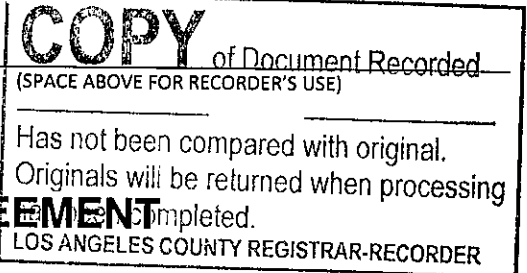


EXEMPT FROM RECORDER'S FEES  
Pursuant to Government Code §§ 6103 and  
27383

Recording requested by and when recorded  
return to:

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



## **DEVELOPMENT AGREEMENT**

BY AND BETWEEN

**CITY OF GLENDALE**

AND

**THE AMERICANA AT BRAND, LLC**

**(ADVERTISING SIGNAGE OVERLAY ZONE)**

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

## TABLE OF CONTENTS

	<u>Page</u>
1. Recitals .....	1
2. Definitions .....	2
3. General Terms and Conditions .....	4
4. Applicable Rules; Reserved Powers .....	5
5. Limitation on Application of Conflicting Requirements .....	6
6. Public Benefit Agreement (PBA) Fees .....	6
7. Gross Revenue .....	7
8. Audit .....	7
9. Approvals, Permits and Taxes .....	8
10. Installation and Maintenance .....	8
11. Removal/Abandonment/Amortization .....	9
12. Advertising .....	9
13. Illumination .....	9
14. Utilities .....	9
15. Entry by City .....	10
16. Acknowledgments, Agreements and Assurances on the Part of Owner .....	10
17. Acknowledgments, Agreements and Assurances on the Part of the City .....	10
18. Acknowledgements, Agreements, and Assurances on the Part of the Parties .....	10
19. Compliance; Default; Termination; Modifications and Amendments .....	11
20. Administration .....	13
21. Term of Agreement .....	13
22. Administration of Agreement and Resolution of Disputes .....	13
23. Injunctive Relief .....	14
24. No Personal Liability .....	14
25. Abatement, Relocation, or Termination Based on Changed Circumstances .....	14
26. Attorneys' Fees .....	15
27. Force Mejeure .....	15
28. Remedies Cumulative .....	16
29. Assignment .....	16
30. Disclosure of Interest .....	16
31. Miscellaneous .....	17
32. Interpretation of Certain Terms .....	17
33. Governing Law .....	18
34. Waiver .....	18
35. Severability .....	18
36. Entire Agreement .....	18
37. Time of Essence .....	18
38. Further Assurances .....	18
39. Exhibits .....	19
40. Counterparts .....	19
41. Binding Effect .....	19

### EXHIBITS

---

EXHIBIT A	OWNER PROPERTY
EXHIBIT B	CITY PROPERTY
EXHIBIT C	ASOZ GMC 30.26
EXHIBIT D	ASOZ SITE MAP

## DEVELOPMENT AGREEMENT

This Advertising Signage Overlay Zone Development Agreement ("**Agreement**") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020, 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**").
- 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 and subject to that certain Declaration of Reciprocal Covenants, Conditions and Restrictions and Easements for the Americana at Brand, dated as of November 20, 2006, recorded in the Official Records of Los Angeles County on December 1, 2006 as Instrument No. 20062669259 (the "**Original CC&Rs**"), as amended by (i) that certain First Amendment to the Original CC&Rs dated April 24, 2008 (recorded May 29, 2008 as Instrument No. 20080948854) (the "**First Amendment**"); (ii) that certain Second Amendment to the Original CC&Rs dated August 25, 2009 (recorded September 1, 2009 as Instrument No. 20091342395) (the "**Second Amendment**"), (iii) that certain Third Amendment to the Original CC&Rs dated as of March 21, 2013, by and between AAB and the Successor Agency (as defined below) (recorded March 22, 2013 as Instrument No. 20130436362) (the "**Third Amendment**"), and (iv) that certain Fourth Amendment to the Original CC&Rs dated as of December 23, 2015 (recorded on March 14, 2016 as instrument No. 20160275116) (the "**Fourth Amendment**" the Original CC&Rs, as amended by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment, the "**Open Space CC&Rs**"). The City and Owner represent that the Open Space CC&Rs have not been modified, amended, or terminated, and remain in full force and effect.
- C. The Buildings are located within the City's Advertising Signage Overlay Zone set forth on Glendale's zoning map and established pursuant to Glendale Municipal Code ("**GMC**") Chapter 30.26 as more fully described in **Exhibit "C"** attached hereto (the "**ASOZ**"). The ASOZs are intended to allow advertising signage in areas of the City that qualify for the overlay. These requirements include that the proposed ASOZ contain, among other things, a minimum of twenty contiguous acres, be devoted to intense retail uses that contain a minimum of one-million square feet of gross area, and that each applicant has operational controls of properties with a minimum of 400,000 square feet. Further, the ASOZ can be approved if, among other things, the advertising signage in the ASOZ contributes to the economic vitality of the geographic area, and that it will advance the purposes of the City's sign regulations.
- D. The City is authorized to enter into development agreements with persons having legal or equitable development interests in real property located within the City pursuant to Government Code section 65864 *et seq.*
- E. Owner has requested the City enter into a development agreement and proceedings have been undertaken in accordance with Glendale Municipal Code 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.

- F. 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-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 Permitted Signs (as defined in Section 1 herein below), 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 Signs during the Term of this Agreement, subject to the terms and conditions herein contained. City has undertaken the necessary proceedings, has found and determined that this Agreement 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. 5945, approving this Agreement. This Agreement does not supersede, nullify or amend any condition imposed in the Permitted Sign Approvals. The terms and conditions of this Agreement have been found by the City to be fair, just and reasonable, and prompted by the unique planning considerations presented by adding off-site signage and animated signage to the Buildings and Garages 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. **Definitions.**

- A. "**Amortization Period**" means that 5-year period for Wall Signs (as defined in Glendale Municipal Code "**GMC**" Chapter 30.33), and that 10-year period for Animated Signs (as defined in GMC Chapter 30.33) from the Commencement Date as defined herein.
- B. "**Applicable Rules**" means the Permitted Sign Approvals, ordinances, resolutions, rules, regulations, requirements and official policies of the City, including without limitation, the Downtown Specific Plan, the TCSP the ASOZ, the Zoning Ordinance, in force as of the Approval Date, governing, *inter alia*, development agreements, signage, and other land use issues.
- C. "**Application**" means the application submitted by Owner to the City for the Permitted Sign Approvals.
- D. "**Approval Date**" means the date the Permitted Sign Application was approved.
- E. "**Approval Ordinance**" means Ordinance No. 5945, adopted by the City Council of the City of Glendale on January 28, 2020, approving this Agreement.
- F. "**ASOZ**" has the meaning set forth in Recital C herein above.
- G. "**City**" means the City of Glendale, California, a municipal corporation.

- H. **"City Property"** has the meaning set forth in Recital B herein above.
- I. **"Commencement Date"** means the date that the first sign permit for an Permitted Sign is issued to Owner by the City or the first day that an existing sign is converted to a sign permitted pursuant to GMC 30.26.
- J. **"Development Agreement Act"** means California Government Code section 65864 *et seq.*
- K. **"Effective Date"** means the date upon which this Agreement is executed and recorded.
- L. **"Future Approvals"** means any action approved by the City which implements development of additional Permitted Signs or Sign Locations, including, without limitation, design review (if any), signage plan, variances and conditional use permits.
- M. **"Generic Filler Advertising"** or **"Filler Advertising"** means creative content placed on any Permitted Sign that does not generate Gross Revenue as defined herein in this Section 2, that includes, but is not limited to, marketing messages, sponsorship programs, and events that tie in with and relate to The Americana at Brand.
- N. **"Gross Revenue"** means all amounts actually generated on account of any Permitted Sign, including without limitation (a) any and all revenue that is attributable to any media placed or that is displayed upon any Permitted Sign during each PBA Year or any post-Term operation of any Sign, and (b) any and all commissions, fees and any other form or share of revenue or compensation which is paid, payable, credited or otherwise related to any media displayed on any Permitted Sign. Such credits explicitly include the value of any advertising allowance that is provided to a tenant as part of its rent or other payments. Gross Revenue shall exclude the cost of production or installation of media displayed upon any Permitted Sign.
- O. **"Maintain"** means to construct, install, paint, service, repair, alter, maintain, reconstruct, reinstall, enlarge, replace, upgrade or remove.
- P. **"Municipal Code"** means the Glendale Municipal Code.
- Q. **"Owner"** means The Americana at Brand, LLC or its successors and assigns pursuant to Section 29 herein.
- R. **"Owner Property"** means the parcels owned by Owner on which the Signs are located as shown on **Exhibit "A"**.
- S. **"Percentage Rate"** means the twelve percent (12%) of the Gross Revenues payable to the City during the Amortization Period, and the fifteen percent (15%) of Gross Revenues, thereafter payable annually by Owner to the City through the end of the Term.
- T. **"Permitted Sign"** means "Sign" or "Signs" (as defined herein) constructed and/or operated, pursuant to the 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. Permitted Signs 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 this 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). The location of the Permitted Signs as of the Effective Date is depicted on **Exhibit "D"** attached hereto. Before any as 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.

- U. **"Permitted Sign Approvals"** means the discretionary actions and approvals granted by the City with respect to the Application for the Permitted Sign(s) granted on July 30, 2013 and any modifications thereof.
- V. **"Project Site"** means the City Property and the Owner Property.
- W. **"Public Benefit Agreement Year" or "PBA Year"** means (a) for the first year of the Term, the period between the Commencement Date and the last day of the City's fiscal year (i.e., June 30); (b) for the succeeding years of the Term, the City's fiscal year (i.e. July 1 to June 30), and (c) for the final year of the Term, the period between the first day of the City's fiscal year (i.e., July 1) and the final day of the Term.
- X. **"Public Benefit Agreement (PBA) Fee" or "PBA Fee"** means the fee paid to the City based on the applicable Percentage Rate of the Gross Revenue pursuant to the terms of this Agreement.
- Y. **"Reserved Powers"** means the rights and authority excepted from any restrictions of this Agreement on the City's police powers and which are instead reserved to the City. The Reserved Powers include the power to enact and implement rules, regulations, ordinances and policies after the Effective Date that are not in conflict with the Applicable Rules or that may be in conflict with the Applicable Rules but are permitted by Section 4.2 of this Agreement.
- Z. **"Sign"** is generally defined by GMC section 30.33 (definitions), and for purposes of this Agreement is specifically defined by 30.26 pertaining to the ASOZ. Only ASOZ defined Signs (i.e. "Permitted Signs") are governed by the terms of this Agreement.
- AA. **"Sign Location"** means any location where a Permitted Sign or Sign Structure is located.
- BB. **"Sign Structure"** means a Permitted Sign plus its supporting infrastructure, including any mechanical and electrical works necessary for the support and operation of the Permitted Sign.
- CC. **"Term"** means 20 years from the Effective Date. The Term may be terminated early or extended as further provided in this Agreement.
- DD. Other terms not specifically defined in the Agreement shall have the same meaning as set forth in the Glendale Municipal Code.

### **3. General Terms and Conditions**

3.1 **Statement of Benefits and Consideration.** The parties hereto have determined that a development agreement is appropriate for the construction and operation of the Permitted Signs 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 Permitted Signs 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 Signs during the Term of this Agreement, subject to the terms and conditions herein contained. City has undertaken the necessary proceedings to consider and approve this Agreement, and has found and determined that this Agreement 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 Approval Ordinance. This Agreement does not supersede, nullify or amend any condition imposed in the Permitted Sign Approvals.

**3.2 Use.** Owner, at its sole cost and expense, shall at all times during the Term and during any holdover in use of any Sign Location beyond the Term, comply with (a) Glendale Municipal Code Chapter 30.26 and 30.33, and all applicable laws, codes, ordinances and regulations of federal, state, county and municipal authorities and any other governmental entity with jurisdiction (collectively, "**Applicable Law**"), (b) all permits, licenses and approvals issued by City or other governmental authorities relating to the Permitted Signs (regardless of what name the permits are issued in), (c) all applicable requirements of all insurance carriers who hold any risk with respect to the Property, and (d) outdoor advertising industry standards for best operating practices and safety to the extent such industry standards do not conflict with Applicable Law. Owner shall not use any Permitted Signs for any purpose in any manner that violates Applicable Law or this Agreement.

**3.3 Term; Options to Extend.** Unless earlier terminated as provided herein, this Agreement shall remain in force and effect for the Term. Subject to the terms and conditions set forth below, Owner shall have two (2) options ("**Options**") to extend the Term for five (5) years (each, an "**Option Period**"). Each Option Period shall commence on expiration of the original Term and any succeeding Option Period shall commence to run upon expiration of the then Option Period.

3.3.1 Owner shall exercise the Option only by written notice ("**Option Notice**") to City identifying the Option being exercised, provided that the Option may not be exercised any later than three (3) months nor earlier than twelve (12) months prior to the expiration of the Term or then Option Period, if any. If Owner fails to timely exercise the Option in the manner herein specified, then such Option and any unexercised Option shall immediately and automatically terminate and be of no further force or effect. Time is of the essence with respect to the exercise of the Option.

3.3.2 If at the time of the Option Notice, an Event of Default has occurred and has not been cured, then the Option Notice shall be of no force or effect unless and until the Event of Default has been cured

3.3.3 In the event Owner properly exercises the Option(s) then this Agreement shall continue for the applicable Option Term(s) without modification.

#### **4. Applicable Rules; Reserved Powers.**

The development standards and restrictions set forth in this Section shall govern the use and development of the Permitted Signs and Sign Locations and shall constitute the Applicable Rules, except as subject to the Reserved Powers and otherwise provided herein.

4.1. **Applicable Rules.** The following shall be part of the Applicable Rules:

4.1.1. The General Plan and any applicable specific plan or overlay zone as the same may be amended from time to time;

4.1.2. The Municipal Code (including the Zoning Code) to the extent it is not amended or superseded by the Downtown Specific Plan or the TCSP as the same may be amended from time to time.

4.1.3. Such other ordinances, rules, regulations, and official policies of the City governing the Permitted Signs and Sign Locations, design, improvement, and construction standards and specifications applicable to the development of the Signs and Sign Locations, as the same may be amended from time to time.

4.1.4. This Agreement and all attachments thereto.

4.1.5. Owner shall pay all applicable fees for the Permitted Signs and Sign Locations.

4.2. **Reserved Powers.** Notwithstanding any provisions of this Agreement to the contrary, the City reserves the right through its Reserved Powers, as defined herein below, to enact and implement:

4.2.1. Ordinances, rules, regulations and policies relating to uniform codes adopted by City or by the State of California, such as, but not limited to, the Uniform Building Code, the California Building Standards Code, International Building Code as adopted by the California Building Standards Commission, National Electrical Code, Uniform Mechanical Code or Uniform Fire Code, as amended (including those amendments to the promulgated uniform codes which reflect local modification to implement the published recommendations of the multi-state organization and which are applicable City-wide), and the application of such uniform codes to the Permitted Signs at the time of application for issuance of building permits for structures on the Project Site including such amendments to uniform codes as the City may adopt from time to time;

4.2.2. Rules, regulations, ordinances and/or policies determined by the City to be necessary in order to prevent or remedy conditions dangerous to the health and safety of City residents;

4.2.3. In the event that State or Federal laws or regulations prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. Notwithstanding the foregoing, City shall not adopt or undertake any regulation, program or action or take any action required by State or Federal laws or regulations which is/are inconsistent or in conflict with this Agreement until it has met and discussed the proposed action with Owner;

4.2.4. City shall retain all of its discretion with respect to determinations regarding requests for Future Approvals consistent with the Applicable Rules and this Agreement.



## 5. Limitations on Application of Conflicting Requirements.

This Agreement shall preclude the application to the Permitted Signs, Sign Structures or Sign Locations of rules, regulations, ordinances and officially adopted plans and policies in conflict with the Applicable Rules.

## 6. Public Benefit Agreement (PBA) Fees.

6.1. **Report and Payment.** Within thirty (30) days after the end of each PBA Year, Owner shall deliver to City (i) an itemized report of all Gross Revenue received by Owner during the applicable PBA Year for the Permitted Signs (the "**Revenue Report**"), (ii) Owner's computation of the PBA Fee for the applicable PBA Year. Within thirty (30) days from a request by the City, Owner shall submit a copy of each contract associated with each item of Gross Revenue included in the Revenue Report. Payment of PBA Fee shall be based on the Gross Revenues for the applicable PBA Year. City shall have thirty (30) days within which to review the Revenue Report and to either (1) respond to Owner with an invoice for PBA Fees ("**PBA Fee Invoice**"), or (2) to request additional information on the Revenue Report ("**Revenue Report Information**"). Owner shall have thirty (30) days from receipt of the PBA Fee Invoice to submit payment to the City, or to provide a response to the request for Revenue Report Information. Owner's failure to either pay the PBA Fee or to timely respond to the City's request for Revenue Report Information shall constitute an Event of Default as defined in Section 19 herein below.

6.2. **Calculation.** The PBA Fee for each PBA Year shall be calculated by multiplying (i) the Percentage Rate for the PBA Year by (ii) the total Gross Revenue for the same PBA Year.

6.3. **Revenue Received After Term.** If Gross Revenue is generated after the end of the Term, including any amounts due under media contracts, commissions, etc. paid in arrears or otherwise received after the end of the Term on account of the operation of any Permitted Sign during the Term, Owner shall pay an additional PBA Fee based on that Gross Revenue as if it had been generated in the final PBA Year of the Term (the "**Additional PBA Fee**"). Within thirty (30) days after the end of every six (6) month period after the end of the Term for so long as Gross Revenue is generated on account of any Permitted Sign, Owner shall submit an updated Revenue Report for the final PBA Year of the Term including a statement of the additional Gross Revenue generated, an updated calculation of the PBA Fee for the last PBA Year of the Term, and payment of any Additional PBA Fee that may be due. Owner's failure to either pay any Additional PBA Fee shall constitute an Event of Default as defined in Section 19 herein below.

## 7. Gross Revenue.

7.1 Gross Revenue is to be accounted for on a cash basis, except as otherwise provided in this Agreement.

7.2 If any media is sold, placed or displayed on any Permitted Sign as part of an advertising package, incentive, or otherwise provided as part of, or with, any discount or price reduction, then Gross Revenue hereunder must be adjusted to reflect the market rate value of the incentive or advertising package agreed to by Owner for the Permitted Sign. As used in the preceding sentence, the term "market rate" means the price paid by third party advertisers for the same Permitted Sign during the applicable PBA Year, and such "market rate" shall be subject to audit by the City pursuant to Section 8. By way of example only, if the market rate value for an animated advertisement on one of the Permitted Signs (as determined by rates charged to third parties) is \$5,000 per month and if Owner enters into an agreement during the Amortization Period for both animated advertising on a Permitted Sign and additional advertising on other Signs on Project Site (e.g., static kiosk displays) for a total of \$25,000 per month, the City would be entitled to 12% multiplied by \$5,000 or \$600.

Furthermore, the parties agree that if Owner does not have an agreement in place for advertising on a Permitted Sign, Owner is entitled to display Generic Filler Advertising on one or more of the Permitted Signs without payment to City, provided that Owner does not display such Generic Filler Advertising on more than 33% of the applicable advertising inventory on the Permitted Signs. If Owner does not have an agreement in place for advertising on a Permitted Sign and Owner has utilized the foregoing allocation for Generic Filler Advertising, then Owner agrees to use best commercially reasonable efforts to place agreements for advertising on Permitted Signs in order to minimize the amount of additional time Generic Filler Advertising is displayed.

**8. Audit.**

8.1 City may, upon notice given within six (6) months after its receipt of any Revenue Report and at least five (5) business days in advance, examine and audit the books and records of Owner relating in any way to the ownership, maintenance and operation of any Permitted Signs and Sign Structures and any media displayed on any Permitted Signs, including without limitation (i) all payments received or made by Owner relating to Gross Revenue, (ii) all agreements to which Owner may at any time be a party relating to any Permitted Sign, and (iii) any other records relevant to the determination of Gross Revenue and/or PBA Fees under this Agreement. City may conduct such audits using its own employees, a management agent or consultant or an independent accountant. Owner shall make its books and records available to City at Owner's offices in Glendale, California.

8.2 If City's audit reveals a discrepancy in the PBA Fee of 5% or less, the party owing the amount of the discrepancy shall pay it to the other Party, and the Parties will each pay for their own costs incurred in connection with the audit process. If the audit reveals an overstatement of the PBA Fee of more than 5%, City shall reimburse or credit Owner the amount of such discrepancy and Owner's reasonable out-of-pocket costs of the audit process. If the audit reveals an understatement in the PBA Fee of more than 5%, Owner shall pay City the amount of such discrepancy and City's reasonable out-of-pocket costs of the audit process.

8.3 **Interest.** Interest will accrue on any amounts not paid by Owner when due hereunder from the date due until paid at the rate of the lesser of (a) eighteen percent (18%) per annum or (b) the maximum amount permitted under Applicable Law. If any amounts are disputed, the interest on said disputed amounts shall continue to accrue until the dispute is settled. Owner shall pay to City the accrued interest on the amount determined to be owing upon the settlement of the dispute. In order to avoid the accrual of interest during the pendency of a dispute as to amounts owing, Owner may pay to City amounts claimed by City under a reservation of rights and City will refund to Owner the amount of the overpayment (if any) upon final resolution of the dispute.

8.4 **Governmental Fees.** Owner shall pay all fees and charges to any governmental authority of any kind for any licenses, permits, privileges, inspections, and all other charges required for Owner's use of the Sign Locations, or any part thereof, under any present or future law with respect to the Permitted Signs and or Sign Structures.

8.5 **After Term - Holdover.** For each day following the expiration or other termination of the Term and receipt of notice and opportunity to cure as outlined in Section 19 during which Owner continues to use or operate a Permitted Sign for animated signage and/or non-accessory signage, Owner shall pay City a fee computed as one hundred thirty-seven percent (137%) of the average daily PBA Fee for the year preceding termination for any hold over Sign Location. Payment of such amounts will not entitle Owner to the continued use of any Sign Location or Sign Structure and will not cure any default of this Agreement. By way of example, and without limiting the generality of the foregoing provisions, Owner will be obligated to pay the amounts provided in this paragraph if this Agreement is terminated and Owner thereafter continues to use any Sign Location or by any other means (including legal process) prevents, limits or restrains removal of

any Permitted Sign or Sign Structure, including any period in which Owner (unsuccessfully) contests any termination of this Agreement.

## **9. Approvals, Permits and Taxes.**

### **9.1 Governmental Approvals.**

9.1.1 Owner shall, at Owner's sole cost and expense obtain the City's approval of the design and installation of the Permitted Signs and Sign Structures, and all associated equipment and infrastructure before installing the Permitted Signs. Owner shall maintain in full force and effect and in good standing throughout the Term any and all permits, approvals, consents or licenses that may be required by any authority with jurisdiction for, or on account of, the installation, maintenance or use of the Permitted Signs and Sign Structure and the advertising matter placed on the Permitted Signs including compliance with GMC section 30.26.060 (Regulations for signs allowed by the ASOZ) ("**Governmental Approvals**"), or relating to the rights and privileges granted by this Agreement. Any required outdoor advertising operating permits (the "**Operating Permits**") must be issued and held in the name of Owner.

9.1.2 This Agreement must be executed prior to the issuance of any permits or installation, whichever comes first, of any Permitted Signs permitted by GMC Chapter 30.26.

9.2 **Taxes.** To the extent applicable, Owner shall pay before delinquency any and all fees, charges, taxes, levies and assessments that may be charged, levied, assessed or imposed by any governmental agency with jurisdiction over any Permitted Sign or upon Owner Property and City Property, as applicable, as a result of the installation and/or presence of the Permitted Signs thereon ("**Sign Taxes**"). Owner shall indemnify, defend, and hold the City, its officers, agents and employees harmless from and against any and all Sign Taxes, whether charged, levied, assessed or imposed against Owner or the City. If any taxes are due on account of any amount received or payable by Owner under this Agreement, Owner shall pay them.

## **10. Installation and Maintenance.**

10.1 **General Requirements.** Owner, at its sole risk and expense, shall maintain the Permitted Signs and Sign Structures in compliance with Applicable Law and in accordance with this Agreement.

10.2 **Time.** If any new Permitted Sign is to be installed, Owner shall substantially complete construction and installation of the Permitted Sign at its sole cost and expense in accordance with this Agreement.

10.3 **Wireless Equipment.** Owner shall not install or operate, or permit any third party to operate, wireless telecommunication equipment on the Permitted Signs or Sign Structures or Sign Locations without first obtaining any required Governmental Approvals. Wireless equipment that is specifically required for operation of a Permitted Sign is not precluded so long as said equipment is made part of and approved as part of the application for approval of such Permitted Sign.

10.4 **Alterations; Sign Modifications.** Owner shall not materially alter the Permitted Signs or Sign Structures or reconstruct or remove the Permitted Signs or Sign Structures without first obtaining any required Governmental Approvals.

## **11. Removal/Abandonment/Amortization**

11.1 **End of Term.** On or before the last day of either the Term or where either party has given Notice to Terminate, Owner shall remove the Permitted Signs and Sign Structures and

within thirty (30) days of the last day of the Term, Owner shall restore the Sign Locations to their condition existing prior to the installation of the Permitted Signs and Sign Structures. Owner shall obtain all Governmental Approvals required as a condition to the removal of the Permitted Signs and Sign Structures. If unusually foul weather or other circumstances beyond the reasonable control of Owner delay the removal of the Permitted Signs and Sign Structures beyond the last day of the Term, and if Owner immediately notifies the City of such circumstances, then the City agrees to allow Owner up to an additional ten (10) days to remove the Permitted Signs and Sign Structures.

11.2 **Abandonment.** If after receipt of written notice and opportunity to cure as outlined in Section 19, Owner fails to remove the Permitted Signs and the Sign Structures, then the Permitted Signs and Sign Structures will be deemed abandoned and the City, at its option and without prejudice to any other rights and remedies that may be available to it under this Agreement or otherwise, may pursue any legal or equitable remedies to ensure the removal of the Permitted Signs and the Sign Structures. Owner shall hold the City harmless from, and indemnify and defend the City against, any claims asserted by third parties arising out of such removal and disposition.

11.3 **Amortization.** Notwithstanding any provision of this Agreement to the contrary, in the event that, during the Term, the City modifies one or more Applicable Rules in a manner that would require Owner to remove of one or more Permitted Signs, then Owner shall be permitted to maintain the Permitted Sign in place for the remaining term of the applicable Amortization Period, after which time Owner shall remove the Permitted Signs and Sign Structures and restore the Sign Locations to their condition existing prior to the installation of the Permitted Signs and Sign Structures.

## 12. **Advertising.**

12.1 **Prohibited Media.** Owner shall not display or allow to be displayed on the Permitted Signs any media that is prohibited under Applicable Law ("**Prohibited Media**").

12.2 **Removal of Prohibited Media.** Owner shall, within forty-eight (48) hours after receipt of written demand from the City, at Owner's sole risk and expense, remove any Prohibited Media. Provided however, that said forty-eight (48) hours shall be extended for any period of delay due to Owner's need to obtain a City issued street use permit or to temporarily close a traffic lane for purposes of removing Prohibited Media. If Owner fails to promptly remove Prohibited Media, the City may pursue any available legal or equitable remedies to obtain removal.

## 13. **Illumination.**

Illumination of any Permitted Signs shall comply with GMC Chapter 30.26 pertaining to signs in the ASOZ.

## 14. **Utilities.**

Owner shall arrange at its expense for electrical power and subject to Section 10 herein above for any required telecommunications services for the Permitted Signs and Sign Structures. Owner shall, at its sole expense, if required by Applicable Law, install a separate meter on the Permitted Sign or within the Sign Structures to measure the electricity usage of the Sign Structures. Owner shall pay all amounts due for electrical power and other utilities directly to the utility providers.

**15. Entry by the City.**

The City reserves the right for the City, and its representatives, to enter into and upon the area where any Permitted Sign is located to examine the condition thereof upon twenty-four (24) hours prior notice to Owner.

**16. Acknowledgments, Agreements and Assurances on the Part of Owner.**

In order to effectuate the provisions of this Agreement, and in consideration for the City entering into this Agreement and obligating itself to carry out the covenants and conditions set forth herein, Owner hereby agrees and acknowledges that Permitted Signs and Sign Structures shall be constructed pursuant to this Agreement and the Applicable Rules. Owner shall apply in a timely manner for such other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Permitted Signs and Sign Structures for the development of, or provision of services to, the Permitted Signs and Sign Structures. The City shall cooperate with Owner in its efforts to obtain such permits and approvals, but Owner shall have no separate cause of action against the City under this Section if Owner fails to obtain such permits and approvals.

**17. Acknowledgments, Agreements and Assurances on the Part of the City.**

In order to effectuate the provisions of this Agreement, and in consideration for Owner entering this Agreement and obligating itself to carry out the covenants and conditions set forth in the preceding Section of this Agreement, the City hereby agrees and acknowledges that Owner is hereby granted the vested right to develop the Permitted Signs and Sign Structures to the extent and in the manner provided in this Agreement, subject to and in accordance with the Applicable Rules and Reserved Powers.

**18. Acknowledgements, Agreements, and Assurances on the Part of the Parties.**

In order to effectuate the provisions of this Agreement, and in consideration for the Parties entering this Agreement and obligating themselves to carry out the covenants and conditions set forth in the preceding Section of this Agreement, the Parties hereby agree and acknowledge that:

**18.1 Administrative Changes and Amendments.** Further planning and development of the Permitted Signs and Sign Structures may require refinements and that certain changes may be appropriate with respect to the details and performance of the Parties under this Agreement. The Parties desire to retain a certain degree of flexibility with respect to the details of the Permitted Signs, Sign Structures and Sign Locations with respect to those items covered in general terms under this Agreement. If and when the Parties find that "Minor Changes", as herein defined, are necessary or appropriate, they shall, unless otherwise required by law, effectuate such changes or adjustments through administrative amendments executed by Owner and the City Manager or his or her designee, pursuant to the processes established through the Applicable Rules and Reserved Powers. As used herein, "Minor Changes" are changes, modifications or adjustments, which are consistent with the Applicable Rules, and which do not materially alter the overall nature, scope, or design of any Permitted Sign, Sign Structure or Sign Location. Minor Changes shall not be deemed to be an amendment to this Agreement under Government Code Section 65868, and unless otherwise required by law, no such administrative amendments shall require prior notice or hearing by the Planning Commission or City Council;

**18.2 Cooperation and Implementation.** The City and Owner agree that they will cooperate with one another to the fullest extent reasonable and feasible to implement this Agreement. Such cooperation shall include, but is not limited to, the following:

18.3 **Further Assurances: Covenant to Sign Documents.** Each Party shall take all actions and do all things, and execute, with acknowledgment or affidavit, if required, any and all documents and writings which may be necessary or proper to achieve the purposes and objectives of this Agreement. The Party requesting the herein described actions, including the execution of any documents and writings (collectively documents), shall pay for all legal and other consulting fees and/or costs incurred by the City in reviewing such documents.

18.4 **Processing.** Upon satisfactory completion by Owner of all required preliminary actions and payments of appropriate filing or processing fees, if any, the City shall, subject to all legal requirements, promptly initiate, diligently process, and complete all required steps, and promptly act upon any approvals and permits necessary for Owner's installation of the Permitted Signs and or Sign Structures in accordance with this Agreement.

18.5 **Defense of Agreement.** The City and Owner agree to cooperate, and to timely take all actions necessary or required to uphold the validity and enforceability of this Agreement subject to the indemnification provisions of Section 25.6. The City and Owner shall promptly notify one another of any claim, action, or proceeding brought forth within this time period.

**19. Compliance; Default; Termination; Modifications and Amendments.**

19.1. **Review of Compliance.** During the term of this Agreement, the City shall review this Agreement on or before each anniversary of the Effective Date ("**Periodic Review**") in order to determine whether Owner is in good faith compliance with any specific term or provision of this Agreement. At the commencement of each Periodic Review, the City Manager or his/her designated representative shall notify Owner in writing that the Periodic Review will commence or has commenced. The City shall notify Owner regarding any alleged non-compliance on the part of Owner. Within thirty (30) days after receipt of the Director's notice that the Periodic Review will commence or has commenced (and unless Owner requests and is granted a waiver by the City), the City may request Owner to demonstrate good faith compliance with this Agreement.

19.2. **Non-Compliance.** In addition to the Periodic Review process set forth in this Section, in the event Owner does not perform its obligations under this Agreement in a timely manner, the City shall have those rights and remedies provided for in this Agreement.

19.3. **Events of Default.** The occurrence of any of the following circumstances shall constitute an "**Event of Default**":

19.3.1. **Payment Default.** Owner fails to pay the PBA Fee or any other amount due hereunder when due and such failure is not cured within thirty (30) calendar days after the City provides notice of non-payment to Owner (the "**Notice of Default**");

19.3.2. **Specific Default.** Owner defaults in any of its obligations under Section 29 (Assignment) of this Agreement;

19.3.3. **Other Performance Default.** Owner fails to keep and perform any covenant or obligation to the City under this Agreement other than as specifically described in Section 33, and such failure continues uncured for thirty (30) calendar days after written notice thereof is given to Owner, or if any such failure is curable but would reasonably require more than thirty (30) calendar days to cure, Owner fails to commence curing within the thirty (30) calendar day notice period or fails thereafter promptly, effectively, and continuously to proceed with the cure of such failure, or fails to complete such cure within sixty (60) calendar days after the City's notice;

19.3.4. **Credit Default.** Any of the following events occurs: (i) Owner commences any proceeding under any law relating to bankruptcy, insolvency, reorganization or

relief of debts, or seeks appointment of a receiver, trustee, custodian or other similar official for Owner or for any substantial part of its property, or any such proceeding is commenced against Owner and either remains un-dismissed for a period of thirty (30) days or results in the entry of an order for relief against Owner which is not fully stayed within seven days after entry; (ii) Owner becomes insolvent or bankrupt, does not generally pay its debts as they become due, or admits in writing its inability to pay its debts, or makes a general assignment for the benefit of creditors; or (iii) Any third party obtains a levy or attachment under process of law against Owner's interest in this Agreement or the Sign Structure.

19.4. Notwithstanding any cure, Owner will be liable to the City for interest, costs and any damage actually suffered by the City for any breach or failure to perform by Owner hereunder. Owner must pay such amounts to complete the cure of a breach of this Agreement.

19.5. **Remedies.** Upon the occurrence of an Event of Default, the City shall be entitled to pursue any one or more of the remedies available at law, in equity, or under this Agreement, without any further notice or demand whatsoever, including without limitation the following:

19.6. **Termination of Agreement.** Subject to compliance with Government Code Section 65868, the City may terminate this Agreement, after final determination of the City Council on the basis of substantial evidence that Owner has not cured its default. Upon termination:

19.6.1. Owner's rights hereunder will cease and terminate;

19.6.2. Owner shall remove the Permitted Signs and Sign Structure as required by Section 11.1 (End of Term) within thirty (30) calendar days after such notice is delivered, and shall pay the holdover fees in accordance with Section 8.5 if Owner fails to do so; and

19.6.3. The City may recover from Owner damages for breach of this Agreement and/or pursue any other remedy to which the City may be entitled under this Agreement, at law or in equity, including costs and damages resulting from Owner's breach.

19.7. **Pursue Claims Without Terminating Agreement.** The City may pursue claims for breach of any obligation under this Agreement without terminating this Agreement, in which event this Agreement and Owner's obligations hereunder shall continue in full force and effect.

19.8. **Owner Failure to Cure Non-Compliance/Default Procedure.** If, after the cure period has elapsed, the City finds and determines that (1) Owner has not demonstrated that it is in compliance with this Agreement, and (2) Owner is out of compliance with a specific, substantive term or any provision of this Agreement, then the City shall first notify Owner in writing and then shall make a report to the City Council and set a public hearing before the City Council in accordance with the notice and hearing requirements of Government Code Sections 65867 and 65868. If, after public hearing, the City Council finds and determines, on the basis of substantial evidence, that Owner has not cured the default pursuant to this Section, then the City shall terminate or modify this Agreement. Notwithstanding the foregoing, non-performance by either Party shall be excused when it is delayed unavoidably and beyond the reasonable control of the Parties as a result of any of the events identified in Section 27 of this Agreement.

19.9. **Non-Compliance/Default by the City.** With respect to any non-compliance/default under this Agreement, Owner shall submit to the City, by registered or certified mail return receipt requested, a written notice of default in the manner prescribed in Section 31 herein, identifying with specificity those obligations of the City which have not been performed. Upon receipt of the notice of non-compliance/default, the City shall promptly commence to cure

the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) not later than thirty (30) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided that the City shall continuously and diligently pursue such remedy at all times until such default(s) is cured.

**19.10. Modification or Amendment.** Notwithstanding Section 18.1 herein above pertaining to Administrative Amendments, and subject to the notice and hearing requirements of the Development Agreement Statute, this Agreement may be modified or amended from time to time only with the written consent of Owner and the City or their successors and assigns in accordance with the provisions of the Municipal Code and Government Code Section 65868. As a condition precedent to the City's execution of any amendment of this Agreement, Owner shall deliver to the City a preliminary title report with respect to the portions of the Project Site to be affected by such amendment, together with a notice stating that the mortgagees listed in such report will be entitled to notice of and consent to such amendment pursuant to Section 31 of this Agreement.

**20. Administration**

This Agreement shall be administered and executed by the City Manager or his/her designated representative, following approval of this Agreement by the City. The City shall maintain authority of this Agreement through the City Manager (or his/her authorized representative). The City Manager shall have the authority to issue interpretations, waive provisions, extend time limits, make minor modifications to the City design approvals, and/or revise this Agreement on behalf of the City so long as such actions do not conflict with the substantive provisions of this Agreement, substantially change the Project or the uses, square footages or development permitted on the Project Site by this Agreement or add to the City costs, or conflict with the Applicable Rules. All waivers of this Agreement shall comply with Section 35 of this Agreement. All amendments of this Agreement, other than those minor changes described in this Section 20, shall comply with Section 18.1 of this Agreement.

**21. Term of Agreement.**

This Agreement shall become operative on the Effective Date and be effective for 20 years. The Term may be terminated early as further provided in this Agreement. The Term shall be extended by the number of days equal to the number of days that any Force Majeure as defined in Section 27 was in effect.

**22. Administration of Agreement and Resolution of Disputes.**

All disputes involving the enforcement, interpretation or administration of this Agreement shall first be subject to good faith negotiations between the Parties to resolve the dispute. In the event the dispute is not resolved by negotiations, the Parties shall be permitted to pursue any remedy provided for under this Agreement or otherwise available under applicable law or judicial decision, whether at law or in equity. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies available to any Party.

**23. Injunctive Relief.**

Any Party to the dispute may, in addition to any other rights or remedies provided by this Agreement, seek to enjoin any threatened or attempted violation hereof, or enforce by specific performance the obligations and rights of the Parties hereto, except as otherwise provided herein.



**24. No Personal Liability.**

No board member, councilmember, official or employee of the City or Agency shall be personally liable to Owner in the event of any default or breach by the City for any amount which may become due to Owner or on any obligations under the terms of this Agreement.

**25. Abatement, Relocation, or Termination Based on Changed Circumstances.**

25.1 **Casualty.** In the event of a fire or other casualty to any Permitted Sign or Sign Structure that renders it inoperable for commercial advertising ("**Casualty Event**"), Owner may restore any Permitted Sign or Sign Structure to full functionality in compliance with the GMC and this Agreement. If Owner elects to restore any Permitted Sign or Sign Structure affected by a casualty, it shall commence to do so within the sixty (60) days of the event of a Casualty Event and thereafter diligently prosecute such restoration to completion. The Term of this Agreement shall be extended for an equal number of days as the period from the date of the Casualty Event until any Permitted Sign or Sign Structure are again operational; provided that such extension shall not exceed one hundred and eighty (180) days. Owner shall obtain all Governmental Approvals required for the restoration work in accordance with this Agreement. Notwithstanding the foregoing, if there is a Casualty Event that affects the improvements upon which Permitted Sign or Sign Structure is located such that the improvements cannot be restored sufficient to support the Permitted Sign(s) or Sign Structure(s) within a reasonable time, the City may seek termination pursuant to Section 25.2 herein below. Provided, however, that if the improvements affected by a Casualty Event are capable of being restored within a reasonable amount of time, then parties shall work in good faith to negotiate an agreement to extend this Agreement in order to restore the affected Permitted Sign(s) and/or Sign Structure(s). If within 60 days of the Casualty Event the parties are unable or unwilling to complete negotiations of an extension to this Agreement, then this Agreement shall automatically terminate as to the impacted Permitted Sign(s) and Sign Structure(s) pursuant to Section 25.2 herein below.

25.2 **Owner Termination.** Owner may elect to terminate this Agreement as to one or more Permitted Signs if (i) the face of a Permitted Sign(s) becomes materially and indefinitely obscured from view of the general public, (ii) traffic patterns along the primary roadway from which a Permitted Sign is visible materially and indefinitely change, (iii) a Permitted Sign substantially loses commercial value, or (iv) Owner elects to renovate the Property and such renovation impacts a Permitted Sign, upon giving the City thirty (30) days' advance notice ("**Notice of Termination**"). Within thirty (30) days of termination as to one or more Permitted Signs, Owner shall remove the Permitted Signs and associated Sign Structure from Property for which the Notice of Termination has been given in compliance with Section 8.2 herein above. If the Permitted Signs are not removed within thirty (30) days the Permitted Signs shall be considered abandoned per Section 11.2 of this Agreement.

25.3. **Condemnation.** If a Sign Location is taken by power of condemnation, then with respect to the Sign Location taken by the power of condemnation this Agreement will automatically terminate as of the date of the transfer of title to the Sign Location. Owner shall be responsible to remove the Permitted Sign(s) and Sign Structure(s) on or before the date of such termination unless the Permitted Sign(s) and Sign Structure(s) itself is also taken. This Agreement shall remain in full force and effect with respect to any Sign Location not subject to condemnation.

25.4 **Prohibition.** In the event that (i) a final un-appealable order of a court with jurisdiction declares the existence of any Permitted Sign to be unlawful, or (ii) new Applicable Laws not in effect as of the date hereof unambiguously prohibit the Permitted Sign(s), then either Party may terminate this Agreement upon ten (10) days' notice to the other Party, but not earlier than (i) the effective date of the final un-appealable order or (ii) fifteen (15) days before the effective date of the new law, as applicable; provided, however, that if the City, in its sole and

absolute discretion, makes one or more alternate locations available for a Permitted Sign where it may lawfully be constructed and operated, Owner shall relocate the Sign Structure to the available alternate location as same may be permitted pursuant to Applicable Law and Governmental Approvals. Owner will retain, after termination under this Section 25.4, any rights it might otherwise have to seek compensation on account of its losses from any appropriate governmental authority (excluding the City). This provision neither expresses nor implies any acknowledgment by the City of entitlement to such compensation.

**25.5 Effect of Termination.** If this Agreement is terminated during the Amortization Period, Owner shall only be responsible to pay the PBA Fee for the prorated period during which any Permitted Sign is in operation pursuant to this Agreement prior to the termination. Owner shall be responsible for any cost, fee or expenses related to removal of the Permitted Signs and or Sign Structure upon termination.

**25.6 Indemnification.** Owner shall, at its sole cost and expense, indemnify, defend (with counsel reasonably acceptable to the City) and hold harmless the City of Glendale, its officers, employees, agents, employees, successors and assigns ("**Indemnitees**") from and against any and all losses, costs, damages, claims, liabilities and expenses (including reasonable attorneys' fees and costs of defense and of enforcing the indemnification obligations provided herein) suffered by any of the Indemnitees or asserted against the Indemnitees by others in connection with, arising from or related to any of the following causes or matters, except to the extent resulting from the gross negligence or willful misconduct of the Indemnitees: (i) the construction, use, maintenance, presence or removal of any Permitted Sign or Sign Structure or any conduct of Owner or anyone acting on its behalf in connection with any Permitted Sign or Sign Structure or this Agreement; (ii) Owner's access to any Sign Location and Sign Structure; (iii) any breach by Owner of this Agreement; (iv) any litigation, action, application, suit, investigation, hearing, claim, deemed complaint, grievance, any civil, administrative, regulatory or criminal proceeding or investigation, any arbitration proceeding or other similar proceeding against Owner to which Indemnitees or any of their employees, contractors, servants or agents is made a party a result of the existence of this Agreement, except to the extent resulting from any gross negligence or willful misconduct by an Indemnitee; (v) the media displayed on any Permitted Sign; (vi) any actual or alleged infringement of any intellectual property right relating to a Permitted Sign or the media displayed on any Permitted Sign; (vii) any actual or alleged unfair competition or other similar claim arising out of the operations of Owner related to this Agreement; and (viii) any violation of Applicable Law by Owner or any of its employees, contractors, agents or representatives.

## **26. Attorneys' Fees.**

In the event any dispute between the Parties arising out of or related to this Agreement becomes the subject of litigation or arbitration, the prevailing Party shall be entitled to recover its attorneys' fees, disbursements and other costs incurred in connection with such proceeding.

## **27. Force Majeure.**

Except to the extent that this Agreement may otherwise expressly provide, and except for Owner's obligation to make payments hereunder when and as due, neither Party will be liable under this Agreement for delays due to causes beyond its reasonable control, including acts of war, natural disasters, strikes, civil disturbances, and fires. The Party bearing the obligation with which such circumstances interfere shall act, to the extent reasonably possible, to minimize any such delays. If performance in accordance with this Agreement is rendered impossible by such circumstances for a period longer than one hundred eighty (180) consecutive days, either Party may terminate this Agreement after providing ten (10) days' prior written notice to the other Party, unless performance first becomes possible. The provisions of this Section shall not apply to the failure

of any government agency to issue permits or approvals required for a Permitted Sign or any of the circumstances described in Section 19 (which are governed by the provisions of that Section).

## **28. Remedies Cumulative.**

The remedies of the City and Owner under this Agreement, at law, and at equity, are cumulative. Provisions of this Agreement that permit the City or Owner to exercise a specified remedy for a breach of this Agreement by Owner do not exclude any other remedies to which the City or Owner might be entitled on account of that breach. The City and Owner are not required to exercise the specified remedy in lieu of others to which they may be entitled under this Agreement, at law or in equity, and may exercise remedies available to them successively or simultaneously, except to the extent that doing so would result in duplicative recovery.

## **29. Assignment.**

### **29.1 By Owner.**

29.1.1 Except as provided in herein below, neither this Agreement nor any rights conferred hereunder may be assigned or subcontracted in whole or in part by Owner without the written consent of the City, which consent the City shall not unreasonably withhold. Any purported assignment made without the City's consent will be voidable by the City at its sole option.

29.1.2 Owner may, without first obtaining the consent of the City, assign this Agreement to any entity controlled by, controlling, or under common control with Owner, or in connection with a sale of substantially all of the assets of Owner to the assignee, or by operation of law in connection with a merger or consolidation of Owner, on condition that the aggregate balance sheet equity of the assignee, upon the completion of the transaction of which the assignment is a part, is not substantially less as that of Owner immediately prior to that transaction,.

29.1.3 No assignment of this Agreement by Owner will be effective unless and until the assignee executes and delivers to the City a written instrument assuming of all the obligations of Owner hereunder, unless the assignment is an assignment by merger of Owner with another entity that assumes the obligations of Owner under this Agreement by virtue of such merger. No approval by the City will constitute or cause a novation of this Agreement, and the assignor Owner will remain liable for all of Owner's obligations hereunder whether accruing before or after any assignment.

29.1.4 Owner may, without first obtaining the consent of the City, collaterally assign this Agreement to a secured lender that is beneficiary of a deed of trust encumbering all or a portion of the Owner Property (a "**Secured Lender**"), in which event City agrees to countersign (or execute a customary consent to) such assignment, acknowledging the Secured Lender's rights and responsibilities under this Agreement, including but not limited to (a) Secured Lender's right to receive Notices of Default concurrently with their delivery to Owner pursuant to Section 19.1 and Secured Lender's right to cure any noticed defaults on behalf of Owner, (b) in the event of a foreclosure or exercise of remedies under the Secured Lender's security instruments, the right of Secured Lender or its nominee to either (i) terminate this Agreement (in which event City will look solely to Owner for the payment of all sums due and owing under this Agreement prior to the date of such termination and the Permitted Signs shall be removed as required pursuant to Section 25.2), or (ii) retain this Agreement in place, in which event City will recognize the succeeding owner of the Owner Property as "Owner" hereunder, with the rights and obligations as "Owner" accruing from and after the date of their taking title to the Owner Property.

**29.2 By the City.** The City may, at any time upon notice to Owner, assign the right to receive Gross Revenue pursuant to this Agreement to another governmental entity. Except for

assignments of the right to receive Gross Revenues as permitted by the preceding sentence, the City shall not assign this Agreement except to a governmental agency that assumes the City's municipal jurisdiction and authority with respect to the Applicable Rules, and in the event of such an assignment the City shall have no liability hereunder for obligations of the City accruing from and after the effective date of such assignment, and Owner shall look only to the assignee for the performance of the City's obligations hereunder.

**30. Disclosure of Interest.**

Within ten (10) days after the mutual execution and delivery of this Agreement, and annually thereafter until the expiration of the Term (including any extensions), Owner shall inform the City, in writing, of (a) any Ownership interest Owner has in any other entity performing or being paid or reimbursed for any service rendered in connection with any Sign, including advertising placement agency fees paid from Gross Revenue, and (b) any Ownership interest any such entity has in Owner. The disclosure required by this Section shall include a description both of the nature and of the quantity or proportion of the interest held by (or in) Owner. Owner acknowledges that the purpose of this Section is to provide complete transparency of information to the City regarding any affiliates of Owner.

**31. Miscellaneous.**

**31.1 Notices and Payments.** Except as otherwise provided herein, to be valid, notices under this Agreement must be in writing, delivered (a) by personal delivery, (b) by registered or certified mail, (c) by a courier service of national repute with delivery tracking, or (d) by e-mail (but only if a confirmation copy is also sent by one of the other means specified in this sentence), and addressed to the Party to whom it is directed at the City's Address for Notices or Owner's Address for Notices, as applicable, and sent to the addresses indicated below or to such other address as the Parties may from time to time designate by giving ten (10) days prior written notice of such change to the other Party. Owner shall pay all amounts due hereunder and send all notices to:

**City's Address for Notices:**

City of Glendale  
Community Development Department  
633 E. Broadway, Suite 201  
Glendale, CA 91206  
Attn: Director of Community Development

**Owner's Address for Notices:**

c/o Caruso  
101 The Grove Drive  
Los Angeles, CA, 90036  
Attn: EVP of Operations

**With a copy to:**

c/o Caruso  
101 The Grove Drive  
Los Angeles, CA, 90036  
Attn: General Counsel

A valid notice or other communication under this Agreement will be effective when received by the party to which it is addressed. It will be deemed to have been received as follows: (i) if it is

delivered by hand, delivered by a national transportation company, with all fees prepaid, or delivered by registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt; (ii) if it is delivered by a courier service, upon delivery to the destination address as indicated by the company's tracking records; and, (iii) if it is delivered by e-mail, when it is transmitted (but only if the confirmation copy required by this Section is deposited with the postal service or courier service within one (1) business day after the e-mail is transmitted).

### **32. Interpretation of Certain Terms.**

32.1 "Including" and cognate terms, unless otherwise expressly limited, mean "including without limitation."

32.2 "Hereof," "herein," "hereto," "hereinafter," and other terms of like import refer to this Agreement taken as a whole.

32.3 The verbs "will" and "will be" are used to state the consequences under this Agreement of circumstances that may occur, and are mandatory and not predictive. The verb "shall" is used to impose duties on the party that is the subject of the sentence or clause in which it appears, but is not used as a universal word of mandate and is not necessary to render a provision of this Agreement mandatory.

32.4 Except where the context requires otherwise, references to specific Sections, Exhibits, and other divisions of the Agreement followed by a number or letter are references to the whole of the Section, Exhibit or other division of the Agreement as applicable, bearing that number or letter, including all subsidiary provisions containing that same number or letter as a prefix.

32.5 Where this Agreement prohibits Owner from taking an action, the prohibition is to be construed to also prohibit Owner from authorizing or allowing any third party to take that action unless the City has given express permission to the third party to do so.

### **33. Governing Law.**

The validity and effect of this Agreement are to be determined in accordance with the laws of the State of California.

### **34. Waiver.**

No waiver by the City of any breach of any provision of this Agreement shall be deemed for any purpose to be a waiver of any breach of any other provision hereof, nor of any continuing or subsequent breach of the same provision. To be valid, any waiver by the City of any obligation of Owner under this Agreement must be in writing and signed by the City.

### **35. Severability.**

If any provision of this Agreement or the application of that provision to any person or circumstance is determined to be invalid or unenforceable, the remainder of this Agreement (or the application of the affected provision any person, Party or circumstance other than those to which it is determined to be invalid or unenforceable) will not be affected thereby. Each of the provisions of this Agreement is to be given effect as separately valid and enforceable to the fullest extent permitted by law.

**36. Entire Agreement.**

This Agreement and the Exhibits attached hereto represent the complete understanding and agreement between the Parties with respect to the subject matter hereof. This Agreement may not be changed orally, and may be changed only by a written amendment signed by the Parties. This Agreement will be binding upon and inure to the successors and permitted assigns of the Parties.

**37. Time of Essence.**

Time is of the essence in the performance of this Agreement.

**38. Further Assurances.**

Each of the Parties hereto shall from time to time, upon any reasonable request of the other Party, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.

**39. Exhibits.**

All Exhibits attached hereto are a part of, and incorporated in, this Agreement.

**40. Counterparts.**

This Agreement 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.

**41. Binding Effect.**


This Agreement and all of the terms and conditions of this Agreement 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 Agreement as of the dates set forth opposite their signatures below.

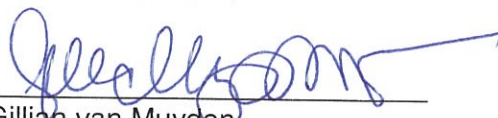
**"CITY"**

**CITY OF GLENDALE**

  
\_\_\_\_\_  
Yasmin K. Beers, City Manager

Date: ~~2/20/2020~~


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

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

Date: 2/20/2020

**"OWNER"**

The Americana at Brand, LLC

By:   
\_\_\_\_\_  
Name: RICK S. CARUSO  
Title: PRESIDENT  
Date: February 13, 2020

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

**"CITY"**

**CITY OF GLENDALE**

  
Yasmin K. Beers, City Manager

Date: 3/4/2020

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.

## ASOZ (GMC 30.26)

2/4/2020

Chapter 30.26 ADVERTISING SIGNAGE OVERLAY ZONE (ASOZ)

City of Glendale	City of Glendale	City of Glendale	City of Glendale	City of Glendale	City of Glendale	City of Glendale	City of Glendale
City	Proposed	Item	Class	Category	Sub-category	Item	Item Name
Title 30 ZONING							

**Chapter 30.26 ADVERTISING SIGNAGE OVERLAY ZONE (ASOZ)****30.26.010 Description and purpose.**

The ASOZ is intended to allow advertising signage in a manner consistent with this chapter. The purpose of an ASOZ is as follows:

- A. To promote economic development and ensure an attractive business climate for the downtown area of the city.
- B. To highlight and cross-promote the uses, goods and services available in the city's retail commercial core, particularly uses located within large-scale multi-tenant commercial/retail buildings.
- C. To create a lively, visually exciting environment for the commercial heart of the city.
- D. To promote appropriate and economically viable signage which uses clear, attractive graphics and coordinates with the architectural elements of the building on which the signs are located,
- E. To protect street views and vistas of pedestrian-oriented streets.
- F. To minimize the obstruction of architectural elements.
- G. To limit visual clutter by regulating the number, size and location of signs.
- H. To protect pedestrians and motorists from traffic safety hazards.
- I. To protect residents from glare and excessive illumination.
- J. To provide clear development standards under which signs enabled by this overlay zone can be designed and installed.
- K. To promote and protect the public health, safety, welfare and convenience by regulating signs enabled by this overlay zone. (Ord. 5688, § 1, 2010)

**30.26.020 General provisions.**

The provisions of the zone underlying an ASOZ shall apply except as provided in this chapter. Where any portion of this chapter is in conflict with the Town Center Specific Plan (TCSP), Downtown Specific Plan (DSP) or the Zoning Ordinance, the provisions of this chapter take precedence. (Ord. 5804, § 1, 2013; Ord. 5688, § 1, 2010)

**30.26.030 Definitions.**

Whenever the following terms are used in this chapter, they shall be construed as defined in this section. Words and phrases not defined here shall be construed as defined in chapters 30.33 and 30.70 of the Code.

- A. "Architectural elements and details" means the unique components that together form the architectural style of a building, including, but not limited to cornices, moldings, projections, window and door openings and railings.
- B. "ASOZ accessory sign" means a sign allowed by an ASOZ which carries advertisement incidental and related only to the primary use of the premises or within the ASOZ, including signs or sign devices indicating the business transacted at, services rendered, goods sold or produced on the premises or within the ASOZ by either the owner, occupant or developer of the property or within the ASOZ area.
- C. "ASOZ non-accessory sign" means a sign allowed by an ASOZ which carries advertisement incidental and related to the primary use of the premises or within the ASOZ, including signs or sign devices indicating the business transacted at, services rendered, goods sold or produced on the premises or within the ASOZ by either the owner, occupant or developer of the property or within the ASOZ area or

which carries advertisement incidental and not related to the primary use of the premises or within the ASOZ.

D. "Compatible or compatibility" means consistent and harmonious as to form, proportion, scales, color, materials, surface treatment, overall sign size, and the size and style of lettering.

E. "Frame" means a decorative border for enclosing a sign.

F. "Primarily visible" or "primarily visible from" means that the sign is more readily visible from a city designated primary pedestrian street than from streets which are not so designated.

G. "Thick gauge vinyl" means vinyl material a minimum of fifteen (15) mill in size. (Ord. 5804, § 2, 2013; Ord. 5688, § 1, 2010)

### 30.26.040 Application.

The following materials shall be provided for an ASOZ application at the time of filing:

A. Zone change application (twenty (20) copies).

B. Site map—Minimum dimension of not less than eighteen (18) inches by twenty-six (26) inches. The scale of the map shall be large enough to show clearly all details thereof, but in no case is to be smaller than one (1) inch equals fifty (50) feet. (Twenty (20) copies).

Site map shall show the following information:

1. The boundary dimensions of the area for which the ASOZ has been filed.
2. Names and addresses of record owner or owners of property within three hundred (300) feet of the project area's periphery.
3. Name and address of the applicant(s).
4. Name and address of the person preparing the site map.
5. The locations, names, right-of-way widths and roadway widths of all existing streets in or adjacent to the ASOZ.
6. Existing use(s) within the area.
7. Location and species of all trees or stands of trees over six (6) inches in diameter in or adjacent to the area proposed for the ASOZ.
8. Date, north arrow, and scale.

C. A vicinity map showing all adjacent and abutting property and streets within 500-foot radius together with a symbol delineating the use of the area.

D. Location map (8½" x 11") at a scale of one (1) inch = two hundred (200) feet with the proposed ASOZ site hatched and a 500-foot radius drawn from the perimeter of the proposed area.

E. Photographs of the area of the proposed ASOZ and the surrounding area.

F. Scaled site plan and interior floor plans of each of the floors of the building(s) proposed to be contained within the ASOZ.

G. Elevation drawings of the building(s) proposed to be contained within the ASOZ, labeling the heights of various parts of the building(s), including the lowest and highest points.

H. Information on the proposed signs, including the location(s) of the signs within the ASOZ, materials used to compose the signs, framing materials and details, lighting and attachment details, method of sign attachment/projection from face of wall and other miscellaneous sign characteristics.

I. Within the areas where signs are proposed, elevations of the buildings showing the existing and proposed signage including showing sign dimensions and height above ground and horizontal and vertical placement of the sign(s) on the building.

J. Title report. (Ord. 5804, § 3, 2013; Ord. 5688, § 1, 2010)

**30.26.050 Criteria to approve an ASOZ.**

- A. Application.** An application for adoption or amendment of an ASOZ shall be processed and considered pursuant to Chapter 30.63 of this title.
- B.** The city council may, by ordinance, designate a geographic area as an ASOZ if the council finds that the area is:
1. Designated downtown specific plan (DSP) in the city's land use element of the general plan.
  2. Located within the boundaries of the Central Glendale Redevelopment Project Area as of the date of adopting this chapter.
  3. A minimum of twenty (20) contiguous acres in size, not including streets and alleys, excluding the areas of streets and alleys from acreage calculations.
  4. Devoted to intense retail, restaurant and/or theater uses, and contains a minimum of one million (1,000,000) square feet of gross area of those uses, where each applicant has operational controls of properties with a minimum of four hundred thousand (400,000) square feet of gross retail, restaurant and/or theatre use.
  5. Occupied by buildings no more than one hundred ten (110) feet in height.
- C.** In addition to the findings required by subsection B. above, the council may only designate a geographic area as an ASOZ if it finds that:
1. The advertising signage in the ASOZ will contribute to the economic vitality of the geographic location in which the ASOZ is located and the downtown core in general;
  2. The ASOZ will advance the purposes of the city's sign regulations, as set forth in sections 30.26.010 and 30.33.030 of this code, including but not limited to advancing the city's interests in traffic safety and enhancing and protecting the physical appearance of the community; and
  3. With the approval of the ASOZ, the city's sign regulations contained in this chapter and in Chapter 30.33 of this code continue to advance the purposes thereof, including but not limited to advancing the city's interests in traffic safety and enhancing and protecting the physical appearance of the community. (Ord. 5804, § 4, 2013; Ord. 5688, § 1, 2010)

**30.26.060 Regulations for signs allowed by the ASOZ.**

The following regulations shall apply to all signs allowed by an ASOZ:

- A.** For ASOZ accessory signs, signs shall only be wall signs, animated signs, banners, marquee signs or ground signs as defined by Chapter 30.33 of the zoning code.
- B.** ASOZ non-accessory signs shall be permitted only as wall signs, which are permitted under this chapter and allowed by the overlay zone map as ASOZ accessory wall sign.
- C.** Wall signs permitted under this chapter shall:
1. Be composed of a material to be approved by the director of community development;
  2. Be framed in a material compatible with the architectural style of the building(s) on which sign(s) are proposed. Compatibility shall be determined with regard to the form, proportion, scale, materials, surface treatment, overall sign size and size and style of the lettering as it related to the building wall upon which the sign(s) are proposed;
  3. Not cover windows, doors or other openings or details of the building(s) on which they are proposed;
  4. Not contain sound effects or projecting elements;
  5. Be installed parallel to the face of the building on which they are attached;
  6. Only "ASOZ accessory signs" as defined by this chapter shall be permitted;
  7. Not be viewed from primary pedestrian streets, as identified in the DSP, unless the impacts from the sign may be eliminated or otherwise minimized if the sign is incorporated as an architectural

element in such a way that it will contribute to the pedestrian character of the pedestrian street and to the area in general, subject to the approval of the director of community development. The director of community development is authorized to submit such a proposal to the city council for their consideration if the director of community development deems such a review necessary; and

8. Not have an access platform, ladder or other service equipment installed or attached to any sign or framing.

D. Animated signs permitted under this chapter shall:

1. Only be wall signs;
2. Not change images more frequently than each eight (8) seconds, with a transition period of one (1) second or less;
3. Not have sound effects or projecting elements;
4. Be installed parallel to the face of the buildings on which they are attached; and
5. The maximum brightness levels shall not exceed ambient light levels. The director may require a lighting study, field measurements or other satisfactory method to verify compliance with this requirement.

E. Banner signs permitted under this chapter shall:

1. Be composed of high quality vinyl or other material acceptable to the director; and
2. Be a maximum of sixteen (16) feet high and three (3) feet wide.

F. Ground signs permitted under this chapter:

1. Shall be a maximum of sixteen (16) feet high and three (3) feet wide, including any pole or other support structure; and
2. Shall not impede the flow of pedestrians to the satisfaction of the building official, city engineer or fire chief.
3. May be located in the public right-of-way to the satisfaction of the city engineer and approval of an encroachment permit.
4. Downtown business identification signs:
  - i. Applicant must submit sign design and receive approval of the design from the director of community development within three (3) months from the effective date of the ordinance;
  - ii. Must be installed within eight (8) months from the effective date of the ordinance, unless an extension is granted by the director of community development;
  - iii. At least one sign shall be located in the public right-of-way adjacent to the Glendale Galleria Central Avenue plaza at location(s) to be approved by the directors of community development and public works.
  - iv. At least one sign shall be located on the Brand Boulevard frontage of the Americana at Brand at location(s) to be approved by the directors of community development and public works;
  - v. Shall comply with subsections 30.26.060.F.2. and 3., and the maximum size shall be determined by the director of community development;
  - vi. Shall be directories used to guide or direct pedestrian traffic but shall contain no advertising for specific businesses;
  - vii. Shall provide directions to businesses and other points of interest within the downtown business district to the satisfaction of the director of community development;
  - viii. Shall not exceed ambient light levels at the location installed. The director may require a lighting study, field measurements or other satisfactory method to verify compliance with this requirement;
  - ix. Shall be oriented towards pedestrians and shall not visually interfere with vehicular traffic to the satisfaction of the director of public works.

- G. Marquee signs permitted under this chapter:
1. May be located on top of the canopy and may extend up to thirteen (13) feet above the top of the canopy to which it is attached.
  2. Shall be no more than two (2) feet in width or depth.
  3. May be located in the public right-of-way to the satisfaction of the city engineer and approval of an encroachment permit.
- H. In addition to other regulations, the following shall apply to all signs permitted under this chapter:
1. Signs shall not be located on residential buildings or portions of buildings containing residential units.
  2. Signs shall be maintained in good repair. Damaged signs or signs in poorly maintained conditions, shall be promptly repaired or removed.
  3. Signs shall be compatible with the architectural integrity of the building on which the sign are placed and shall be proportional with the massing and scale of the building taking into consideration windows, doors and architectural features. Signs shall not cover windows, doors or other openings or details of the building(s) on which they are proposed.
  4. Signs may be directly or indirectly illuminated. Lighting shall be compatible with the sign framing and architectural style of the building(s).
  5. Signs shall not negatively impact the flow of traffic or cause confusion for motorists, to the satisfaction of the director of public works.
  6. Signs shall not contribute to visual overcrowding, or be incompatible with the architecture and siting of adjacent buildings and other public or private improvements, to the satisfaction of the community development director.
  7. Signs shall be at locations and of dimensions as specified in the ASOZ map and its attachments and may be modified pursuant to Section 30.26.070
  8. The provisions of Chapter 30.33 shall apply to all signs located within an ASOZ, except for existing signs installed pursuant to a sign program or other pre-existing entitlement. Where the provisions of Chapter 30.33 conflict with the provisions of Chapter 30.26 or the town center specific plan (TCSP), the provisions of Chapter 30.26 or the TCSP shall control.
  9. The city may revoke the right to maintain any sign approved under an ASOZ upon a finding that the sign is maintained in a manner that is detrimental to the public health, safety or welfare or so as to constitute a nuisance. The right to maintain a sign approved by an ASOZ may only be revoked after a noticed public hearing by a hearing officer in accordance with the procedure for revocation of variances, conditional use permits and administrative exceptions set forth in Section 30.64.020.A. The decision of the hearing officer shall be subject to appeals to the planning commission under Chapter 30.62 and to the city council under chapter 2.88 of this code.
  10. The building and ground area around signs shall be properly maintained at all times. All unused frames and mounting devices, hardware and wall perforations shall be removed and building surfaces shall be restored to their original condition. (Ord. 5804, § 5, 2013; Ord. 5747 § 24, 2011; Ord. 5688, § 1, 2010)

### **30.26.070 Changes to signs allowed by the ASOZ.**

Except as set forth in Section 30.26.060, changes to signs allowed by an ASOZ, including the sign location, size, framing, material and lighting may be approved by the director of community development, so long as such changes are in substantial conformance with the ASOZ. The director of community development may refer those sign changes which are not in substantial conformance to the city council for review and approval. Changing out the signs for replacement with new signs of the same material, shape, size and illumination method and consistent with all other aspects of the approved ASOZ does not require approval from the director of community development. (Ord. 5804, § 6, 2013; Ord. 5747 § 25, 2011; Ord. 5688, § 1, 2010)

**30.26.080 Tree trimming.**

Trees within the public rights-of-way and private property shall not be removed if required as part of any discretionary approval, and shall not be unnecessarily pruned or over pruned to allow better visibility of the signs allowed by the ASOZ. (Ord. 5688, § 1, 2010)

**30.26.090 Sunset clause for the ASOZ.**

A. In any ordinance approving an ASOZ, the council may impose a requirement that the ASOZ expires within a time set by the city council in its reasonable discretion, unless, prior to the expiration of the ASOZ, the city council extends the time in which the ASOZ is valid. In the event an ordinance approving an ASOZ incorporates such a sunset provision, the planning commission and council shall hold hearings to determine whether to extend the time period for the validity of the ASOZ. Notice of said hearings shall be given in the manner required for zone changes as set forth in this code and shall be held with sufficient time for the council to hear, consider, and adopt an ordinance extending the ASOZ and for said ASOZ extension ordinance to become effective prior to the cessation or expiration of the ASOZ. The council may only extend the effectiveness of the ASOZ if it finds that the ASOZ continues to meet the criteria set forth in Section 30.26.050

B. If the council extends an ASOZ as set forth above, the council may impose requirements reasonably related to implementing the provisions of this chapter and to achieving the city's purpose and intent in enacting this chapter and Chapter 30.33. Such requirements may include a requirement that, prior to the continued use of the signs, the property owners in the ASOZ area shall execute development agreements with the city. Any such development agreements shall be adopted pursuant to, and in compliance with, the provisions of Government Code Section 65864 et seq. (as it exists or may hereafter be amended) and shall comply with the provisions of this chapter and Chapter 30.33 (where not in conflict with this chapter). Any development agreement allowing the use or continued use of the signs authorized by this chapter shall not permit or be construed to permit the signs authorized by an ASOZ in contravention with any of the requirements of this chapter. As part of any development agreement(s) approved by the council pursuant to this section, the city may impose additional requirements pertaining to the city's safety and aesthetic goals and payments or fees to the city in exchange for the benefits granted to the property owners by said development agreements. In the event an ASOZ is not extended, all signs, and other related fixtures, including lighting and framing allowed by the overlay zone shall be removed and the areas of the buildings where the signs are located shall be repaired to the condition prior to enactment of the ASOZ. (Ord. 5688, § 1, 2010)

**30.26.100 Development agreement required.**

Approval of an ASOZ, or an amendment to an ASOZ that increases or permits new, additional or different signage or sign media, shall be subject to the council's approval of a statutory development agreement (Government Code Section 65864 et seq.). Said development agreement shall govern the duration and regulation of the signage in accordance with the terms of this chapter and shall provide public benefits to the city which include, but are not limited to, signage, revenue sharing or other public benefits negotiated by the city and the ASOZ applicant. Said development agreement shall be approved 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. Notwithstanding the foregoing, this section does not in any way invalidate or modify any existing disposition and development agreement between the applicant and the city or the former Glendale Redevelopment Agency. Any development agreement executed pursuant to this section shall not permit or be construed to permit any sign inconsistent with the provisions of this chapter. (Ord. 5804, § 7, 2013; Ord. 5752 § 1, 2011; Ord. 5688, § 1, 2010)

**30.26.110 Permits required.**



It is unlawful for any person to construct, place, erect, maintain, alter or relocate within an ASOZ any sign, lighting fixture, framing or other structure associated with the sign permitted by an ASOZ without first obtaining a permit therefore from the building official. Nothing in this chapter shall be interpreted to mean that any permit or fee shall be required for maintaining and repairing existing signs which comply with the provisions of this chapter.

Prior to the issuance of an ASOZ sign permit applicants shall submit a complete final lighting and materials package to the director of community development for review and approval for conformance with this chapter. Such review and approval shall be completed within the time frames established by the Permits Streamlining Act and shall be based upon the criteria set forth in this chapter. (Ord. 5747 § 26, 2011; Ord. 5688, § 1, 2010)

#### **30.26.120 Violation—Penalty.**

Notwithstanding the provisions of Chapter 1.20 of this code, whenever in this chapter any act is prohibited or declared unlawful or the doing of any act is required, or the failure to do any act is declared to be unlawful, it shall be a misdemeanor, and any person convicted of such misdemeanor shall be punished by a fine not exceeding one thousand dollars (\$1,000.00). (Ord. 5688, § 1, 2010)

View the [mobile version](#).

**EXHIBIT "D"**

**ASOZ SITE MAP**

**(The ASOZ Site Map is on File with the City Clerk of the City of Glendale)**

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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.

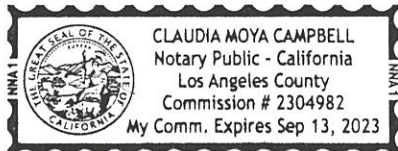
State of California

County of Los Angeles }

On February 13, 2020 before me, Claudia Moya Campbell, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Rick J. Caruso  
Name(s) of Signer(s)

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 Claudia Moya Campbell  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

## ACKNOWLEDGMENT

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 MARCH 4, 2020 before me, GLORIA MELENDEZ, NOTARY PUBLIC  
(insert name and title of the officer)

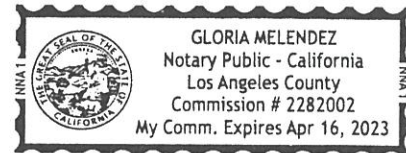
personally appeared YASMIN K. BEERS,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their 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)



Dean C. Logan  
Los Angeles County Registrar / Recorder  
12400 Imperial Highway, Norwalk, CA  
(800)201-8999

DOC ANALYSIS & RECORDING

NORWALK DEPARTMENT HEADQUARTER

Cashier: T. MOOREHEAD



\* 2 0 2 0 0 3 0 6 3 2 8 0 0 3 2 \*

Friday, March 06, 2020 2:02 PM

Item(s)

<u>Fee</u>	<u>Qty</u>	<u>Total</u>
------------	------------	--------------

Recorded Document Count = 1

20200268991

FREE RECORDING	1	\$0.00
AB 1168 REDACTION FEE	1	\$0.00
Electronic Recording Fee	1	\$0.00
Micrographics Fee	1	\$0.00
Days of Operation Fee	1	\$0.00
Indexing	1	\$0.00
ADDITIONAL PAGE FEE (REVE 43		\$0.00
ADDITIONAL PAGE FEE (STAT 43		\$0.00
ADDITIONAL PAGE FEE (IMPR 43		\$0.00
First Page Fee (Improvement)	1	\$0.00

Subtotal	=	\$0.00
----------	---	--------

<b>Total</b>		<b>\$0.00</b>
--------------	--	---------------

Customer payment(s):