A-4 as shown and designated on that certain Lot Line Adjustment Case No. PLLA 1310462, recorded June 24, 2013 as Instrument No. 20130930653 of Official Records, in the

City of Glendale, County of Los Angeles, State of California, and as more particularly described as follows:

That portion of Lot 12 of Tract No. 68602 having an upper elevation of 620.00 feet and a lower elevation of 578.25 feet at Fifth Level in the City of Glendale, County of Los Angeles, State of California, as per Map filed in Book 1350, Pages 45 through 63, inclusive, of Maps, in the Office of the County Recorder of said County and the Certificate of Correction thereof recorded June 23, 2010 as Instrument No. 20100862065, of Official Records of said County and the Certificate of Correction recorded September 19, 2011 as Instrument No. 20111268333 of said Official Records.

Except therefrom that portion lying within the following described horizontal limits:

Beginning at a point on the Westerly line of said Lot 13 being the Southerly terminus of a line shown on said Tract as having a bearing and distance of South 22° 32' 35" West 101 .84 feet; thence along the Southwesterly lines of said Lot 13 the following twelve courses:

North 67° 27' 26" East 17 .17 feet; thence

South 22° 32' 39" East 6.55 feet; thence

North 67° 27' 15" East 35.42 feet; thence

South 22° 32' 34" East 10.83 feet; thence

North 67° 27' 24" East 50.96 feet; thence

North 89° 27' 36" East 18.91 feet; thence

North 0° 32' 24" West 17.50 feet; thence

North 89° 27' 36" East 24.16 feet; thence

South 0° 39' 41" East 42.03 feet to a curve, concave Northwesterly and having a radius of 15.17 feet; thence Southerly and Westerly along said curve, 23.82 feet through a central angle of 90° 00' 00"; thence South 89° 22' 28" West 9.59 feet; thence South 0° 32' 24" East 22.46 feet to the Southerly line of said Lot 13; thence leaving said Southerly line, South 89° 27' 36" West 69.44 feet; thence South 0° 32' 24" East 10.83 feet; thence South 89° 27' 36" West 37.22 feet; thence North 22° 32' 35" West 54.02 feet; thence North 67° 27' 25" East 5.64 feet to the Westerly line of said Lot 13; thence Southeasterly along said Line, South 22° 32' 35" East 2.03 feet to the point of beginning.

Also except all oil, gas and mineral substances, together with the right to explore for and extract such substances, provided that the surface opening of any well, hole, shaft, or other means of exploring for, reaching or extracting such substances shall not be located within the Town Center Redevelopment Project and shall not penetrate any part or portion of said project area within 500 feet of the surface thereof by various Instruments of Record.

Parcel 8:

Lot 16 of Tract No. 68602, in the City of Glendale, County of Los Angeles, State of California, as per Map filed in Book 1350, Pages 45 to 63, inclusive, of Maps and Certificate of Correction thereof recorded June 23, 2010 as Instrument No. 20100862065, of Official Records and by Certificate of Correction recorded September 19, 2011 as Instrument No. 20111268333 of Official Records, in the Office of the County Recorder of said County.

Except therefrom that portion of said Lot 16 lying within Parcel A and Parcel B, both as shown and designated on that certain Lot Line Adjustment Case No. PLLA 1310372, recorded June 24,

2013 as Instrument No. 20130930654 of Official Records, in the City of Glendale, County of Los Angeles, State of California.

Also except all oil, gas and mineral substances, together with the right to explore for and extract such substances, provided that the surface opening of any well, hole, shaft, or other means of exploring for, reaching or extracting such substances shall not be located within the Town Center Redevelopment Project and shall not penetrate any part or portion of said Project Area within 500 feet of the surface thereof by various Instruments of Record.

Parcel 9:

Parcel A as shown and designated on that certain Lot Line Adjustment Case No. PLLA 1310372, recorded June 24, 2013 as Instrument No. 20130930654 of Official Records, in the City of Glendale, County of Los Angeles, State of California, and as more particularly described as follows:

That portion of Lot 16 of Tract No. 68602 having an upper elevation of 541.00 feet and a lower elevation of 519.00 feet at Ground Level, in the City of Glendale, County of Los Angeles, State of California, as per Map filed in Book 1350, Pages 45 through 63, inclusive, of Maps, in the Office of the County Recorder of said County and the Certificate of Correction thereof recorded June 23, 2010 as Instrument No. 20100862065, of Official Records of said County and the Certificate of Correction recorded September 19, 2011 as Instrument No. 20111268333 of said Official Records.

Except therefrom that portion of said Lot 16 lying within the following described horizontal limits: Beginning at the Northwest corner of Lot 18 of said Tract 68602; thence along the Northerly line of said Lot 18, North 89° 27' 36" East 19.39 feet to the Easterly line of said Lot 18; thence Southerly, Easterly and Southerly along said Easterly line the following three courses:

South 0° 32' 24" East 11.13 feet; thence

North 89° 27' 36" East 8.31 feet; thence

South 0° 32' 24" East 35.32 feet along said Line and Southerly prolongation; thence South 89° 35' 04" West 41.70 feet to the West line of said Lot 16; thence Northerly along said line, North 0° 05' 06" East 22.92 feet; thence North 89° 27' 36" East 13.75 feet to a line which bears North 0° 32' 24" West and passes through the Point of Beginning; thence Northerly along said line, North 0° 32' 24" West 23.43 feet to the Point of Beginning.

Also except all oil, gas and mineral substances, together with the right to explore for and extract such substances, provided that the surface opening of any well, hole, shaft, or other means of exploring for, reaching or extracting such substances shall not be located within the Town Center Redevelopment Project and shall not penetrate any part or portion of said Project Area within 500 feet of the surface thereof by various Instruments of Record.

Parcel B

Parcel 1:

Lot 1 of Tract No. 68602, in the City of Glendale, County of Los Angeles, State of California as per Map filed in Book 1350, Pages 45 through 63, inclusive, of Maps and Certificate of Correction thereof recorded June 23, 2010 as Instrument No. 20100862065, of Official Records and by Certificate of Correction recorded September 19, 2011 as Instrument No. 20111268333, of Official Records, in the Office of the County Recorder of said County.

Except therefrom that portion of said Lot 1 lying within Parcel A and Parcel D, both as shown and designated on that certain Lot Line Adjustment Case No. PLLA 1310377, recorded June 24, 2013 as Instrument No. 20130930651 of Official Records, in the City of Glendale, County of Los Angeles, State of California.

Also except all oil, gas and mineral substances, together with the right to explore for and extract such substances, provided that the surface opening of any well, hole, shaft, or other means of exploring for, reaching or extracting such substances shall not be located within the Town Center Redevelopment Project and shall not penetrate any part or portion of said project area within 500 feet of the surface thereof by various Instruments of Record.

Parcel 2:

Parcel A as shown and designated on that certain Lot Line Adjustment Case No. PLLA 1310377, recorded June 24, 2013 as Instrument No. 20130930651 of Official Records, in the City of Glendale, County of Los Angeles, State of California and as more particularly described as follows:

That portion of Lot 1 of Tract No. 68602 having an upper elevation of 541.00 feet and a lower elevation of 519.00 feet at Ground Level, in the City of Glendale, County of Los Angeles, State of California, as per Map filed in Book 1350, Pages 45 through 63, inclusive, of Maps, in the Office of the County Recorder of said County and Certificate of Correction thereof recorded June 23, 2010 as Instrument No. 20100862065, of Official Records of said County and the Certificate of Correction recorded September 19, 2011 as Instrument No. 20111268333 of said Official Records.

Except therefrom that portion of said Lot 1 lying within the following described horizontal limits: Beginning at a point on the Westerly line of said Lot 1 distant thereon South 0° 32' 24" East 9.55 feet from the Northerly terminus of a line shown on said Tract as having a bearing and distance of South 0° 32' 24" East 38.61 feet; thence South 0° 32' 24" East 29.07 feet; thence South 89° 27' 36" West 1.53 feet; thence South 0° 32' 24" East 23.83 feet; thence South 89° 27' 36" West 2.40 feet; thence South 0° 32' 24" East 1.15 feet; thence South 89° 27' 36" West 3.71 feet; thence North 0° 32' 24" West 4.81 feet; thence South 89° 27' 36" West 3.41 feet; thence North 0° 32' 24" West 20.17 feet; thence North 89° 27' 36" East 0.97 feet; thence North 0° 32' 24" West 29.07 feet to a line which bears South 89° 27' 36" West and passes through the Point of Beginning; thence Easterly along said line, North 89° 27' 36" East 10.09 feet to the Point of Beginning.

Also except all oil, gas and mineral substances, together with the right to explore for and extract such substances, provided that the surface opening of any well, hole, shaft, or other means of exploring for, reaching or extracting such substances shall not be located within the Town Center Redevelopment Project and shall not penetrate any part or portion of said project area within 500 feet of the surface thereof by various Instruments of Record.

Parcel 3:

Parcel B as shown and designated on that certain Lot Line Adjustment Case No. PLLA 1310377, recorded June 24, 2013 as Instrument No. 20130930651 of Official Records, in the City of Glendale, County of Los Angeles, State of California and a more particularly described as follows:

Lot 2 of Tract No. 68602 having an upper elevation of 541.00 feet and a lower elevation of 519.00 feet at Ground Level, in the City of Glendale, County of Los Angeles, State of California, as per Map filed in Book 1350, Pages 45 through 63, inclusive, of Maps, in the Office of the

County Recorder of said County and Certificate of Correction thereof recorded June 23, 2010 as Instrument No. 20100862065, of Official Records of said County and the Certificate of Correction recorded September 19, 2011 as Instrument No. 20111268333 of said Official Records.

Except therefrom that portion of said Lot 2 lying within the following described horizontal limits:

Beginning at the Northeast corner of said Lot 2; thence Southerly along the East line of said Lot 2,  
South 0° 05' 19" West 8.84 feet; thence South 89° 26' 21" West 28.85 feet; thence South 0° 33' 39" East 7.72 feet; thence South 89° 26' 21" West 17.77 feet; thence South 0° 33' 39" East 2.27 feet; thence South 89° 26' 21" West 5.42 feet; thence North 0° 33' 39" West 9.99 feet; thence North 89° 26' 21" East 13.63 feet; thence North 0° 33' 39" West 8.83 feet to the North line of said Lot 2; thence Easterly along said North line,  
North 89° 26' 21" East 38.50 feet to the Point of Beginning.

Also except all oil, gas and mineral substances, together with the right to explore for and extract such substances, provided that the surface opening of any well, hole, shaft, or other means of exploring for, reaching or extracting such substances shall not be located within the Town Center Redevelopment Project and shall not penetrate any part or portion of said project area within 500 feet of the surface thereof by various Instruments of Record.

Parcel 4:

Lot 4 of Tract No. 68602, in the City of Glendale, County of Los Angeles, State of California as per Map filed in Book 1350, Pages 45 through 63, inclusive, of Maps and Certificate of Correction thereof recorded June 23, 2010 as Instrument No. 20100862065, of Official Records and by Certificate of Correction recorded September 19, 2011 as Instrument No. 20111268333, of Official Records, in the Office of the County Recorder of said County.

Except therefrom that portion of said Lot 4 lying within Parcel C and Parcel D, both as shown and designated on that certain Lot Line Adjustment Case No. PLLA 1310377 recorded June 24, 2013 as Instrument No. 20130930651 of Official Records, in the City of Glendale, County of Los Angeles, State of California.

Also except all oil, gas and mineral substances, together with the right to explore for and extract such substances, provided that the surface opening of any well, hole, shaft, or other means of exploring for, reaching or extracting such substances shall not be located within the Town Center Redevelopment Project and shall not penetrate any part or portion of said project area within 500 feet of the surface thereof by various Instruments of Record.

Parcel 5:

Parcel A as shown and designated on that certain Lot Line Adjustment Case No. PLLA 1310374, recorded June 24, 2013 as Instrument No. 20130930652 of Official Records, in the City of Glendale, County of Los Angeles, State of California and as more particularly described as follows:

That portion of Lot 4 of Tract No. 68602 having an upper elevation of 541.00 feet and a lower elevation of 519.00 feet at Ground Level, in the City of Glendale, County of Los Angeles, State of California, as per Map filed in Book 1350, Pages 45 through 63, inclusive, of Maps, in the Office of the County Recorder of said County and the Certificate of Correction thereof recorded June 23, 2010 as Instrument No. 20100862065, of Official Records of said County and the

Certificate of Correction recorded September 19, 2011 as Instrument No. 20111268333 of said Official Records.

Except therefrom those portions of said Lot 4 having an upper elevation of 541.00 feet and a lower elevation of 519.00 feet at Ground Level lying within the following described horizontal limits:

Beginning at a point on the Westerly line of said Lot 1 distant thereon South 0° 32' 24" East 9.55 feet from the Northerly terminus of a line shown on said Tract as having a bearing and distance of South 0° 32' 24" East 38.61 feet; thence South 0° 32' 24" East 29.07 feet; thence South 89° 27' 36" West 1.53 feet; thence South 0° 32' 24" East 23.83 feet; thence South 89° 27' 36" West 2.40 feet; thence South 0° 32' 24" East 1.15 feet; thence South 89° 27' 36" West 3.71 feet; thence North 0° 32' 24" West 4.81 feet; thence South 89° 27' 36" West 3.41 feet; thence North 0° 32' 24" West 20.17 feet; thence North 89° 27' 36" East 0.97 feet; thence North 0° 32' 24" West 29.07 feet to a line which bears South 89° 27' 36" West and passes through the Point of Beginning; thence Easterly along said line, North 89° 27' 36" East 10.09 feet to the Point of Beginning.

Also except therefrom that portion of said Lot 4 having an upper elevation of 541.00 and a lower elevation of 519.00 feet at Ground Level lying within the following described horizontal limits: Beginning at the Northeast corner of Lot 5 of said Tract 68602; thence along the Easterly line of said Lot 5, South 0° 32' 24" East 10.15 feet; thence North 89° 27' 36" East 1.19 feet; thence South 0° 32' 24" East 29.18 feet; thence South 89° 27' 36" West 7.85 feet; thence South 0° 32' 24" East 31.68 feet to a point on the Southerly line of said Lot 4, said point lying on a curve, concave Southerly, having a radius of 66.00 feet and through which point a radial line bears North 5° 47' 31" East; thence Westerly along said curve, 11.78 feet through a central angle of 10° 13' 31"; thence North 0° 32' 24" West 72.54 feet; thence North 89° 27' 36" East 8.75 feet; thence South 0° 32' 24" East 1.78 feet to the Northwest corner of said Lot 5; thence along the North line of said Lot 5, North 89° 27' 36" East 9.67 feet to the point of beginning.

Also except all oil, gas and mineral substances, together with the right to explore for and extract such substances, provided that the surface opening of any well, hole, shaft, or other means of exploring for, reaching or extracting such substances shall not be located within the Town Center Redevelopment Project and shall not penetrate any part or portion of said project area within 500 feet of the surface thereof by various Instruments of Record.

[END OF LEGAL DESCRIPTION]



# EXHIBIT "B"

## CITY PROPERTY

Lot 14 of Tract No. 68602 in the City of Glendale, County of Los Angeles, State of California, as per map filed in Book 1350, Pages 45 to 63, inclusive, of Maps in the Office of the County Recorder of said County. APNs 5642-014-951 and 5642-014-952.

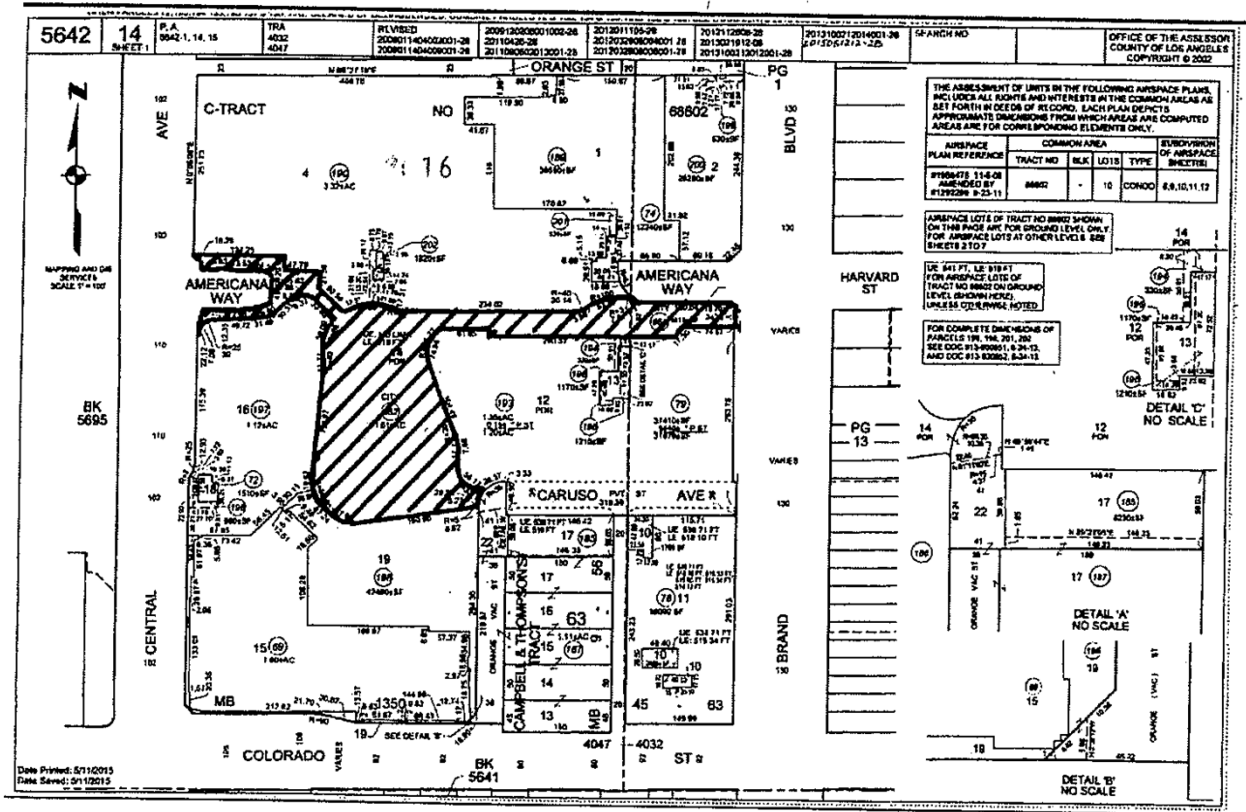
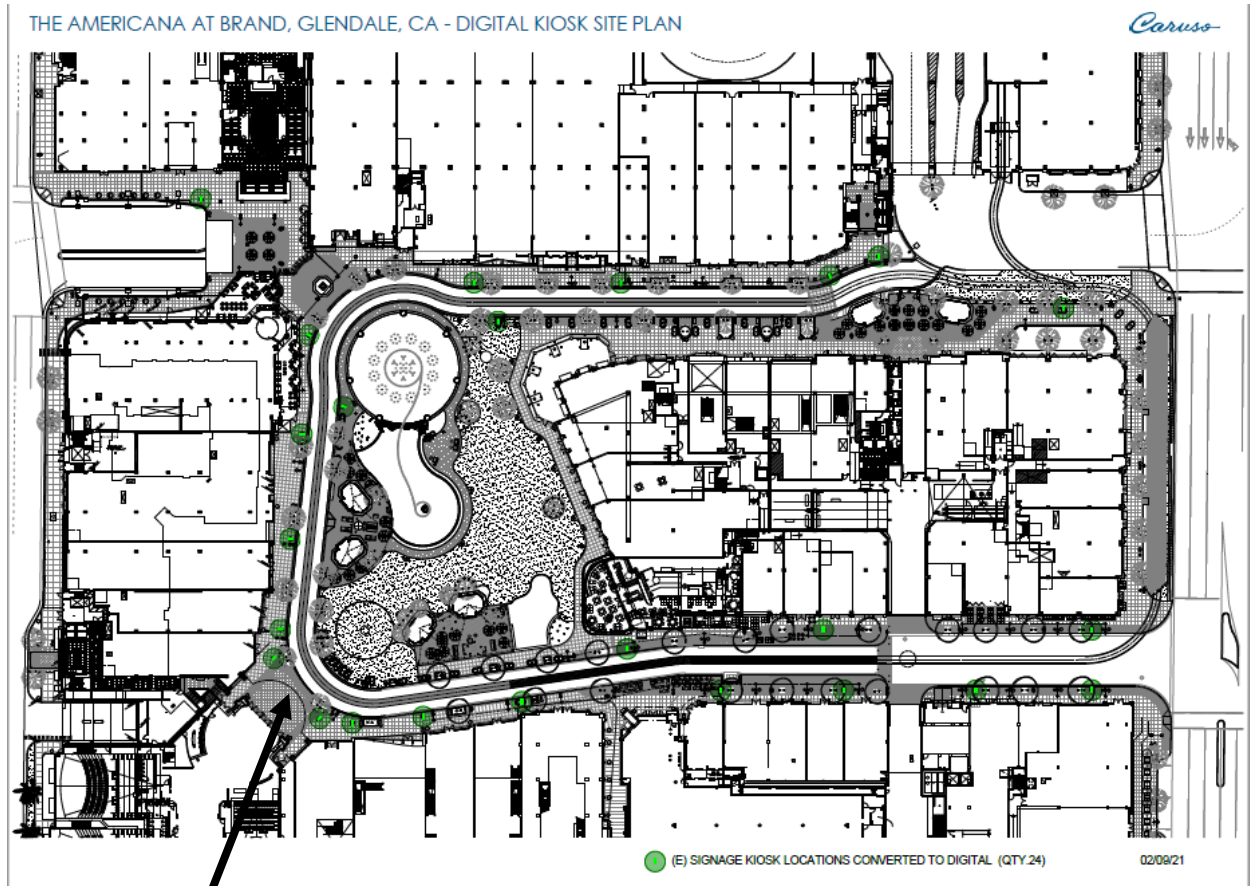
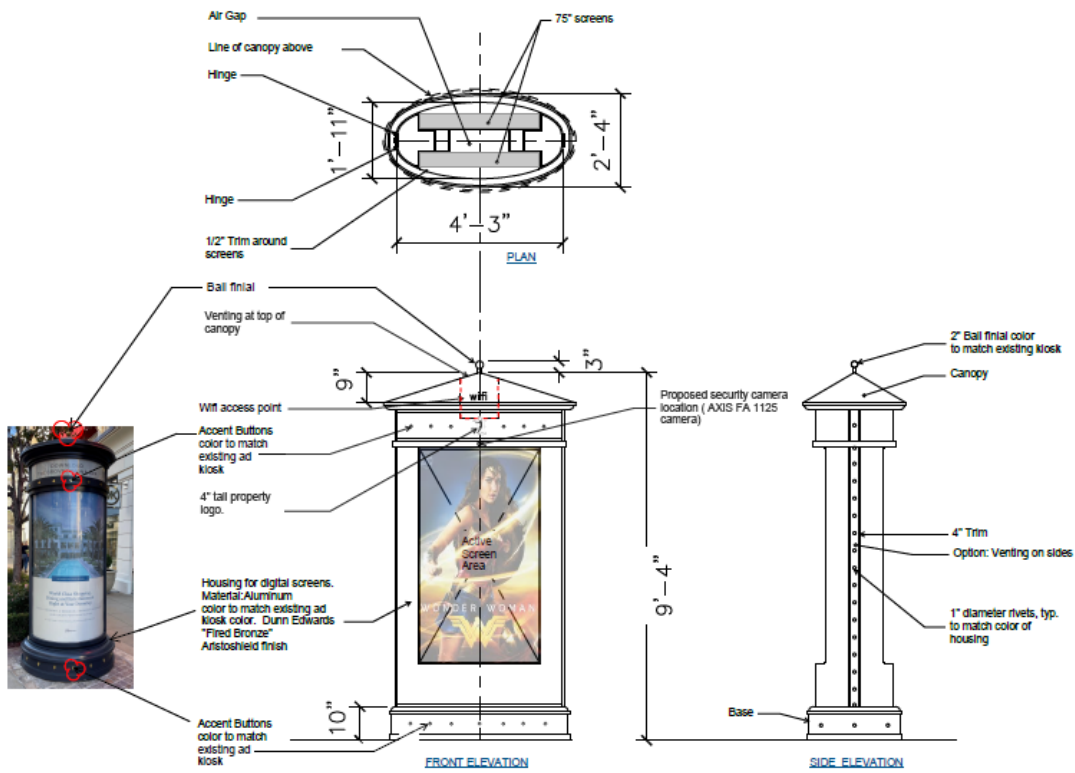


EXHIBIT "C"

NEW PERMITTED SIGN(S) SITE PLAN



Marquee Sign Here



Digital Kiosk 75" Screen Design Intent

Scale: 1/2" = 1'-0"

*Caruso*



Scale: NTS

Digital Kiosk 3D Model Views

*Caruso*

EXHIBIT B

