

QUESTIONS

1. Now that the Development Agreement has been approved, does the City have discretion at any time to unilaterally change some of the terms? How and when could such changes be accomplished?
2. May NBC sell the Catalina portion of the property without City approval, and without City review or the exercise of City discretion?
3. If NBC decides to sell the Catalina property to a buyer who plans to develop it under the terms of the Development Agreement, does the City then have discretion to review the development, to deny some or all provisions of the development, and/or to add additional conditions?
4. The Development Agreement permits "media related uses." What is the definition of "media related uses"?
5. If there is a dispute over the interpretation of a term or a use in the Development Agreement, does the Agreement provide any guidance as to how to interpret such term or use?
6. Despite the lack of a specific definition for "media related uses" in the Development Agreement, can the City now, after the Agreement has been approved, unilaterally define this term as requiring 100% media uses?
7. How do we assure and enforce that the actual uses on the property meet the requirement of "media related uses"?
8. How can we ensure that when the land gets transferred to another owner that all mitigation will be preserved?
9. Particularly, in relation to the provisions that provide that when a threshold of development is reached, a certain mitigation measure is triggered, how will that be known or accounted for if the property is now under the ownership of two or more owners?
10. Will all the conditions remain in place for the development that was intended and will those conditions continue to apply, such as the requirement that the development will look as nice, etc.?
11. What was the assumed ambient growth (traffic, etc.) in the EIR?
12. Does the fact that there may soon be two different owners affect the access assumptions? That is, if there are multiple owners will that require additional access points, and will that result in increased traffic impacts?
13. If NBC can really sell a portion of its property and assign the rights of the Development Agreement, may this right to assign go on forever, or does it terminate at some point?
14. Is there anything we, as a City, can realistically do to limit the right to sell a portion of the property and to assign the Development Agreement in other current or future Development Agreements?
15. If a Development Agreement provides for no assignment without City approval, under what conditions can the City legally deny assignment?
16. Following the approval of the Development Agreement, do we have the right to determine if uses have been added or converted within existing buildings, and whether such uses meet the requirements of the Development Agreement, or are the City's rights limited to the construction and use of new buildings?
16. Does this proposed sale of a portion of the property affect the "Office Equivalent Gross Square Feet," as defined in the Burbank Municipal Code §31-2107?
17. What can we ask NBC to do as good neighbors because of long queues for shows on public sidewalks, etc?