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City of Anaheim  
200 South Anaheim Boulevard  
Anaheim, California 92805  
Attn: Jack White, Esq., City Attorney

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(For Recorder's Use Only)

**AMENDMENT OF USE RESTRICTION**  
**(Use Restriction Established by Deed)**

This Amendment of Use Restriction ("Amendment"), dated for reference purposes only as of July 20, 1999, is executed by the City of Anaheim ("City") and Ogden Entertainment, Inc., a Delaware corporation ("Ogden"), with reference to the following facts.

A. By Grant Deed ("Grant Deed") recorded December 30, 1997 in the Official Records of Orange County, California as Instrument No. 19970672347, City conveyed the real property described therein ("Property") to Ogden.

B. The Grant Deed set forth certain restrictions with respect to the use of the Property. The City and Ogden desire to amend the Grant Deed as provided below. All capitalized terms not otherwise defined in this Amendment have the meaning assigned in the Grant Deed.

THEREFORE, in consideration of the mutual promises set forth in this Amendment and for other good and valuable consideration, receipt and sufficiency which is hereby acknowledged, City and Ogden agree as follows:

1. Amendment of Use Restrictions. Section 4.6 of the Grant Deed is hereby amended to read in its entirety as follows:

"4.6 Use Restrictions.

(a) Unless a particular use or style is enjoined or prohibited by an order of a court of competent jurisdiction (or cannot be used due to an adverse claim relating to an intellectual property infringement action), the Property shall be used only for purposes of (i) as approved by the City Manager or his designee, operation of an audience participation dinner theater and restaurant known as Tinseltown ("Agreed Improvements"), as a restaurant/banquet facility providing breakfast, lunch, and/or dinner service (including meal service with or without cocktail service), or a concert/special event facility featuring concerts, shows and other forms of entertainment which may or may not include meal service, for the period from the date hereof to December 1, 2001, (ii) for the period commencing December 1, 2001 to December 1, 2008 as a restaurant or entertainment facility,

and (iii) thereafter, for any other use conforming to the ADP and Environmental Impact Report No. 320 previously certified by Grantor (the "EIR"), and not prohibited by the express terms of any lease in effect at the Benefitted Properties or applicable law, subject during the period through and including December 1, 2001 only, to the terms and conditions imposed by the City Manager or the City Manager's designee as to each specific use.

(b) Notwithstanding the foregoing, the Property shall not be used for any use not conforming to the ADP and the EIR, any use which creates a breach or default under the Declaration, or any of the uses set forth on Schedule 1 attached and incorporated herein by this reference, nor shall Ogden permit to be carried out at the Property any activity or use that constitutes a private or public nuisance, emits any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness, or loudness; emits any obnoxious odor; involves the use of any noxious toxic, caustic, hazardous, or corrosive fuel, gas, or other substance; produces dust or dirt; involves a risk of fire, explosion, or other dangerous hazard; involves the burning or incineration of garbage or refuse; or violates any applicable law or other restriction applicable to the Property.

(c) In the event Ogden desires to use the Property for a use not previously specifically approved pursuant to this Section 4.6 by the City Manager or his or her designee, Ogden shall apply to the City Manager of City (or his or her designee), and the City Manager may submit the request to the Planning Commission and the City Council of City to review and approve, disapprove, or conditionally approve the use. The application shall describe with particularity the use and the tenant, if any; the number of customers or guests reasonably anticipated; special operational concerns (such as security); the peak hours of the use; the anticipated parking requirements and any additional or redesigned improvements to be constructed in order to carry out the use. The application shall be accompanied by a fee in an amount determined by the City from time to time, to reimburse the City its reasonable costs of reviewing and processing the application. In determining whether a use shall be approved, the City shall consider whether the use is compatible with the goals and objectives of Area Development Plan Number 120 and the City's Conceptual Identity Plan for the Stadium Area (as the same are amended from time to time), whether adequate provision is made to mitigate adverse impacts to other users of the Reserved Property and adjacent properties from increased traffic or parking requirements, and whether the use is otherwise consistent with the ADP, EIR, the Stadium Lease and all applicable restrictions of record. In the event any use requires parking spaces for more than 550 cars or uses during periods other than the "Identified Use Period" as defined in the existing Parking License Agreement between Ogden and the City, any approval may be conditioned on Ogden providing additional parking off the Reserved Property, or, if the additional parking can be accommodated on the Reserved Property, on amendment of the existing Parking License Agreement between Ogden and the City as necessary, adjusting the fee

provided for by that agreement. All uses and reuses at the Property shall be carried out in accordance with applicable law, and Ogden shall have the responsibility to obtain all necessary governmental permits and licenses, including applicable permits, approvals and licenses of the City of Anaheim. Any approval granted by the City under this Section 4.6 is granted with respect to this document only, in the City's capacity as covenantee under this document and is in addition to the requirements of applicable ordinances and regulations, and all rights of City in exercising its police powers and authority.

(d) The authorization and approval described in this Section 4.6 is given by the City in its proprietary role as grantor of the Property and fee owner of the Benefited Properties. Ogden shall acquire, from the appropriate government bodies, all zoning requirements, variances, conditional use permits and other permits required for any use otherwise allowed under this instrument. Nothing contained herein shall be interpreted to restrict or diminish the power or authority of City in the exercise of its Charter or Constitutional police powers, or other statutory rights, or create liability by City to Ogden arising from any statutory or ministerial action of City acting in its regulatory or governmental capacity or exercising any police power."

2. Ratification. Except as otherwise expressly provided in this Amendment, the terms and conditions of the Grant Deed are hereby ratified and confirmed. The covenants and conditions set forth in the Grant Deed as amended by this Amendment are for the benefit of the City as covenantee and as owner of the Grantor Properties, run with the land owned by Ogden, and are binding upon each successive owner of the Property or of any portion of the land affected thereby and upon each person having an interest therein.

"CITY"

CITY OF ANAHEIM,  
a municipal corporation and charter city

Dated: \_\_\_\_\_, 1999

By: \_\_\_\_\_  
Tom Daly, Mayor

ATTEST:  
LEONORA SOHL, CITY CLERK

By: \_\_\_\_\_  
Leonora Sohl

APPROVED AS TO FORM  
JACK WHITE, CITY ATTORNEY

By: \_\_\_\_\_  
John E. Woodhead, IV  
Assistant City Attorney



"OGDEN"

OGDEN ENTERTAINMENT, INC., a  
Delaware corporation

Dated: \_\_\_\_\_, 1999

By: \_\_\_\_\_

Thomas C. Etter  
Its: Senior Vice President



STATE OF CALIFORNIA            )  
  )ss  
COUNTY OF ORANGE            )

On July \_\_\_\_, 1999, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared Tom Daly, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

STATE OF \_\_\_\_\_ )  
 )ss  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 1999, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared Thomas C. Etter, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

SCHEDULE 1  
PROHIBITED USES

1. Ambulance Services.
2. Automobile or truck service stations.
3. Automotive towing services.
4. Billboards, as defined in subsection 18.05.020.010 of Chapter 18.05 "Outdoor Advertising-Signs and Billboards" of the Anaheim Municipal Code.
5. Bingo establishments.
6. Christmas tree sales lots or stands, pumpkin patches, and other similar temporary seasonal lots or stands.
7. Cocktail lounges, except where clearly incidental to, and integrated within, a hotel or restaurant.
8. Commercial retail centers not in conformance with the objectives of Area Development Plan No. 120 and/or not compatible with other uses at the Reserved Property and/or not compatible with the adjacent sports stadium (Edison International Field of Anaheim).
9. Convenience markets or mini-markets.
10. Conversion of hotels to semi-permanent or permanent living quarters, except for caretaker or manager units.
11. Drive-In and drive-through lanes in connection with any use including, but not necessarily limited to, banks and restaurants; provided, however, that drive-through lanes may be permitted in connection with a parking structure when specifically approved by the City of Anaheim.
12. Explosive storage.
13. Headshops, defined as any commercial enterprise or establishment, whether ongoing or transient, which sells any devices, contrivances, instruments or paraphernalia as defined in subsection (g) of Section 7.10.020 "Definitions" of Chapter 7.10 "Advertising, Display and Sale of Paraphernalia to Minors" of the Anaheim Municipal Code.
14. Video rental stores.

15. Heliports, as defined in Section 18.01.090 (H) Words, Terms and Phrases" of the Anaheim Municipal Code.
16. Hospitals, defined as an institution providing primary health services or surgical care to persons or animals, primarily inpatients, suffering from illness, disease, injury, deformity and other abnormal physical or mental conditions, and including, as an integral part of the institution, related facilities such as laboratories, outpatient facilities or training facilities. For the purposes of this document, hospitals shall include convalescent homes, rest homes, sanitariums, institutions for the treatment of the mentally ill, birthing centers, and animal hospitals, all of which are defined in Chapter 18.01 "Definitions" of the Anaheim Municipal Code.
17. Industrial uses, as set forth in Chapter 18.61 "ML Limited Industrial Zone" and Chapter 18.63, entitled "MH Heavy Industrial Zone" of the Anaheim Municipal Code.
18. Kitchens or kitchenettes in connection with hotels, except where specifically permitted by the City of Anaheim when the hotel is constructed.
19. Mobilehome parks.
20. Motels.
21. Pawnshops or "secondhand" stores.
22. Advertising or other signs, except where specifically permitted by the City of Anaheim in connection with a Sign Plan or sign guideline for Sportstown Anaheim, and the Amended and Restated Lease Agreement by and between the California Angels L.P. and City of Anaheim Dated as of May 15, 1996.
23. Residential hotels or motels.
24. Sale of alcoholic beverages for off-premises consumption.
25. Sex-oriented businesses as defined in Section 18.89.020 (F) of Chapter 18.89 "Sex Oriented Businesses" of the Anaheim Municipal Code.
26. Single-family or multiple-family dwelling units, except for caretaker or manager units allowed as an accessory use integrated within a hotel.
27. Truck and trailer rental services.
28. Vacation ownership resorts, except as specifically approved in connection with a conditional use permit pursuant to Chapter 18.03 "Zoning Procedures - Amendments, Conditional Use Permits and Variances" of the Anaheim Municipal Code.

29. All outdoor aspects of permitted uses unless adequately screened in compliance with the Amended and Restated Lease Agreement by and between The California Angels L.P. and City of Anaheim Dated as of May 15, 1996.
30. Any use, activity or structure which is prohibited on the Reserved Property by the Amended and Restated Lease Agreement by and between The California Angels L.P. and City of Anaheim Dated as of May 15, 1996.
31. Any use, activity or structure which does not comply with Environmental Impact Report No. 320 and Area Development Plan No. 120, as adopted in connection with Sportstown Anaheim.