

MEETING DATE: September 12, 2011

AGENDA ITEM : 1) City Council Approval of a Financial Contribution Agreement and (2) City Council and Agency Board Approval of (a) a License Agreement Related to Construction of Temporary Parking Spaces, (b) a License Agreement for Use, Operation, Maintenance, and Repair of Temporary Parking Spaces, (c) an Option Agreement for Perpetual Easement, and (d) a Perpetual Easement Agreement related to the Expo Light Rail Project and the Washington/National Transit Oriented Development.

ATTACHMENTS

	<u>Pages</u>
1. Financial Contribution Agreement	1 – 19
2. License Agreement for Construction of Temporary Parking Spaces	20 – 42
3. License Agreement for Use, Operation, Maintenance, and Repair of Temporary Parking Spaces	43 – 64
4. Option Agreement for Perpetual Easement	65 – 100
5. Perpetual Easement Agreement	101 - 157

FINANCIAL CONTRIBUTION AGREEMENT FOR PHASE I OF METRO EXPOSITION LIGHT RAIL TRANSIT PROJECT

This Financial Contribution Agreement for Phase 1 of Metro Exposition Light Rail Transit Project ("Agreement") is made and entered into as of September [], 2011 by and between the City Of Culver City ("City"), a municipal corporation, and the Los Angeles County Metropolitan Transportation Authority ("LACMTA"), a California county transportation authority.

RECITALS

A. City is a municipal corporation incorporated under the laws of the State of California.

B. LACMTA is a California county transportation authority, existing pursuant to Public Utilities Code Section 130050.2, et seq.

C. The LACMTA Board of Directors has adopted a Funding Plan for Phase I of the Exposition Light Rail Transit Project (the "Project") that includes funding from federal, state and local sources.

D. The Project alignment, as more particularly described in Exhibit A hereto, runs through and terminates near the corporate boundary of City.

E. Section 132600 of the California Public Utilities Code establishes that the Project shall be designed and constructed by the Exposition Metro Line Construction Authority ("Authority"), with all funding sources to be identified and secured by LACMTA.

F. At its March 5, 2007 meeting, City's City Council authorized a local contribution of \$4,000,000 in value ("City's Total Contribution") toward the design and construction of the Culver City Station component of the Project, which includes all Project activities and work conducted within the boundary of the City of Culver City (the "Culver City Station Construction").

G. City's Total Contribution will be made by provision of funds from federal and state grants, funds from the Culver City Redevelopment Agency ("Agency"), credits for the City's construction of certain improvements, and in-kind credits for direct and indirect costs incurred by City and/or Agency, and agreed to by the Authority, for all activities or work relating to the Culver City Station Construction, all as more particularly summarized in Exhibit B attached hereto.

H. The parties desire to enter into this Agreement to provide a means for City to provide the City's Total Contribution, which includes \$2,261,719 in federal grant and local matching funds ("City's Federal Grant Funding Contribution"), toward the Culver City Station Construction.

I. The remaining balance of City's Total Contribution will be equal to \$4,000,000 less the amount of City's Federal Grant Funding Contribution (the "Remaining Balance").

J. The City, the Agency, the Authority and LACMTA have entered into that certain Memorandum of Understanding concerning the Expo Venice/Robertson station, the construction of certain parking facilities and the Culver City Redevelopment Project (the "MOU"). The funding obligations of the Agency set forth in the MOU are separate and distinct from the funding obligations set forth herein.

AGREEMENT

NOW, THEREFORE, in reliance on the foregoing and in consideration of the mutual covenants and promises herein provided, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and LACMTA, intending to be legally bound, do hereby agree as follows:

1.0 FEDERAL GRANT FUNDING COMMITMENT AND PAYMENT

1.1 City shall provide City's Federal Grant Funding Contribution to LACMTA, in an amount not-to-exceed \$2,261,719, toward Culver City Station Construction, as follows, and Expo will exercise reasonable efforts to utilize the federal funds in this amount:

Funding Sources	Federal	Local	Total
Section 5309 Funds (CA-04-0136)	\$ 1,146,600	\$ 286,650	\$1,433,250
ARRA Federal Section 5307 Transit - Capital Formula Allocation (CA-96-X042)	\$ 828,469	Not Applicable	\$828,469
Total Funding	\$ 1,975,069	\$ 286,650	\$2,261,719

1.2 LACMTA has submitted or will submit one or more invoices to the City for expenses incurred on the Culver City Station Construction as follows:

- An invoice or invoices in an aggregate amount not to exceed \$1,433,250 shall be submitted for reimbursement of activities designated for Section 5309 funds as listed in Exhibit C; and
- An invoice or invoices in an aggregate amount not to exceed \$828,469

shall be submitted for reimbursement of activities relating to Culver City Station Construction that are eligible for ARRA Federal Section 5307 Transit Capital Formula Allocation funding as listed in Exhibit C.

1.3 The invoices referenced in Section 1.2 above shall include documentation showing that the costs listed in the invoices have been paid for by or on behalf of LACMTA.

1.4 The total amount of City's Federal Grant Funding Contribution to be invoiced and paid under this Agreement shall not exceed \$2,261,719. City will pay in full each LACMTA-submitted invoice that is accompanied by documentation satisfying the requirements of Section 3.4 below within 30 days after the later of (a) the date of full execution of this Agreement, or (b) receipt of such invoice from LACMTA.

2.0 REMAINING BALANCE OF CITY'S TOTAL CONTRIBUTION; RELATED CITY OBLIGATIONS

2.1 The Remaining Balance shall be paid by City as follows:

2.1.1 As part of the Culver City Station Construction, LACMTA would have been responsible for certain sidewalk improvements, on the east side of Robertson Boulevard between Venice and Washington Boulevards, that will accommodate the future bus transit area along Robertson Boulevard (the "Robertson Improvements"). LACMTA and City agree that (a) the Authority will complete the design on the Robertson Improvements and provide City a set of signed construction drawings and AUTOCAD drawing files for City to construct the Robertson Improvements (collectively, the "Robertson Improvements Construction Drawings"); and (b) City shall be responsible for constructing, and will construct, the Robertson Improvements, at its sole cost and expense in accordance with the Robertson Improvements Construction Drawings as revised or amended by City in its reasonable discretion, provided that such revisions shall be at City's sole cost and expense. The Authority has estimated the cost to construct (including inspection) the Robertson Improvements is \$213,180 (the "Robertson Improvement Credit"). Since the City will now pay for and perform the construction of the Robertson Improvements, the Robertson Improvement Credit shall be applied toward the Remaining Balance, regardless of the actual cost of the Robertson Improvements.

2.1.2 City has provided, and shall continue to provide, staff and consultant services in connection with the Culver City Station Construction, as approved by the Authority. The value of such staff and consultant services has been estimated to be \$679,734 (the "City In Kind Credit"), as set forth in Exhibit D. The amount of the City In Kind Credit shall be applied toward the Remaining Balance, regardless of the actual value of staff and consultant services provided

by City in connection with the Culver City Station Construction.

2.1.3 City shall pay \$845,367 in cash to LACMTA (the "Cash Balance Amount"), which Cash Balance Amount shall be applied toward the Remaining Balance. The parties acknowledge that the Cash Balance Amount was calculated based on an assumption that all of the City's Federal Grant Funding Contribution will be paid to and utilized by LACMTA, with the Cash Balance Amount determined by taking the amount of the City's Total Contribution, i.e., \$4,000,000, and subtracting therefrom: (i) \$2,261,719 for City's Federal Grant Funding Contribution, and (ii) \$213,180 for the Robertson Improvement Credit, and (iii) \$679,734 for the City In Kind Credit. The Cash Balance Amount shall be paid by Agency no later than the date that is five (5) business days after the date of full execution of this Agreement.

2.2 LACMTA acknowledges that City intends to fulfill its obligation to make payment of the Cash Balance Amount through the expenditure of funds provided to City by the Agency. City represents and warrants that such funds have been provided to City by the Agency and are being held by City, for purposes of satisfying its obligation to make payment of the Cash Balance Amount, in an account that is funded by Agency and controlled by City and dedicated to the satisfaction of City's obligation to make payment of the Cash Balance Amount (the "LACMTA Funding Agreement Account"). Concurrently with City's execution of this Agreement, City will inform LACMTA of the balance of the LACMTA Funding Agreement Account (which shall not in any event be less than the Cash Balance Amount), and shall represent and warrant that there are no claims against such account or encumbrances thereon. City hereby agrees that it shall not take any action that will prevent the City from meeting its obligation to make payment of the Cash Balance Amount, including, without limitation, actions to encumber the LACMTA Funding Agreement Account, to transfer funds therefrom other than to make payment of the Cash Balance Amount, or to take on obligations to be satisfied from the LACMTA Funding Agreement Account.

2.3 The parties intend for a bike path to be constructed in connection with the Project. Within the boundaries of the City, Authority will construct a portion of the bike path on property owned by the City. To facilitate such construction, City hereby agrees to provide, and shall provide, at no out-of-pocket cost to LACMTA or the Authority, a mutually agreeable construction license granting the Authority access to and use of the City's property for purposes of constructing the bike path and related improvements, which license will allow for the City's review and for reasonable approval rights respecting the plans and specifications for the bike path. Such construction license shall be provided to LACMTA within 30 days of its request. From and after the completion of construction, but subject to any warranty obligations of the contractor(s) that construct the bike path and related improvements, City shall be responsible to operate and maintain the bike path consistent with the operation and maintenance of other bike paths within the City. City and Authority will reasonably cooperate with respect to enforcement of any construction warranty obligations of such contractor(s).

To facilitate the City's operation and maintenance of the portions of the bike path located on LACMTA property, LACMTA hereby agrees to provide, at no out-of-pocket cost to City, a license granting the City access to and use of LACMTA's property for purposes of operating and maintaining the bike path. Such license shall be granted pursuant to a standard LACMTA form of license agreement, as modified based upon revisions proposed by City and agreed to by LACMTA, and the parties hereby agree to negotiate the form of the license agreement in good faith.

2.4 The parties hereby agree that City and LACMTA shall each grant, convey and deed, to the other party or its designee, the interests in certain specified real estate as set forth on the Project Parcel Map and Real Estate matrix attached hereto as Exhibit E. All such real estate interests shall be granted, conveyed and deeded to the receiving party at no additional cost or expense to such party beyond that already paid to any party as of the date of this Agreement, and free and clear of any monetary liens or encumbrances not reasonably accepted by such party.

3.0 FEDERAL GRANT REPORTING, AUDIT AND INSPECTION OF RECORDS

3.1 LACMTA's Project-related records shall include, but not be limited to, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and other supporting evidence relied upon to substantiate charges related to the Project (hereinafter collectively referred to as "Project-related records"), any non-privileged portions of which shall be made available for inspection upon reasonable request therefore for purposes of inspection, audit and reproduction by City auditors or authorized representatives, to permit evaluation of expended costs.

3.2 City or any of its duly authorized representatives, upon written notice, shall be afforded reasonable access to non-privileged Project-related records, and shall be allowed reasonable access to interview any employees of LACMTA in connection therewith throughout the term of this Agreement. These Project-related records must be retained by LACMTA for a minimum of three years following final payment under this Agreement.

3.3 LACMTA shall provide all necessary documentation and information to assist City in the certification of the American Recovery and Reinvestment Act (ARRA) grant and Section 5309 grant included as part of City's Federal Grant Funding Contribution and compliance with all guidelines and requirements for these ARRA and Section 5309 grants. LACMTA agrees to comply with all applicable ARRA requirements and all applicable requirements under FTA Circular 5010.1C for activities included in the invoices referenced in Section 1.2 above.

3.4 Upon invoice submittal as set forth in Section 1.2 above, LACMTA shall provide information required for the ARRA grant and federal grant compliance, reporting and audit purposes in a timely manner, which may include (as applicable), but is not limited

to, the following:

- For works seeking ARRA Federal Section 5307 Transit Capital Formula Allocation funding as set forth in Section 1.2:
 - The number of jobs created;
 - Independent Cost Estimate (ICE) and how the ICE was developed; and
 - Cost or Price Analysis and how it was documented.
- Monthly vendor reports, which (as applicable) are due on the 5th of each month;
- FTA quarterly progress reports, which (as applicable) are due on the 15th of the month after the quarter;
- Disadvantaged Business Enterprise (DBE) reporting information; and,
- Sole-source justification, if applicable.

3.5 The information and reports referenced in Section 3.4 above shall be submitted to the authorized City representative as referenced in Section 8.0 below. LACMTA shall ensure Authority will have available for review, as needed, the certified payroll hours and labor compliance reports associated with the invoices submitted to City pursuant to Section 1.2 above.

4.0 TERM OF THE AGREEMENT

This Agreement shall become effective upon the date first referenced above and shall remain in full force and effect until City fulfills its funding commitment set forth in this Agreement. Except that LACMTA's obligation to maintain the Project-related records as provided in Section 3.2 hereinabove shall survive the expiration of the term of this Agreement.

5.0 INDEMNIFICATION

5.1 By LACMTA. Except for the negligence or willful misconduct of City and any of its boards, officers, agents, employees, assigns, and successors in interest, LACMTA undertakes and agrees to defend, indemnify, and hold harmless City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including LACMTA's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors or omissions by LACMTA or its employees and agents in connection with its activities under this Agreement.

5.2 By City. Except for the negligence or willful misconduct of LACMTA and any of its boards, officers, agents, employees, assigns, and successors in interest, City undertakes and agrees to defend, indemnify, and hold harmless LACMTA and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including City's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors or omissions by City or its employees and agents in connection with its activities under this Agreement.

6.0 INCORPORATION OF EXHIBITS

The following Exhibits are hereby incorporated into and made a part of this Agreement wherever referred to as though set forth in this Agreement at length, except where certain portions of specific Exhibits have been deleted or superseded by other Sections of this Agreement.

- Exhibit A: The Project Alignment
- Exhibit B: City's Total Contribution - Description and Breakdown
- Exhibit C: List of Designated Works for Section 5309 Funds and ARRA
Federal Section 5307 Funds
- Exhibit D: City In-Kind Credit
- Exhibit E: Project Parcel Map and Real-Estate Matrix

7.0 AMENDMENT TO AGREEMENT

This Agreement may only be modified, amended or otherwise changed in any manner by a written amendment executed by both of the parties.

8.0 AUTHORIZED REPRESENTATIVES

The following individuals and their successors are designated by City and LACMTA as the authorized representatives of the parties for implementation of this Agreement, and all correspondence and notices relative hereto shall be considered delivered when received by these individuals at the following addresses:

For the City: Art A. Ida
Transportation Director
4343 Duquesne Ave.
Culver City, CA 90232

For LACMTA: Arthur T. Leahy
Chief Executive Officer
Los Angeles County Metropolitan Transportation Authority

One Gateway Plaza, 99-25-1
Los Angeles, CA 90012-2932

With a copy to:

Gladys Lowe
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 99-23-3
Los Angeles, CA 90012-2932

9.0 OTHER TERMS AND CONDITIONS

9.1 This Agreement (including all Exhibits attached hereto) constitutes the full and complete understanding between the parties regarding the subject matter hereof and supersedes all prior understandings with respect thereto.

9.2 This Agreement shall be governed by California law and applicable federal law. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.3 The terms of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

9.4 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

9.5 Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement.

9.6 This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to sections are to this Agreement.

9.7 No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

[signatures on following page]

Made and entered into as of the date first above written, this Agreement is hereby executed.

CITY OF CULVER CITY

Dated: _____

By: _____

John Nachbar
City Manager

APPROVED AS TO FORM:

By: _____

Carol Schwab
City Attorney

[signatures continue on following page]

[Signature Page]

[signatures continued from previous page]

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

Dated:_____

By: _____

Arthur T. Leahy
Chief Executive Officer

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By:_____

JOYCE L. CHANG
Principal Deputy County Counsel

[Signature Page]

EXHIBIT A

The Project Alignment



14732242.7

EXHIBIT B

City's Total Contribution - Description and Breakdown

<u>Funding Source</u>	<u>Funding Amount</u>
ARRA Federal section 5307 transit Capital Formula Allocation	\$828,469
FTA 5309C Earmarks	\$1,146,600
Proposition 1B - Local Match to FTA 5309C	\$286,650
Robertson Improvement Credit	\$213,180
City In Kind Credit	\$679,734
Cash Balance Amount	\$845,367
Total	\$4,000,000

EXHIBIT C

List of Designated Works for Section 5309 Funds Under CA-04-0136 and ARRA Federal Section 5307 Transit - Capital Formula Allocation Funds Under CA-96- X042

Section 5309 Funds:

As approved by the Federal Transit Administration (FTA) under Grant CA-04-0136, the activities eligible for funding will be consistent with the Documented Categorical Exclusion (DCE) / Finding of No Significant Impact (FONSI) / Record of Decision (ROD) issued on February 24, 2006.

These grant funds will be used for bus-related improvements including design and construction of the multi-modal transit center and related improvements such as landscaping, bus stop area street improvements, and pedestrian improvements.

Below is a sample list of eligible activities:

Westbound Washington Boulevard Improvements (Between National to Landmark)
Construct bus pad (including construction work at Howard Industries)
Remove and replace trees
Reconstruct sidewalk pavement
Reconstruct curb and gutter
Widening roadway to accommodate the third travel lane (the taper at the bus stop) to include bus movements
Relocate street lights
Traffic signal and signing/striping works at Washington/National
Bike Path
Multi-use path
Signing and striping
Lighting
Landscaping
Connections from multi-use path to cul-de-sacs
Utility (water and sewer) connections to Operator Facility and future Clean Mobility Center
Operator Facility
Total Estimated Eligible Costs; \$1,433,250

ARRA Federal Section 5307 Transit - Capital Formula Allocation Funds:

The ARRA fund shall be used to pay for Bid Item Roll-up #190 – “Bar Reinforcing Steel – Bridge” as listed in the C5 Work Package below.

MID-CITY / EXPOSITION LIGHT RAIL TRANSIT				707 WILSHIRE BLVD., SUITE 3400 LOS ANGELES, CA 90017 - 3720 (tel. 213-243-5634 fax. 213-243-5656		F C I FLUOR PARSONS		a joint venture			
Mid City Exposition Line Work Package C5 - Venice/Robertson Aerial Station											
Construction Payment Application											
% Calculation Method	Unit of Payment	Bid Item Roll-up	Description	Schedule of Values \$	Through 4/20/2010		Previous Month's Cumulative		Current Month Incremental		
					% Complete	\$ Billed	% Complete	\$ Billed	% Complete	\$ Billed	
% Quantity	LSFP	5	Clear & Grub	\$ 78,377	100.00%	\$ 78,377.00	100.00%	\$ 78,377.00	0.00%	\$ -	
% Quantity	LSFP	10	Demolish Existing Facilities	\$ 81,584	100.00%	\$ 81,584.00	100.00%	\$ 81,584.00	0.00%	\$ -	
% Quantity	LSFP	20	Temporary Railing - Type K	\$ 32,334	100.00%	\$ 32,334.00	100.00%	\$ 32,334.00	0.00%	\$ -	
% Quantity	LSFP	30	Temporary Crash Cushions	\$ 13,249	100.00%	\$ 13,249.00	100.00%	\$ 13,249.00	0.00%	\$ -	
% Quantity	LSFP	40	Portable Changeable Message Boards	\$ 12,800	100.00%	\$ 12,800.00	95.00%	\$ 12,160.00	5.00%	\$ 640.00	
% Quantity	LSFP	45	Furnish and Install Anodes	\$ 32,101	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	
% Quantity	LSFP	70	Temporary Fence	\$ 70,520	100.00%	\$ 70,520.00	100.00%	\$ 70,520.00	0.00%	\$ -	
% Quantity	LSFP	90	Structure Excavation - Bridge	\$ 8,343	100.00%	\$ 8,343.00	100.00%	\$ 8,343.00	0.00%	\$ -	
% Quantity	LSFP	100	Structure Excavation - Wall	\$ 6,882	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	
% Quantity	LSFP	110	Structure Backfill - Bridge	\$ 29,114	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	
% Quantity	LSFP	120	Structure Backfill - Wall	\$ 23,162	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	
% Quantity	LSFP	130	24" CIDH Pile	\$ 86,993	100.00%	\$ 86,993.00	100.00%	\$ 86,993.00	0.00%	\$ -	
% Quantity	LSFP	140	132" CIDH Pile	\$ 1,481,402	100.00%	\$ 1,481,402.00	100.00%	\$ 1,481,402.00	0.00%	\$ -	
% Quantity	LSFP	150	144" CIDH Pile	\$ 4,136,528	100.00%	\$ 4,136,528.00	100.00%	\$ 4,136,528.00	0.00%	\$ -	
% Quantity	LSFP	160	180" CIDH Pile	\$ 2,010,985	100.00%	\$ 2,010,985.00	100.00%	\$ 2,010,985.00	0.00%	\$ -	
% Quantity	LSFP	165	Isolation Casing Covers	\$ 468,310	17.78%	\$ 83,283.78	17.78%	\$ 83,283.78	0.00%	\$ -	
% Quantity	LSFP	170	Structure Concrete - Bridge Column	\$ 1,170,584	87.70%	\$ 1,026,602.17	71.25%	\$ 834,041.10	16.45%	\$ 192,561.07	
% Quantity	LSFP	180	Structure Concrete - Wall	\$ 65,485	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	
% Quantity	LSFP	185	Anti-Graffiti Coating	\$ 66,656	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	
% Quantity	LSFP	190	Bar Reinforcing Steel - Bridge	\$ 2,444,541	99.70%	\$ 2,437,207.38	99.40%	\$ 2,429,873.75	0.30%	\$ 7,333.62	
% Quantity	LSFP	200	Bar Reinforcing Steel - Wall	\$ 19,419	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	
% Quantity	LSFP	210	Metal Railing	\$ 17,060	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	
% Quantity	LSFP	220	Miscellaneous Metal - Deck Drainage System	\$ 138,434	60.00%	\$ 83,060.40	40.00%	\$ 55,373.60	20.00%	\$ 27,686.80	
% Quantity	Allowance	LNTF 3	Procure Elevators/Bearing Assemblies	\$ 1,700,000	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	
% Quantity	NTE	LNTF 4	Acceleration of the Foundation Work	\$ 232,017	100.00%	\$ 232,017.00	100.00%	\$ 245,000.00	0.00%	\$ (12,983.00)	
% Quantity	NTE	LNTF 5	Aerial Structure Abutment No. 1 and	\$ 1,480,750	3.71%	\$ 54,948.09	0.00%	\$ -	3.71%	\$ 54,948.09	
S/T Items Measured by Physical Construction Progress				\$ 15,892,529	75.07%	\$ 11,930,233.82	91.60%	\$ 11,660,047.24	-16.53%	\$ 270,186.58	
* The Following are to be adjusted by Change Order											
% Work Complete		1	General Conditions (See Below)+D55	\$ 1,208,150	93.39%	\$ 1,128,291.29	91.60%	\$ 1,106,665.40	1.79%	\$ 21,625.88	
% Work Complete		50	Traffic Control System	\$ 106,184	93.39%	\$ 99,165.24	91.60%	\$ 97,264.54	1.79%	\$ 1,900.69	
Lump Sum		60	Temporary Detour	\$ 53,646	100.00%	\$ 53,646.00	100.00%	\$ 53,646.00	0.00%	\$ -	
Lump Sum		65	Remove Detour, Restore Existing	\$ 51,838	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	
% Work Complete		80	SWPPP	\$ 170,620	91.60%	\$ 156,287.92	91.60%	\$ 156,287.92	0.00%	\$ -	
% Work Complete		230	Noise/Vibration Monitoring	\$ 100,000	93.39%	\$ 93,390.00	91.60%	\$ 91,600.00	1.79%	\$ 1,790.00	
% Work Complete		240	Bond (Included in Mark-up)	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	
% Work Complete		250	Sub-Bond	\$ 184,000	100.00%	\$ 184,000.00	100.00%	\$ 184,000.00	0.00%	\$ -	
% Work Complete		260	CCIP (being discussed)	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	
% Work Complete		280	Safety	\$ 312,540	93.39%	\$ 291,881.11	91.60%	\$ 286,286.64	1.79%	\$ 5,594.47	
% Work Complete		285	Labor Wage Escalation	\$ 72,000	93.39%	\$ 67,240.80	91.60%	\$ 65,952.00	1.79%	\$ 1,288.80	
% Work Complete		290	Mark up(Fee Section of the Invoice)	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	
Lump Sum	Per GR 01505	9050	Mobilization	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	
TOTAL Construction (Orig. Scope)				\$ 18,151,507	77.15%	\$ 14,004,136.17	82.10%	\$ 13,701,749.74	-4.95%	\$ 302,386.43	
	T & M	CO 27.05	Temporarily Divert Storm Water Drainage for Property	\$ 3,000	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	
	T & M	CO 132.00	Identify Source of Water Leak and Provide Support for	\$ 15,000	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	
	T & M	CO 157.00	Slurry Backfill of Abandoned Electric Pole Foundation	\$ 1,000	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	
Total Approved Change Orders				\$ 19,000	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	
TOTAL				\$ 18,170,507	77.07%	\$ 14,004,136.17	82.02%	\$ 13,701,749.74	-4.95%	\$ 302,386.43	
Less Retention						0.00%	\$ (689,624.73)	0.00%	\$ (689,624.73)	0.00%	\$ -
TOTAL Billing						\$ 13,314,511.44		\$ 13,012,125.01		\$ 302,386.43	

Approved: _____

Date: 5-25-10

EXHIBIT D

City In-Kind Credit

STAFF TIME COSTS	
ACTIVITIES	Total
Estimated Hours	
September 10, 2003 Draft Final Basis of Design (approx. 34 pages/cursory review)	\$5,429
2004 Draft Grade Crossing Policy	
May 6, 2005 Preliminary Engineering Drawings. Final Draft.	
June 3, 2005 Preliminary Engineering Drawings Performance & Technical Specifications	
June 16, 2005 Preliminary Engineering Drawings La Brea to Venice, La Cienega North Alternative (approx. 71 pages/detailed review)	
December 22, 2005 Culver City Station Final Draft Plans (approx. 54 pages)	
Documented Time Sheets	
November 20, 2006 30% Segment C Drawings (review 2 of 5 volumes - approx. 135 pages and Response to PE Comments 10 pages)	\$40,877
May 7, 2007 C4 Bridge Replacement Drawings & Technical Specifications, Foundation & Drainage Reports	
June 11, 2007 C1 & C2 60% - Utility Drawings & Corridor Improvements, and C4 Technical Specifications, Fixed Facilities & related reports.	
September 7, 2007 85% C4 Drawings & Additional Submittal 60% Drawings	
October 6, 2007 C1 & C2 60% Utility & Volume 3 Corridor Improvements (approx. 26 pages / detailed review), Design Report and Noise and Vibration Technical Memorandum.	
November 2007 60% Submittal	
November 27, 2007 Traffic Control Plan for C4 Ballona Creek Bridge Replacement (3 pages/detailed review)	
February 18, 2008 85% C1 & C2 Design Package Drawings & Reports	
April 30, 2008 Seg. C2C Street Light Plan	
May 15, 2008 C1 & C2 85% Volume 3 (12 pages/detailed review). Advanced Partial Design.	
July 3, 2008 30% C5 Drawings, Design Report, Response for Comments 60% Drawings	
Board staff support	
Payroll Hours (FY2009-FY2010)	
FY2008-2009 *	\$43,772
FY2009-2010 *	\$79,608
FY2010-2011 (Projected) *	\$88,391
FY2011-2012 (Projected) *	\$44,196
STAFF TIME GRANT TOTAL	\$302,275

*Works include: Expo Coordination Meeting (Internal), Design Coordination Meeting (External), Community meetings, All plan review meetings / Construction field meeting & investigations, and Traffic Control Plans. Note: This document does not reflect all the hours done by City staff because they did not track their hours.	
CONSULTANT COSTS (April 1, 2011)	
The Nickerson Company (Current Amend. Contract \$60,000 + Anticipated additional \$30,000 to complete project = \$100,000)	\$100,000
Bellur Devaraj	\$25,000
Rob Greene - Parsons Brinckerhoff America, Inc / URS	\$19,316
Psomas	\$10,000
Aztec	\$30,000
The Nickerson Company (Bike Path & Related Improvements Construction Inspection)	\$15,000
CONSULTANT COSTS TOTAL	\$199,316
CITY PERMIT FEES WAIVED	
PWD -Engineering Division Permit for Work in Public Right-of-Way - FFP	\$50
PWD -Engineering Division Permit for Work in Public Right-of-Way - BBII	\$50
PWD -Engineering Division Transportation Permits - FFP & BBII (Jan 09 to Jan 11 - 157 Permits) and (Estimate 2011 - 45 Permits)	\$5,646
CCFD - Special Permit - Drum (2 - Oil Smell) Removal	\$520
CCFD - Suppression/Detection System Permit	\$2,205
CCFD - Fire Alarm Monitoring System Permit	\$1,672
CITY PERMIT FEES WAIVED TOTAL	\$10,143
MISCELLANEOUS PARKING/TRAVEL COSTS FOR MEETING ATTENDANCE AT EXPO OFFICES	\$1,000
EDISION UNDERGROUNDING - NATIONAL BL / EXPO RELATED	\$167,000
CITY IN KIND CREDIT (TOTAL OF ALL COSTS ABOVE)	\$679,734

EXHIBIT E
Project Parcel Map and Real-Estate Matrix
[Project Parcel Map begins on following page]

Parcel Map Reference Number and APN	Ownership Interest Transferred / Rights Conveyed	Transfer or Convey From / To
FFP-152 APN: 4206-035-048	Fee	A & E Trust to City
FFP-154 APN: 4205-020-900 and 4205-020-901	Fee	LACMTA to City
FFP-156 APNs: 4312-031-900 and 4312-028-902	Surface and Subsurface Easements	LACMTA to City
FFP-173 APN: 4132-028-902	Fee	LACMTA to City
FFP-158 APN: 4312-026-900 (portion)	Fee	City to LACMTA
FFP-160 APN: N/A	Fee	City to LACMTA
WE-611 APN: 4312-026-900 (portion)	Quitclaim (relinquishing existing easement rights)	City to LACMTA
WE-676 APN: 4312-026-900 (portion)	Quitclaim (relinquishing existing easement rights)	City to LACMTA
WE – 606 (Hull Pkg Lot) APN: 4312-028-036	Fee	Agency/City to City for Roadway
FFP-163 (TOD) APN: 4312-014-919	Fee	Agency to City for Roadway
FFP-155 (Fmr. Westbound National R/W) APN: N/A	Construction License Agreement for Bike Path and related improvements	City to Authority
FFP-178 Expo Transit Parkway APN: 4205-020-902; 4312-025-901; and, 4312-028-903 and 904	License Agreement for Access and Maintenance of Bike Path	LACMTA to City
WE-667 (Pending) APN: 4312-026-017	License and Indemnity Agreement (Street Use)	Private Property Owners (Helms Ave.) to City
WE-615 APN: 4312-028-038	Fee – Completed and Recorded	Legado/LACMTA to City
WE-668	Fee – Completed and	Private Property Owners

APN: 4312-028-036	Recorded	(Helms Ave.) to City
-------------------	----------	----------------------

[Project Parcel Map to be attached]

**LICENSE AGREEMENT
FOR CONSTRUCTION OF TEMPORARY PARKING SPACES**

THIS LICENSE AGREEMENT FOR CONSTRUCTION OF TEMPORARY PARKING SPACES (“Agreement”) is entered into as of September [___], 2011 by and among the Exposition Metro Line Construction Authority (“Authority”), the Culver City Redevelopment Agency (“Agency”), and the City of Culver City (“City”), with reference to the following:

RECITALS

- A. The Authority is a public entity created by the California State Legislature pursuant to Public Utilities Code (“PUC”) section 132600 for the purpose of awarding and overseeing final design and construction contracts for the completion of the Los Angeles - Exposition light rail transit project from Metro Rail station at 7th and Flower streets in the City of Los Angeles to the Downtown area of the City of Santa Monica (“EXPO LRT Project”).
- B. City is a municipal corporation created and empowered in accordance with its charter and the constitution of the State of California.
- C. Los Angeles County Metropolitan Transportation Authority (“LACMTA”) is a public entity created by the California State Legislature pursuant to PUC sections 130050.2 *et. seq.* for many purposes including, but not limited to, the design, construction, and operation of rail and bus transit systems and other transportation facilities in Los Angeles County.
- D. Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under Chapter 2 of the Community Redevelopment Law of the State of California, and, in conjunction with the City, is carrying out the Culver City Redevelopment Project (the “Redevelopment Project”) in which a portion of the EXPO LRT Project is to be located.
- E. Phase 1 of the EXPO LRT Project is an approximately 9 mile light rail line extending southward from Downtown Los Angeles to Exposition Park, and then westward along Exposition Boulevard to Venice Boulevard/Robertson Boulevard, and traversing through and ending at the aerial Culver City station.
- F. City and Agency are in the process of carrying out the redevelopment of a portion of the Redevelopment Project known as the “Washington National Project”. The Washington National Project is anticipated to be partially located within the City-owned property shown on Exhibit “A” attached hereto and incorporated herein by reference (collectively, the “Triangle Property”).

- G. LACMTA, Agency, Authority and City entered into that certain Memorandum of Understanding executed as of January 18, 2011 (“MOU”) which concerns the EXPO Station and provides for the undertaking of certain expenditures and related commitments to enhance the implementation of the respective projects of the parties to the MOU in a manner consistent with the interests of such parties.
- H. LACMTA, Agency, and City are concurrently entering into that certain License Agreement for Use, Operation, Maintenance and Repair of Temporary Parking Spaces (“Parking License Agreement”), dated as of even date herewith, which concerns the use, operation, maintenance and repair of the “Temporary Spaces” and “Replacement Parking” (as defined therein).
- I. LACMTA, Agency, and City are concurrently entering into that certain Option Agreement (“Option Agreement”), dated as of even date herewith, which concerns the grant of an option to acquire an easement over the northerly 91 feet of the LACMTA-owned 150-foot-wide parcel that is located between Venice Boulevard and Washington Boulevard, as more fully described in the Option Agreement.
- J. In furtherance of the MOU, Authority, Agency and City desire to enter into this Agreement to provide Authority with a non-exclusive license to construct certain temporary parking spaces on the Triangle Property, subject to all of the terms and conditions of this Agreement. Authority, Agency and City are herein referred to individually as a “Party” and collectively as the “Parties.”

NOW, THEREFORE, in consideration of the recitals set forth above, the covenants, conditions and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, City, Agency, and Authority, intending to be legally bound, hereby agree as follows:

1. License for Construction of Temporary Parking Spaces; Definitions.
 - a. Effective upon the Effective Date, subject to all of the terms and conditions of this Agreement, City hereby grants to Authority and its agents, employees and contractors (each individually a “Licensee” and collectively the “Licensees”) a non-exclusive temporary license to enter upon and across the Triangle Property for the sole purpose of constructing up to six hundred (600) parking spaces as shown on Exhibit “B”, which spaces shall initially constitute the Temporary Spaces, within the Triangle Property, and for no other purpose.
 - b. Subject to and as discussed in Section 6.c below, City, the Agency and Authority acknowledge and agree that this Agreement and the non-exclusive license granted herein is subject to the rights granted pursuant to that certain Right of Entry and Remediation Agreement entered into by and between the Agency and TWS Products Inc. (“TWS”) dated as of May 4, 2009, and the Right of Entry entered into in connection thereto by and between Agency and TWS dated as of May 4, 2009 (both agreements collectively, the “TWS Right of Entry”), true and correct

copies of which are attached hereto as Exhibit “C”, and the Agency and City may undertake certain remediation. The parties respective rights and obligations respecting the license granted hereunder, and the TWS Right of Entry, and the Agency’s and City’s potential remediation activities are discussed and addressed in Section 6(c) below.

c. Definitions. As used in this Agreement the following terms shall have the following meanings:

- (1) “Effective Date” means that date set forth in the preamble to this Agreement; provided that the grant of license herein shall have no operative effect unless and until Authority has provided to Agency and City proof of the insurance as required by Section 11 below.
- (2) “EXPO Phase 2 Completion Date” means the date revenue operations commence for the Phase 2 LRT EXPO Project from Venice/Robertson to the station at which such Phase 2 actually terminates.
- (3) “Hazardous Materials” means any substance, material or waste which is or becomes regulated by the United States government, the State of California, or any local or other governmental authority, including, without limitation, any material, substance or waste which is (i) defined as a “hazardous waste”, “acutely hazardous waste”, “restricted hazardous waste”, or “extremely hazardous waste” under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code; (ii) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code; (iii) defined as a “hazardous material”, “hazardous substance”, or “hazardous waste” under Section 25501 of the California Health and Safety Code; (iv) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code; (v) petroleum; (vi) asbestos; (vii) a polychlorinated biphenyl; (viii) listed under Article 9 or defined as “hazardous” or “extremely hazardous” pursuant to Article 11 of Title 22 of the California Code of Regulations, Chapter 20; (ix) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act (33 U.S.C. Section 1317); (x) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. Section 6903); (xi) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601); or (xii) any other substance, whether in the form of a solid, liquid, gas or any other form whatsoever, which by any governmental requirements either requires special handling in its use, transportation, generation, collection, storage, treatment or disposal, or is defined as “hazardous” or is harmful to the environment or capable of posing a risk of injury to public health and safety.

- (4) “Ince Parking Garage” shall have the meaning given such term in the Parking License Agreement.
 - (5) “Replacement Spaces” shall have the meaning given such term in the Parking License Agreement.
 - (6) “Temporary Spaces” shall have the meaning given such term in the Parking License Agreement.
2. Term. The grant of the Authority’s license upon and across the Triangle Property shall be effective on the Effective Date as defined in Section 1.c.(1), above, and shall continue in effect until the earliest to occur of the following:
- a. The date LACMTA is required to vacate the Temporary Spaces and Triangle Property pursuant to and in accordance with Section 2 of the Parking License Agreement; or
 - b. The date which constitutes the “Effective Date” as defined in the Parking License Agreement; or
 - c. The date the Option Agreement is terminated in accordance with the terms and provisions of the Option Agreement.

Upon written request therefor by any Party following expiration or termination of this Agreement, Authority, Agency and City shall promptly execute a termination agreement or other duly executed documentation acknowledging the expiration or termination of this Agreement.

3. Cost for Temporary Spaces. Authority shall be responsible, at its own cost and expense, for the design, development, installation and construction of the Temporary Spaces. Authority shall design, develop, install and construct the Temporary Spaces in accordance with all of the terms and conditions of this Agreement, including, without limitation, Exhibit “B”, Exhibit “F” and Exhibit “G”.
4. No Relocation Benefits. Without limiting any of Agency or City’s obligations under this Agreement, Authority acknowledges and agrees that neither it nor any Licensee shall be entitled to any relocation benefits or payments arising out of its vacation of any temporary parking spaces within the Washington National Project or the expiration or termination of this Agreement. Authority knowingly, voluntarily and intelligently waives for itself and all Licensees any such benefits or payments. Nothing in this Section reduces or modifies the Agency and City obligations to provide the Temporary Spaces or the EXPO Spaces.
5. No Transfer of Real Property Interest in Triangle Property. Nothing in this Agreement shall be interpreted as, or otherwise deemed to be, a transfer or conveyance of any real property interest whatsoever between Agency and/or City and Authority. The parties acknowledge and agree that nothing in this Agreement shall be interpreted as an

agreement for the lease of the Triangle Property by Authority. Any agreement for the use of the Triangle Property for any purpose(s) other than the purpose set forth in this Agreement (including, without limitation, the right to use, maintain, repair, replace and/or operate the Temporary Spaces, which is addressed in the Parking License Agreement) must be the subject of a separate written agreement between the parties.

6. Temporary Spaces and Work on the Triangle Property.

- a. The Authority shall design, develop, install and construct the Temporary Spaces, or cause the Temporary Spaces to be designed, developed, installed and constructed, as shown on that certain Temporary Parking Plan, as annotated, attached hereto as Exhibit "B" and incorporated herein by reference and in accordance with and pursuant to the scope of work and schedule of performance attached hereto as Exhibit "E" and Exhibit "F", respectively, and incorporated herein by reference.
- b. Authority and each Licensee shall perform all work on the Triangle Property ("Work") in a safe and workmanlike manner and in full compliance with all applicable statutes, laws, rules, regulations and orders (collectively, "Applicable Laws"), including, without limitation, such statutes, laws, rules, regulations and orders relating to Hazardous Materials, workers' compensation, and workplace safety. Authority shall, at its sole cost and expense, take all necessary action required to assure that all Work complies with Applicable Laws, including obtaining, maintaining and complying with any necessary governmental permits or approvals.
- c. Authority, Agency and City each acknowledges its understanding that the Triangle Property requires environmental remediation as required by the Los Angeles Regional Water Quality Control Board ("LARWQCB"). The parties acknowledge that TWS is the former owner of one of the properties that comprise the Triangle Property, Alpha Environmental ("Alpha") is TWS's environmental consultant, and it is currently anticipated that Alpha will perform certain environmental remediation on the Triangle Property pursuant to LARWQB requirements, but it is possible that Alpha may not commence or complete the environmental remediation and, in that event, the Agency or City or their respective agents, employees and/or consultants may perform the environmental remediation. In connection with such anticipated remediation by Alpha, City, Agency or their respective agents, employees and/or consultants, each of Authority, City and Agency hereby acknowledges that (i) Alpha has not been engaged as an employee, consultant or agent of Agency or City; (ii) the anticipated environmental remediation of the Triangle Property requires that certain testing facilities and equipment be located on the Triangle Property throughout the remediation, and the entity(ies) performing the environmental remediation will require reasonable access to the testing facilities and equipment from time to time as needed throughout the remediation; (iii) testing facilities and equipment are comprised of six (6) on-site monitoring well locations in the areas

depicted on Exhibit "D" attached hereto and incorporated herein by reference; (iv) it is currently anticipated the remediation will require an approximate 12'x12' vapor extraction equipment area; (v) the approximate anticipated location for the 12'x12" vapor extraction equipment area is also depicted on Exhibit "D", which is the Temporary Parking Plan with an overlay depicting the existing six (6) on-site monitoring well locations and the approximate anticipated location of the 12'x12" vapor extraction equipment area; (vi) the persons and entity(ies) performing the environmental remediation are expected to require reasonable access to the Triangle Property as generally described in Exhibit "E" attached hereto and incorporated herein by reference; (vii) it is currently anticipated that two additional on-site monitoring well locations will be installed on the Triangle Property as discussed in Exhibit "E" and that during the trenching and construction/installation phase of remedial action the entity(ies) performing the environmental remediation will need to trench and install a dual phase extraction ("DPE") system in a location on the Triangle Property to be reasonably determined and pipes related to the DPE will be installed underground connecting the monitoring well locations to the DPE unit; (viii) Exhibit "D" and Exhibit "E" each provide a general depiction and a general description, respectively, of anticipated remediation activities, and one or both may need to be reasonably modified from time to time during the remediation of the Triangle Property, provided that any modification that materially and adversely impact's Authority or the Work shall not have any force or effect as to Authority without its prior written consent, which shall not be unreasonably withheld; (ix) City and Agency, working with TWS and Alpha, and Authority, working with its Licensees, shall each jointly coordinate site access and construction activities and the planned remediation to minimize disruption of each other respecting activities on the Triangle Property. Any amendments or modifications to the TWS Right of Entry that materially and adversely impact Authority shall not have any force or effect as to Authority without its prior written consent, which shall not be unreasonably withheld. Authority and its Licensees shall exercise reasonable efforts to coordinate all grading, construction and other Work on the Triangle Property so as to minimize disruption to the remediation of the Triangle Property (including, without limitation, the testing facilities and equipment and access to the testing facilities and equipment). Neither Authority nor any of its Licensees shall in any way disturb, damage or destroy any testing facilities or equipment, including, without limitation, the well heads of the on-site monitoring well locations, the 12'x12" vapor extraction equipment area, or the DPE unit and related underground pipes (in each case to the extent that the City and Agency accurately identify their location within the limits of the Triangle Property), and each Party shall be responsible, at its cost and expense, to repair and/or restore any damage or destruction, caused by or on behalf of such Party, to any other Party's property, equipment or improvements on the Triangle Property, including damage or destruction to any testing facilities or equipment such as the well heads of the on-site monitoring well locations, the 12'x12" vapor extraction equipment area, or the DPE unit and related underground pipes (in each case to the extent that the City and Agency accurately identify their location within the limits of the

Triangle Property). City and Agency shall exercise commercially reasonable efforts to ensure that Alpha and TWS maintain and operate any testing facilities or equipment in accordance with Applicable Laws.

7. Contractors/Subcontractors/Consultants. No contractual, legal or other relationship shall be created between or among Agency and/or City and any Licensee or any contractor, subcontractor or consultant engaged by Authority or any Licensee. This Agreement shall not create any obligation on the part of Agency or City to pay or to see that the payment of any sum is made to any Licensee or any contractor, subcontractor or consultant engaged by Authority or any Licensee.
8. Liens. Authority hereby agrees that no mechanic's or materialmen's or other liens or encumbrances shall be filed or remain in effect against any portion of or interest in the Triangle Property as a result of the Authority's or any Licensee's act or omission. In the event any such liens or encumbrances described above are filed against any portion of or interest in the Triangle Property, the Authority shall promptly perform any actions and make any payments that may be required to release or bond over any such liens or encumbrances not later than sixty (60) days after such filing.
9. Environmental Provisions Relating to LACMTA Parcel, Easement Area, and Triangle Property.
 - a. Agency, City and Authority each hereby agrees that the Triangle Property requires environmental remediation as required by the LARWQCB, and that such required remediation and any underlying presence of Hazardous Materials on or about the Triangle Property are not the responsibility of the Authority. Subject to the foregoing, to the extent required by Applicable Law, Authority agrees that Authority shall be responsible, at its sole cost and expense, for remediating, disposing of, and/or removing any Hazardous Materials stored, disposed of or released on, in, or under the Triangle Property directly by Authority or any of its officials, employees, contractors, subcontractors, agents, or consultants or caused by Authority's or any of its officials, employees, contractors, subcontractors, agents, or consultants use of or operations on the Triangle Property. Authority agrees that Authority shall be responsible, at its sole cost and expense, for repairing and restoring any damage to the Triangle Property to the extent such damage is caused by any such remediation, disposal and/or removal for which the Authority is responsible under this Section 9(a). Authority agrees that Authority's remediation, removal and/or disposal pursuant to this Section 9(a), if any, shall be completed pursuant to Applicable Law.
 - b. Authority shall indemnify, protect, defend and hold harmless the Agency and City and their respective officers, employees, contractors and agents, with counsel reasonably acceptable to Agency and City, from and against any and all loss, liability, damage, claim, cost and expense (including reasonable attorneys' fees, court and litigation costs and fees of expert witnesses) resulting or arising from the existence, release, presence or disposal on, in, under, about or adjacent to the

Triangle Property to the extent caused directly by Authority or any of its officials, employees, contractors, subcontractors, agents, or consultants or caused by Authority's or any of its officials, employees, contractors, subcontractors, agents, or consultants use of or operations on the Triangle Property.

- c. Nothing in this Agreement shall release or discharge Authority from ownership responsibilities relating to Hazardous Materials under applicable local, state, and federal laws, rules, orders or regulations.
- d. The provisions of this Section 9 (including, without limitation, the indemnification set forth herein) shall survive the expiration or termination of this Agreement.

10. Indemnification.

- a. By Authority. Authority agrees to defend, indemnify, protect, and hold Agency and City and all of their respective officers, agents, and employees harmless from any and all actions, suits, proceedings, liability, loss, expense (including all expenses of investigation and defending against same), and all claims for injury or damages to any person, arising out of the Authority's performance of this Agreement, but only in proportion to and to the extent such actions, suits, proceedings, liability, loss, expense or claims for injury or damages are caused by, or result from, the negligent or intentional acts or omissions of Authority, its officers, agents, or employees.
- b. By Agency. Agency agrees to defend, indemnify, protect, and hold Authority and all of its officers, agents, and employees harmless from any and all actions, suits, proceedings, liability, loss, expense (including all expenses of investigation and defending against same), and all claims for injury or damages to any person, arising out of the Agency's performance of this Agreement, but only in proportion to and to the extent such actions, suits, proceedings, liability, loss, expense or claims for injury or damages are caused by, or result from, the negligent or intentional acts or omissions of Agency, its officers, agents, or employees.
- c. By City. City agrees to defend, indemnify, protect, and hold Authority and all of its officers, agents, and employees harmless from any and all actions, suits, proceedings, liability, loss, expense (including all expenses of investigation and defending against same), and all claims for injury or damages to any person, arising out of the City's performance of this Agreement, but only in proportion to and to the extent such actions, suits, proceedings, liability, loss, expense or claims for injury or damages are caused by, or result from, the negligent or intentional acts or omissions of City, its officers, agents, or employees.

11. Insurance.

- a. Authority shall obtain, at its sole cost and expense, and keep in full force and

effect, during the term of this Agreement, and in the form acceptable to Agency and City, in their respective sole discretion, the following insurance policies:

- (1) Public liability insurance, to protect against loss from liability imposed by law for damages on account of personal injury, including death, suffered or alleged to be suffered by any person or persons on or about the Triangle Property in connection with Authority's or any Licensee's use of the Triangle Property, resulting directly or indirectly from any acts or activities of Authority or any Licensee, or any person acting for Authority or any Licensee, or under Authority's or any Licensee's control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person occurring on or about the Triangle Property in connection with Authority's or any Licensee's use of the Triangle Property, resulting directly or indirectly from any acts or activities of Authority or any Licensee, or any person acting for Authority or any Licensee, or under Authority's or any Licensee's control or direction. Such property damage and personal injury insurance shall also provide for and protect Agency and City against incurring any legal cost in defending claims for alleged loss. Such personal injury and property damage insurance shall be maintained in full force and effect in the following amounts: commercial general liability in a General Aggregate amount of not less than Two Million Dollars (\$2,000,000) and not less than One Million Dollars (\$1,000,000) Each Occurrence.
 - (2) Automobile Insurance maintained in full force and effect in an amount of not less than Two Million Dollars (\$2,000,000) per accident; and
 - (3) Workers' Compensation Insurance in an amount and form sufficient to meet all applicable governmental requirements.
- b. Authority shall cause the contractor(s) responsible for the construction of the applicable portion of the EXPO LRT Project to obtain, at its sole cost and expense, and keep in full force and effect, during the term of this Agreement, and in the form acceptable to Agency and City, in their respective sole discretion, the following insurance policies:
- (1) Public liability insurance, to protect against loss from liability imposed by law for damages on account of personal injury, including death, suffered or alleged to be suffered by any person or persons on or about the Triangle Property in connection with Authority's construction or use of the Triangle Property, resulting directly or indirectly from any acts or activities of Authority, or any person acting for Authority, or under its respective control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person occurring on or about the Triangle Property in connection with Authority's construction or use of the Triangle Property caused directly or indirectly

by or from acts or activities of Authority, or any person acting for Authority, or under its control or direction. Such property damage and personal injury insurance shall also provide for and protect Agency and City against incurring any legal cost in defending claims for alleged loss. Such personal injury and property damage insurance shall be maintained in full force and effect in the following amounts: commercial general liability in a General Aggregate amount of not less than Four Million Dollars (\$4,000,000) and not less than Two Million Dollars (\$2,000,000) Each Occurrence.

- (2) Automobile Insurance maintained in full force and effect in an amount of not less than Two Million Dollars (\$2,000,000) per accident; and
 - (3) Workers' Compensation Insurance in an amount and form sufficient to meet all applicable governmental requirements.
 - c. Agency, City and their respective elected officials, officers, employees, contractors, agents and attorneys shall be named as the "Certificate Holder" and as additional insureds for each insurance policy required herein. Each such policy shall contain a provision that: (i) for all claims, accidents, injuries and damages occurring in or about the Triangle Property, such insurance provides primary coverage without contribution from any other insurance carried by or for the benefit of Agency or City, (b) the policy shall not be canceled and the amount thereof shall not be reduced unless thirty (30) days' written notice shall have been given to Agency and City by certified mail, return receipt requested, which notice shall contain the policy number and the names of the insured and additional insureds, except that the policy shall not be canceled for non-payment of premiums unless ten (10) days' written notice shall have been given to Agency and City in the manner set forth herein. All insurance required to be carried pursuant to the terms of this Agreement shall be effected under valid and enforceable policies issued by reputable and independent insurers licensed in the State of California with a current A.M. Best's rating of no less than A:VII.
 - d. Authority and its contractor(s) shall deliver to Agency and City appropriate certificates of insurance evidencing the insurance required to be carried pursuant to this Agreement prior to the Effective Date of this Agreement.
12. Default. Failure to perform any term or provision of this Agreement constitutes a default under this Agreement. In the event of such failure, the non-defaulting Party shall give written notice of default to the defaulting Party, specifying the default complained of. The defaulting Party shall cure, correct or remedy such failure or delay within thirty (30) days after receipt of such written notice of default. If such default cannot with the exercise of due diligence be cured within such thirty (30) days, such thirty (30) day period shall be extended for such additional time as may be required to cure the default with due diligence. Notwithstanding the foregoing, if the Non-Defaulting Party notifies the Defaulting Party that such default is an urgent matter relating to public health and

safety, and such matter is an urgent matter relating to public health and safety, rather than the notice period set forth in the preceding sentence, the notice period shall be forty-eight (48) hours following receipt of the notice. Failure or delay in giving such notice of default shall not constitute a waiver of any default. Delays by any Party in asserting any of its rights and remedies shall not deprive any Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

13. Remedies. If the defaulting Party fails to cure the default, after the receipt of written notice and subject to expiration of any applicable cure period provided herein, then the non-defaulting Party may proceed at law or in equity to cure the default and to recover damages therefor, or to obtain any other remedy consistent with the purpose of this Agreement; provided, however, that the parties agree that termination of this Agreement shall not be available as a remedy for any default under this Agreement. The defaulting Party shall be liable to the non-defaulting Party for any damages caused by such default. Such legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California, in an appropriate Municipal Court in that County, or in the Federal District Court in the Central District of California.

The rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other Party.

14. Construction Staging Right of Entry. The Agency and Authority hereby acknowledge and agree that the certain Right of Entry Agreement by and between the Agency and the Authority dated as of August 10, 2009, providing certain rights for Authority for construction staging on the Triangle Property, has remained in full force and effect up and until the Effective Date hereunder, at which point it expired and was of no further force or effect.

15. General Provisions.

- a. Notices. All notices under this Agreement shall be sufficiently given if delivered or mailed by registered or certified mail, postage prepaid and return receipt requested, or by nationally recognized overnight courier service, and addressed as follows:

To City:

City Manager
City of Culver City
9770 Culver Boulevard
Culver City, CA 90230-0507
Facsimile No.: (310) 253-6010

With a copy to:

Public Works Director/City Engineer
City of Culver City
9770 Culver Boulevard
Culver City, CA 90230-0507
Facsimile No.: (310) 253-5626

and

Transportation Director
City of Culver City
4343 Duquesne Avenue
Culver City, CA 90230-0507
Facsimile No.: (310) 253-6513

To Agency:

Assistant Executive Director
Culver City Redevelopment Agency
9770 Culver Boulevard
Culver City, CA 90230
Facsimile No.: (310) 253-5779

To Authority:

Chief Executive Officer
Exposition Metro Line Construction Authority
707 Wilshire Blvd., Suite 3400
Los Angeles, CA 90017
Facsimile No.: (213) 243-5552

With a copy to:

Chief Project Officer
Exposition Metro Line Construction Authority
707 Wilshire Blvd., Suite 3400
Los Angeles, CA 90017
Facsimile No.: (213) 243-5552

Any notice or demand required shall be given (1) personally, (2) by certified or registered mail, postage prepaid, return-receipt requested, (3) by confirmed fax, or (4) by reliable messenger or overnight courier to the address of the respective parties set forth above. Any notice served personally shall be deemed delivered upon receipt, served by facsimile transmission shall be deemed delivered on the date of receipt as shown on the received facsimile if during regular business hours and if not, the next business day, and served by certified or registered mail or by

reliable messenger or overnight courier shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier, or five (5) working days after deposit in the United States mail in Los Angeles County. Each Party may from time to time designate any other address or addressee or additional addressees for this purpose by written notice to the other Party.

The parties may also designate other procedures for the giving of notice as required or permitted under the terms of this Agreement, but each alternate procedure shall be described in a writing signed by the parties hereto.

- b. Continuing Documents. Except to the extent expressly set forth herein, nothing in this Agreement shall be deemed to amend or modify in any manner any documents in effect on the date of this Agreement with respect to the subject matter herein or otherwise, all of which shall remain in full force and effect, provided that this Agreement and the documents executed in connection herewith shall be deemed to supersede and replace the MOU in all respects. This Agreement supersedes all prior oral discussions between the parties with respect to the subject matter of this Agreement.
- c. Modification. This Agreement may not be modified, amended or otherwise changed in any manner, except by a prior written amendment executed by the parties, or their respective successors in interest.
- d. Section Headings. The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.
- e. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision.
- f. Construction. It is expressly understood by the parties that the language of this Agreement was jointly prepared and shall therefore not be construed for or against any Party.
- g. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective legal representatives, successors and assigns.
- h. Governing Law. This Agreement is entered into in the State of California and shall be construed and interpreted in accordance with its internal laws without reference to choice of law or conflict of law provisions.

- i. Date of Agreement. The date of this Agreement shall be the date set forth in the preamble to this Agreement.
- j. Assignment. Neither Agency nor City shall assign any of their respective rights or obligations under this Agreement, except that Agency and City shall each have the right from time to time to assign in whole or in part any or all of its respective rights under this Agreement to any public and/or private persons or entities as deemed by the Agency or City, as applicable, to be necessary or desirable in order to implement the Redevelopment Project, provided however that the Agency or City, as applicable, receives Authority's prior written approval for any such assignment, which approval shall be provided using reasonable commercial standards, such as credit worthiness and experience in the field and which approval shall not be unreasonably conditioned, withheld, or delayed. Authority's consent to any such assignment shall not relieve such assignee of the obligation to obtain Authority's consent to each subsequent assignment, and any assignment shall be subject to the assignee assuming all of the assignor's obligations under this Agreement.
- k. Time of Essence. Time is expressly made of the essence with respect to the performance by each Party of each and every obligation and condition of this Agreement.
- l. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding Agreement.
- m. Exhibits Incorporated by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference.
- n. Further Actions. Each Party agrees to sign such other and further instruments and documents and take such other and further actions as may be reasonably necessary or proper in order to accomplish the intent of this Agreement.
- o. Partial Invalidity. If any term or provision or portion thereof of this Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision or portion thereof to persons or entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

[remainder of page left intentionally blank]

[signatures on following pages]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

EXPOSITION METRO LINE CONSTRUCTION
AUTHORITY

By: _____
Richard Thorpe
Chief Executive Officer

Date: _____

[remainder of page left intentionally blank]

[signatures on following page]

CULVER CITY REDEVELOPMENT AGENCY

By: _____

John Nachbar
Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____

Murray O. Kane
Kane Ballmer & Berkman
Agency General Counsel

CITY OF CULVER CITY

By: _____

John Nachbar
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____

Carol A. Schwab
City Attorney

EXHIBIT A
TRIANGLE PROPERTY MAP

[behind this page]

EXHIBIT B
TEMPORARY PARKING PLAN
[behind this page]

EXHIBIT C

TWS RIGHT OF ENTRY

[behind this page]

EXHIBIT D

TEMPORARY PARKING PLAN WITH OVERLAY SHOWING GENERAL DEPICTION OF
SITES OF TESTING FACILITIES AND EQUIPMENT

[behind this page]

EXHIBIT E

GENERAL DESCRIPTION OF ACCESS REQUIREMENTS

[behind this page]

EXHIBIT F
SCOPE OF WORK

PARKING SPACES: There will be a total of 588 parking spaces including 8 motorcycle spaces and 7 shared vehicle/alternative fuel spaces.

PARKING AREA: The finished surface for this temporary lot (with a design life of 5 years) will be Envirotac II mixed with existing subgrade or CMB subbase, depending on the suitability of the existing subgrade soil. All delineation of the lot shall be striped only; there will be no curb and gutter. Wheel stops will be placed at the perimeter parking stalls as shown on Exhibit B. The parking area will drain in the easterly direction; all surface water will be directed to area drains within the lot that are connected to an underground storm drain system that will be tied to the City's storm drain in National Blvd.

LIGHTING: Lighting meeting IES standards will be provided. All wires will be in underground conduit.

LANDSCAPING & IRRIGATION: There will be no landscaping and irrigation in the temporary parking lot. Culver City Station Plaza (that portion of Metro property that will be retained by only Metro) will have areas of landscaping that will be permanently irrigated and maintained by Metro.

SECURITY: Underground conduits from the Culver City Station Electrical Room will be provided to support future Metro installation of Closed Circuit Television (CCTV) cameras on the lighting poles.

FENCING: The parking lot will not have a continual fence around the parking lot. Fence will be provided along the west edge of the lot (along the City of Los Angeles/City of Culver City property line) to separate the Metro parking lot from the existing operating business fronting Venice Blvd.

EXHIBIT G
SCHEDULE OF PERFORMANCE

Anticipated Commencement of Construction: September [___], 2011

Anticipated Completion Date: March 15, 2012

Notwithstanding anything to the contrary in this Agreement, the foregoing are intended to provide only general estimates of anticipated start and completion dates, and such dates may be modified by Authority at any time and in no event shall any failure to commence or complete construction on such dates be deemed to be in any way a default under this Agreement.

**LICENSE AGREEMENT
FOR USE, OPERATION, MAINTENANCE AND REPAIR
OF TEMPORARY PARKING SPACES**

THIS LICENSE AGREEMENT FOR USE, OPERATION, MAINTENANCE AND REPAIR OF TEMPORARY PARKING SPACES (“Agreement”) is entered into as of September [___], 2011 by and among the Los Angeles County Metropolitan Transportation Authority (“LACMTA”), the Culver City Redevelopment Agency (“Agency”), and the City of Culver City (“City”), with reference to the following:

RECITALS

- A. Exposition Metro Line Construction Authority (“Authority”) is a public entity created by the California State Legislature pursuant to Public Utilities Code (“PUC”) section 132600 for the purpose of awarding and overseeing final design and construction contracts for the completion of the Los Angeles - Exposition light rail transit project from Metro Rail station at 7th and Flower streets in the City of Los Angeles to the Downtown area of the City of Santa Monica (“EXPO LRT Project”).
- B. City is a municipal corporation created and empowered in accordance with its charter and the constitution of the State of California.
- C. LACMTA is a public entity created by the California State Legislature pursuant to PUC sections 130050.2 *et. seq.* for many purposes including, but not limited to, the design, construction, and operation of rail and bus transit systems and other transportation facilities in Los Angeles County.
- D. Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under Chapter 2 of the Community Redevelopment Law of the State of California, and, in conjunction with the City, is carrying out the Culver City Redevelopment Project (the “Redevelopment Project”) in which a portion of the EXPO LRT Project is to be located.
- E. Phase 1 of the EXPO LRT Project is an approximately 9 mile light rail line extending southward from Downtown Los Angeles to Exposition Park, and then westward along Exposition Boulevard to Venice Boulevard/Robertson Boulevard, and traversing through and ending at the aerial Culver City station.
- F. City and Agency are in the process of carrying out the redevelopment of a portion of the Redevelopment Project known as the “Washington National Project”. The Washington National Project is anticipated to be partially located within the City-owned property shown on Exhibit “A” attached hereto and incorporated herein by reference (collectively, the “Triangle Property”).

- G. LACMTA, Agency, Authority and City entered into that certain Memorandum of Understanding executed as of January 18, 2011 (“MOU”) which concerns the EXPO Station and provides for the undertaking of certain expenditures and related commitments to enhance the implementation of the respective projects of the parties to the MOU in a manner consistent with the interests of such parties.
- H. LACMTA, Agency, and City are concurrently entering into that certain License Agreement for Construction of Temporary Parking Spaces (“Construction License Agreement”), dated as of even date herewith, which concerns the construction of certain temporary parking spaces on the Triangle Property.
- I. LACMTA, Agency, and City are concurrently entering into that certain Option Agreement (“Option Agreement”), dated as of even date herewith, which concerns the grant of an option to acquire an easement over the northerly 91 feet of the LACMTA-owned 150-foot-wide parcel that is located between Venice Boulevard and Washington Boulevard, as more fully described in the Option Agreement.
- J. In furtherance of the MOU, LACMTA, Agency and City desire to enter into this Agreement to provide LACMTA with a non-exclusive license to use, operate, maintain, and repair the temporary parking spaces on the Triangle Property, which are to be constructed pursuant to the Construction License Agreement, subject to all of the terms and conditions of this Agreement. LACMTA, Agency and City are herein referred to individually as a “Party” and collectively as the “Parties.”

NOW, THEREFORE, in consideration of the recitals set forth above, the covenants, conditions and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, City, Agency, and LACMTA, intending to be legally bound, hereby agree as follows:

1. License for Use, Operation, Maintenance and Repair; Definitions.
 - a. Effective upon the Effective Date, subject to all of the terms and conditions of this Agreement, including, without limitation, subsections e. and f. below and Section 7 below, City hereby grants (i) to LACMTA and its agents, employees and contractors (individually a “Licensee” and collectively the “Licensees”) a non-exclusive license upon and across the Triangle Property for the purpose of using, operating, maintaining and repairing a surface parking lot for the hereinafter defined Temporary Spaces and for no other purpose; and (ii) to the Permittees a non-exclusive license upon and across the Triangle Property for the purpose of using the surface parking lot for parking in the Temporary Parking Spaces for the Culver City EXPO LRT station only and for no other purpose. The rights granted herein include ingress and egress to and from the Temporary Spaces for the purposes set forth herein and for no other purpose.
 - b. Definitions. As used in this Agreement the following terms shall have the

following meanings:

- (i) “Effective Date” means the date on which all of the following have occurred: (A) each of the parties hereto has executed this Agreement; (B) construction of the Temporary Spaces has been completed in accordance with the Construction License Agreement; and (C) LACMTA has provided to Agency and City proof of the insurance as required by Section 12 below.
- (ii) “EXPO Phase 1 Completion Date” means the date revenue operations commence for Phase 1 of the EXPO LRT Project.
- (iii) “EXPO Phase 2 Completion Date” means the date revenue operations commence for the Phase 2 LRT EXPO Project from Venice/Robertson to the station at which such Phase 2 actually terminates.
- (iv) “Hazardous Materials” means any substance, material or waste which is or becomes regulated by the United States government, the State of California, or any local or other governmental authority, including, without limitation, any material, substance or waste which is (i) defined as a “hazardous waste”, “acutely hazardous waste”, “restricted hazardous waste”, or “extremely hazardous waste” under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code; (ii) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code; (iii) defined as a “hazardous material”, “hazardous substance”, or “hazardous waste” under Section 25501 of the California Health and Safety Code; (iv) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code; (v) petroleum; (vi) asbestos; (vii) a polychlorinated biphenyl; (viii) listed under Article 9 or defined as “hazardous” or “extremely hazardous” pursuant to Article 11 of Title 22 of the California Code of Regulations, Chapter 20; (ix) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act (33 U.S.C. Section 1317); (x) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. Section 6903); (xi) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601); or (xii) any other substance, whether in the form of a solid, liquid, gas or any other form whatsoever, which by any governmental requirements either requires special handling in its use, transportation, generation, collection, storage, treatment or disposal, or is defined as “hazardous” or is harmful to the environment or capable of posing a risk of injury to public health and safety.
- (v) “Ince Parking Garage” means the Ince Boulevard Public Parking Garage at 9099 Ince Boulevard in Culver City.

- (vi) “Permittees” collectively means users of the Culver City EXPO LRT station.
- (vii) “Replacement Spaces” means no less than two hundred thirty-five (235) unreserved parking spaces made available to LACMTA at no cost in the Ince Parking Garage as set forth in this Agreement.
- (viii) “Temporary Spaces” means temporary surface parking spaces which may be constructed by the Authority on the Triangle Property pursuant to the Construction License Agreement in a number equal to one of the following (the parties acknowledge and agree that the number of Temporary Spaces will change from time to time as set forth below):
 - (A) Until the EXPO Phase 2 Completion Date, “Temporary Spaces” shall mean six hundred (600) parking spaces, provided however that LACMTA shall perform a parking survey during the third year of revenue operations of EXPO Phase 1 and based on such parking survey, LACMTA may, at its sole and absolute discretion, elect to reduce its use of the “Temporary Spaces” to less than six hundred (600) prior to the EXPO Phase 2 Completion Date, in which event “Temporary Spaces” shall mean such reduced number of parking spaces during any period of time that LACMTA, in its sole and absolute discretion, reduces its use of the Temporary Spaces to less than six hundred (600), provided that LACMTA may, in its sole and absolute discretion, at any time rescind such reduction; and
 - (B) After the EXPO Phase 2 Completion Date, “Temporary Spaces” shall mean three hundred (300) parking spaces.

2. Term. The license granted herein shall commence on the Effective Date and shall continue in full force and effect until the earliest to occur of the following:
 - a. The date the Option Agreement is terminated in accordance with the terms and provisions of the Option Agreement; or
 - b. The date that LACMTA is provided permanent use of the EXPO Spaces within the Parking Garage in accordance with the Easement Agreement and the REA to be entered into in connection with the Option Agreement.

Upon (i) expiration or termination of the license granted herein or (ii) modification of the license respecting operation, maintenance, repair and use of the Temporary Spaces on the Triangle Property, so as to constitute a license respecting use of the Replacement Spaces as described in Section 3 below, LACMTA and all Licensees and all Permittees shall vacate the Temporary Spaces and Triangle Property and shall no longer be entitled to operate, maintain, repair, or use the Temporary Spaces and/or Triangle Property;

provided, however, LACMTA shall have no obligation to vacate the Temporary Spaces or Triangle Property unless LACMTA has first received the rights to use of the Replacement Spaces and LACMTA has received at least thirty (30) days prior written notice of the “Need Date” (as defined below).

Upon written request therefor by any Party following expiration or termination of this Agreement, LACMTA, Agency and City shall promptly execute a termination agreement or other duly executed documentation acknowledging the expiration or termination of this Agreement.

3. Replacement Spaces. Agency and City shall be permitted to modify the license granted herein to include a license for use of the Replacement Spaces, and this Agreement shall be deemed modified, as set forth below, in the event that Agency or City provides written notice to LACMTA thirty (30) days prior to the date (the “Need Date”) the Agency or City either (a) is required to lease or convey the Triangle Property or any portion thereof or any interest therein to a third party for redevelopment purposes, or (b) reasonably determines that it is necessary for Agency or City to occupy all or a portion of the surface of the Triangle Property to construct thereon public facilities and improvements that constitute a permanent portion of the Washington National Project. If LACMTA has received at least thirty (30) days prior written notice of the Need Date, and the foregoing conditions have been satisfied, then effective upon the later of the Need Date and the expiration of such notice period this Agreement shall be deemed modified as follows: (x) in the event that the number of remaining Temporary Spaces is less than 235, Agency and City shall be deemed to have granted a non-exclusive license to LACMTA and its Permittees upon and across the Ince Parking Garage for the purpose of using the Replacement Spaces for parking for the Culver City EXPO LRT station only and for no other purpose; and (y) LACMTA’s license in and with respect to the Triangle Property shall terminate with respect to any portion of the Triangle Property occupied by the City, Agency or third party as set forth above; provided, however, that the license granted under this Agreement respecting the remainder of the Triangle Property, if any, shall remain in full force and effect as to such remainder, including with respect to the continued use of any Temporary Spaces located on such remainder. Use of the Replacement Spaces shall be at no cost to LACMTA and shall be in accordance with the terms and conditions of this Agreement, provided that Sections 4, 5, and 8 below shall in such event not apply and shall be of no further force or effect with respect to such use of the Replacement Spaces.
4. Cost for Temporary Spaces. LACMTA shall be responsible, at its own cost and expense, for all costs and expenses to use, operate, repair and maintain the Temporary Spaces. Neither City nor Agency shall bear any costs in any way for the use, operation, repair and/or maintenance of the Temporary Spaces except as may be otherwise agreed to in writing by the Agency and City pursuant to a shared use agreement pertaining to the Temporary Spaces.
5. Shared Use of Temporary Spaces.

- a. Prior to EXPO Phase 1 Completion Date. If, prior to the EXPO Phase 1 Completion Date, either Agency or City desires to use all or a portion of the Temporary Spaces, such shared use shall be allowed upon reasonable terms and conditions mutually agreed to in writing by the Agency and/or City (as applicable) and LACMTA, in their respective reasonable discretion, including without limitation Agency and City, as applicable, sharing in the cost to operate, repair and maintain the Temporary Spaces during any period of shared use. LACMTA agrees to not unreasonably withhold, condition or delay approval of any proposals made by Agency or City to share the Temporary Spaces prior to the EXPO Phase 1 Completion Date. Any such shared use shall automatically terminate upon the EXPO Phase 1 Completion Date.
 - b. During Non-Peak Hours After EXPO Phase 1 Completion Date. LACMTA agrees to not unreasonably withhold approval of, and will reasonably consider, any proposals made by Agency or City, to share the Temporary Parking and EXPO Spaces with the Agency and the owner of the Washington National Project during non-peak hours, as such hours are determined by LACMTA from time to time in its reasonable discretion.
6. No Relocation Benefits. Without limiting any of Agency or City's obligations under this Agreement, LACMTA acknowledges and agrees that neither it nor any Licensee nor any Permittee shall be entitled to any relocation benefits or payments arising out of its vacation of any temporary parking spaces within the Washington National Project or the expiration or termination of this Agreement. LACMTA knowingly, voluntarily and intelligently waives for itself and all Licensees and all Permittees any such benefits or payments. Nothing in this Section reduces or modifies the Agency and City obligations to provide the Temporary Spaces or the EXPO Spaces.
7. No Transfer of Real Property Interest in Triangle Property. Nothing in this Agreement shall be interpreted as, or otherwise deemed to be, a transfer or conveyance of any real property interest whatsoever between Agency and/or City and LACMTA. The parties acknowledge and agree that nothing in this Agreement shall be interpreted as an agreement for the lease or permanent use of the Triangle Property by LACMTA or any Licensee or any Permittee. Any agreement for the use of the Triangle Property for any purpose(s) other than the purpose set forth in this Agreement must be the subject of a separate written agreement.
8. Use, Operation, Maintenance, Repair.
 - a.
 - (i) LACMTA shall maintain and repair the Temporary Spaces, and shall cause all Licensees to maintain and repair the Temporary Spaces in a clean and safe condition and shall maintain landscaping and planting in a healthy condition, in accordance with the level of maintenance and repair LACMTA applies to its other similar surface parking lots.
 - (ii) If the Temporary Spaces are not being used, operated, repaired and/or

maintained in accordance with the requirements set forth in this Agreement, and either Agency or City provides written notice of the same to LACMTA, then LACMTA shall correct, remedy or cure such default within thirty (30) days after receipt of such notice; provided, however, if such default cannot with the exercise of due diligence be cured within such thirty (30) days, such thirty (30) day period shall be extended for such additional time as may be required to cure the default with due diligence; provided, however, if either Agency or City notifies LACMTA that such default is an urgent matter relating to public health and safety, rather than the cure period set forth in the preceding sentence, LACMTA shall complete such cure, or cause such cure to be completed, within forty-eight (48) hours following receipt of the notice.

- (iii) In the event LACMTA fails to complete, or cause to be completed, such cure within the time periods provided in subsection (ii), either Agency or City shall have, in addition to any other rights and remedies hereunder, the right to complete, or cause the completion of, such cure, and LACMTA shall be responsible for payment of all costs actually and reasonably incurred by Agency or City, with such payment to be made thirty (30) days from receipt of a written invoice that adequately details such costs.
- b. LACMTA shall obtain the express written consent of the Agency Assistant Executive Director or his or her designee (which consent shall be in the his or her reasonable discretion) prior to posting, erecting or otherwise installing, signage anywhere upon the Temporary Spaces and/or any other portion of the Triangle Property, other than LACMTA's standard way-finding signs and such other parking lot signage customarily placed or used by LACMTA in its surface parking lots servicing Metro rail stations.
- c. LACMTA and each Licensee shall perform all work (including any maintenance and repair work) on the Temporary Spaces and/or Triangle Property ("Work") in a safe and workmanlike manner and in full compliance with all applicable statutes, laws, rules, regulations and orders (collectively, "Applicable Laws"), including, without limitation, such statutes, laws, rules, regulations and orders relating to hereinafter defined Hazardous Materials, workers' compensation, and workplace safety. LACMTA shall, at its sole cost and expense, take all necessary action required to assure that all Work complies with Applicable Laws, including obtaining, maintaining and complying with any necessary governmental permits or approvals.
- d. LACMTA, Agency and City each acknowledges and agrees that this Agreement and the non-exclusive licenses granted herein are subject to, among other things, certain planned remediation as set forth in this Section 8(d). LACMTA, Agency and City each acknowledges its understanding that the Triangle Property requires environmental remediation as required by the Los Angeles Regional Water Quality Control Board ("LARWQCB"). The parties acknowledge that TWS is

the former owner of one of the properties that comprise the Triangle Property, Alpha Environmental (“Alpha”) is TWS’s environmental consultant, and it is currently anticipated that Alpha will perform certain environmental remediation on the Triangle Property pursuant to LARWQB requirements, but it is possible that Alpha may not commence or complete the environmental remediation and, in that event, the Agency or City or their respective agents, employees and/or consultants may perform the environmental remediation. In connection with such anticipated remediation by Alpha, City, Agency or their respective agents, employees and/or consultants, each of LACMTA, City and Agency hereby acknowledges that (i) Alpha has not been engaged as an employee, consultant or agent of Agency or City; (ii) the anticipated environmental remediation of the Triangle Property requires that certain testing facilities and equipment be located on the Triangle Property throughout the remediation, and the entity(ies) performing the environmental remediation will require reasonable access to the testing facilities and equipment from time to time as needed throughout the remediation; (iii) testing facilities and equipment are comprised of six (6) on-site monitoring well locations in the areas depicted on Exhibit “C” attached hereto and incorporated herein by reference; (iv) it is currently anticipated the remediation will require an approximate 12’x12’ vapor extraction equipment area; (v) the approximate anticipated location for the 12’x12” vapor extraction equipment area is also depicted on Exhibit “C”, which is the Temporary Parking Plan with an overlay depicting the existing six (6) on-site monitoring well locations and the approximate anticipated location of the 12’x12” vapor extraction equipment area; (vi) the persons and entity(ies) performing the environmental remediation are expected to require reasonable access to the Triangle Property as generally described in Exhibit “D” attached hereto and incorporated herein by reference; (vii) it is currently anticipated that two additional on-site monitoring well locations will be installed on the Triangle Property as discussed in Exhibit “D” and that during the trenching and construction/installation phase of remedial action (which is expected to occur prior to the Effective Date) the entity(ies) performing the environmental remediation will need to trench and install a dual phase extraction (“DPE”) system in a location on the Triangle Property to be reasonably determined and pipes related to the DPE will be installed underground connecting the monitoring well locations to the DPE unit; (viii) Exhibit “C” and Exhibit “D” each provide a general depiction and a general description, respectively, of anticipated remediation activities, and one or both may need to be reasonably modified from time to time during the remediation of the Triangle Property, provided that any modification that materially and adversely impact’s LACMTA or the Work shall not have any force or effect as to LACMTA without its prior written consent, which shall not be unreasonably withheld; (ix) City and Agency, working with TWS and Alpha, and LACMTA, working with its Licensees, shall each jointly coordinate site access and use, repair, and maintenance activities and the planned remediation to minimize disruption of each other respecting activities on the Triangle Property. Any amendments or modifications to the TWS Right of Entry that materially and adversely impact LACMTA shall not have any force or effect as to LACMTA without its prior

written consent, which shall not be unreasonably withheld. LACMTA and its Licensees shall exercise reasonable efforts to coordinate all repair and maintenance and other Work on the Triangle Property so as to minimize disruption to the remediation of the Triangle Property (including, without limitation, the testing facilities and equipment and access to the testing facilities and equipment). Neither LACMTA nor any of its Licensees shall in any way disturb, damage or destroy any testing facilities or equipment, including, without limitation, the well heads of the on-site monitoring well locations, the 12'x12" vapor extraction equipment area, or the DPE unit and related underground pipes (in each case to the extent that the City and Agency accurately identify their location within the limits of the Triangle Property), and each Party shall be responsible, at its cost and expense, to repair and/or restore any damage or destruction, caused by or on behalf of such Party, to any other Party's property, equipment or improvements on the Triangle Property, including damage or destruction to any testing facilities or equipment such as the well heads of the on-site monitoring well locations, the 12'x12" vapor extraction equipment area, or the DPE unit and related underground pipes (in each case to the extent that the City and Agency accurately identify their location within the limits of the Triangle Property). City and Agency shall exercise commercially reasonable efforts to ensure that Alpha and TWS maintain and operate any testing facilities or equipment in accordance with Applicable Laws.

9. Contractors/Subcontractors/Consultants. No contractual, legal or other relationship shall be created between or among Agency and/or City and any Licensee or any contractor, subcontractor or consultant engaged by LACMTA or any Licensee. This Agreement shall not create any obligation on the part of Agency or City to pay or to see that the payment of any sum is made to any Licensee or any contractor, subcontractor or consultant engaged by LACMTA or any Licensee.
10. Liens. LACMTA hereby agrees that no mechanic's or materialmen's or other liens or encumbrances shall be filed or remain in effect against any portion of or interest in the Triangle Property as a result of the LACMTA's or any Licensee's or Permittee's act or omission. In the event any such liens or encumbrances described above are filed against any portion of or interest in the Triangle Property, LACMTA shall, within thirty (30) days of receiving notice of any lien, perform any actions and make any payments that may be required to release any such liens or encumbrances.
11. Indemnification.
 - a. By LACMTA. LACMTA agrees to defend, indemnify, protect, and hold Agency and City and all of their respective officers, agents, and employees harmless from any and all actions, suits, proceedings, liability, loss, expense (including all expenses of investigation and defending against same), and all claims for injury or damages to any person, arising out of the LACMTA's performance of this Agreement, but only in proportion to and to the extent such actions, suits, proceedings, liability, loss, expense or claims for injury or damages are caused by,

or result from, the negligent or intentional acts or omissions of LACMTA, its officers, agents, or employees.

- b. By Agency. Agency agrees to defend, indemnify, protect, and hold LACMTA and all of its officers, agents, and employees harmless from any and all actions, suits, proceedings, liability, loss, expense (including all expenses of investigation and defending against same), and all claims for injury or damages to any person, arising out of the Agency's performance of this Agreement, but only in proportion to and to the extent such actions, suits, proceedings, liability, loss, expense or claims for injury or damages are caused by, or result from, the negligent or intentional acts or omissions of Agency, its officers, agents, or employees.
- c. By City. City agrees to defend, indemnify, protect, and hold LACMTA and all of its officers, agents, and employees harmless from any and all actions, suits, proceedings, liability, loss, expense (including all expenses of investigation and defending against same), and all claims for injury or damages to any person, arising out of the City's performance of this Agreement, but only in proportion to and to the extent such actions, suits, proceedings, liability, loss, expense or claims for injury or damages are caused by, or result from, the negligent or intentional acts or omissions of City, its officers, agents, or employees.

12. Insurance.

- a. LACMTA shall obtain, at its sole cost and expense, and keep in full force and effect, during the term of this Agreement, and in the form acceptable to Agency and City, in their respective sole discretion, the following insurance policies:
 - (1) Public liability insurance, to protect against loss from liability imposed by law for damages on account of personal injury, including death, suffered or alleged to be suffered by any person or persons on or about the Triangle Property in connection with LACMTA's or any Licensee's use or any Permittee's use of the Triangle Property, resulting directly or indirectly from any acts or activities of LACMTA or any Licensee or any Permittee, or any person acting for LACMTA or any Licensee or any Permittee, or under LACMTA's or any Licensee's or any Permittee's control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person occurring on or about the Triangle Property in connection with LACMTA's or any Licensee's or any Permittee's use of the Triangle Property, resulting directly or indirectly from any acts or activities of LACMTA or any Licensee or any Permittee, or any person acting for LACMTA or any Licensee or any Permittee, or under LACMTA's or any Licensee's or any Permittee's control or direction. Such property damage and personal injury insurance shall also provide for and protect Agency and City against incurring any legal cost in defending claims for alleged loss. Such personal injury and property damage insurance shall be maintained in full force and effect in the

following amounts: commercial general liability in a General Aggregate amount of not less than Two Million Dollars (\$2,000,000) and not less than Two Million Dollars (\$2,000,000) Each Occurrence.

- (2) Automobile Insurance maintained in full force and effect in an amount of not less than Two Million Dollars (\$2,000,000) per accident; and
 - (3) Workers' Compensation Insurance in an amount and form sufficient to meet all applicable governmental requirements.
- b. Agency, City and their respective elected officials, officers, employees, contractors, agents and attorneys shall be named as the "Certificate Holder" and as additional insureds for each insurance policy required herein. Each such policy shall contain a provision that: (i) for all claims, accidents, injuries and damages occurring in or about the Triangle Property, such insurance provides primary coverage without contribution from any other insurance carried by or for the benefit of Agency or City, (b) the policy shall not be canceled and the amount thereof shall not be reduced unless thirty (30) days' written notice shall have been given to Agency and City by certified mail, return receipt requested, which notice shall contain the policy number and the names of the insured and additional insureds, except that the policy shall not be canceled for non-payment of premiums unless ten (10) days' written notice shall have been given to Agency and City in the manner set forth herein. All insurance required to be carried pursuant to the terms of this Agreement shall be effected under valid and enforceable policies issued by reputable and independent insurers licensed in the State of California with a current A.M. Best's rating of no less than A:VII.
- c. LACMTA shall be permitted to self insure its obligations hereunder. LACMTA shall deliver to Agency and City appropriate certificates of insurance or a letter of self insurance evidencing the insurance required to be carried pursuant to this Agreement prior to the Effective Date of this Agreement.

13. Default.

- a. Failure to perform any term or provision of this Agreement constitutes a default under this Agreement. In the event of such failure, the non-defaulting party shall give written notice of default to the defaulting party, specifying the default complained of. Except as expressly set forth herein, the defaulting party shall cure, correct or remedy such failure or delay within thirty (30) days after receipt of such written notice of default. Except as expressly set forth herein, if such default cannot with the exercise of due diligence be cured within such thirty (30) days, such thirty (30) day period shall be extended for such additional time as may be required to cure the default with due diligence. Notwithstanding the foregoing, if the Non-Defaulting Party notifies the Defaulting Party that such default is an urgent matter relating to public health and safety, and such matter is an urgent matter relating to public health and safety, rather than the notice period

set forth in the preceding sentence, the notice period shall be forty-eight (48) hours following receipt of the notice. Failure or delay in giving such notice of default shall not constitute a waiver of any default. Delays by any party in asserting any of its rights and remedies shall not deprive any party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

- b. Defaults With Respect to Providing the Temporary Spaces. This subsection b. shall apply to any default by Agency or City with respect to providing the Temporary Spaces. In the event of a default by Agency or City with respect to providing the Temporary Spaces, then, notwithstanding any other term or provision of this Agreement, LACMTA shall be required to send Agency or City, as applicable, a written notice of default as described in subsection a., above, and which contains the following text at the top of the notice in at least 14 size font and bold print:

“THIS NOTICE PERTAINS TO A DEFAULT WITH RESPECT TO PROVIDING THE TEMPORARY SPACES. FAILURE TO CURE THE DEFAULT DESCRIBED IN THIS NOTICE MAY RESULT IN ANY OF THE FOLLOWING:

- (1) THE AGENCY’S OR CITY’S INABILITY TO EXERCISE THE OPTION IN THE OPTION AGREEMENT EXECUTED BY THE AGENCY, CITY AND LACMTA;**
- (2) THE AGENCY’S OR CITY’S INABILITY TO TERMINATE THE OPTION AGREEMENT EXECUTED BY THE AGENCY, CITY AND LACMTA; AND**
- (3) THE RIGHT OF LACMTA TO TERMINATE THE OPTION AGREEMENT EXECUTED BY THE AGENCY, CITY AND LACMTA”**

14. Remedies. If the defaulting party fails to cure the default, after the receipt of written notice and subject to expiration of any applicable cure period provided herein, then the non-defaulting party may proceed at law or in equity to cure the default and to recover damages therefore, or to obtain any other remedy consistent with the purpose of this Agreement; provided, however, that the parties agree that termination of this Agreement shall not be available as a remedy for any default under this Agreement. The defaulting party shall be liable to the non-defaulting party for any damages caused by such default. Such legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California, in an appropriate Municipal Court in that County, or in the Federal District Court in the Central District of California.

The rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same

time or different times, of any other rights or remedies for the same default or any other default by the other party.

If either party fails to timely pay or reimburse any other party for any amounts due to such other party under any provision of this Agreement, then in addition to the principal sum due, the failing party shall pay to the other party interest on each such amount from the date due until paid to such other party at an annual rate of the lesser of (a) the Bank of America reference rate on the due date plus four (4) percent, or (b) the maximum interest rate permitted by law.

15. General Provisions.

- a. Notices. All notices under this Agreement shall be sufficiently given if delivered or mailed by registered or certified mail, postage prepaid and return receipt requested, or by nationally recognized overnight courier service, and addressed as follows:

To City:

City Manager
City of Culver City
9770 Culver Boulevard
Culver City, CA 90230-0507
Facsimile No.: (310) 253-6010

With a copy to:

Public Works Director/City Engineer
City of Culver City
9770 Culver Boulevard
Culver City, CA 90230-0507
Facsimile No.: (310) 253-5626

and

Transportation Director
City of Culver City
4343 Duquesne Avenue
Culver City, CA 90230-0507
Facsimile No.: (310) 253-6513

To Agency:

Assistant Executive Director
Culver City Redevelopment Agency
9770 Culver Boulevard

Culver City, CA 90230
Facsimile No.: (310) 253-5779

To LACMTA:

Chief Executive Officer
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, California 90012
Facsimile No.: (213) 922-7382

With a copy to:

Deputy Executive Officer, Project Management
Project Management Engineering and Construction Division
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Facsimile No.: (213) 922-7447

Any notice or demand required shall be given (1) personally, (2) by certified or registered mail, postage prepaid, return-receipt requested, (3) by confirmed fax, or (4) by reliable messenger or overnight courier to the address of the respective parties set forth above. Any notice served personally shall be deemed delivered upon receipt, served by facsimile transmission shall be deemed delivered on the date of receipt as shown on the received facsimile if during regular business hours and if not, the next business day, and served by certified or registered mail or by reliable messenger or overnight courier shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier, or five (5) working days after deposit in the United States mail in Los Angeles County. Each party may from time to time designate any other address or addressee or additional addressees for this purpose by written notice to the other party.

The parties may also designate other procedures for the giving of notice as required or permitted under the terms of this Agreement, but each alternate procedure shall be described in a writing and signed by the parties hereto.

- b. Continuing Documents. Except to the extent expressly set forth herein, nothing in this Agreement shall be deemed to amend or modify in any manner any documents in effect on the date of this Agreement with respect to the subject matter herein or otherwise, all of which shall remain in full force and effect, provided that this Agreement shall be deemed to supersede and replace the MOU with respect to the subject matter of this Agreement. This Agreement supersedes all prior oral discussions between the parties with respect to the subject matter of

this Agreement.

- c. Modification. This Agreement may not be modified, amended or otherwise changed in any manner, except by a prior written amendment executed by the parties, or their respective successors in interest.
- d. Section Headings. The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.
- e. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision.
- f. Construction. It is expressly understood by the parties that the language of this Agreement was jointly prepared and shall therefore not be construed for or against any party.
- g. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective legal representatives, successors and assigns.
- h. Governing Law. This Agreement is entered into in the State of California and shall be construed and interpreted in accordance with its internal laws without reference to choice of law or conflict of law provisions.
- i. Date of Agreement. The date of this Agreement shall be the date set forth in the preamble to this Agreement.
- j. Assignment. Neither Agency nor City shall assign any of their respective rights and obligations under this Agreement, except that Agency and City shall each have the right from time to time to assign in whole or in part any or all of its respective rights under this Agreement to any public and/or private persons or entities as deemed by the Agency or City, as applicable, to be necessary or desirable in order to implement the Redevelopment Project, provided however, such assignment shall not be effective unless and until the Agency or City, as applicable, receives LACMTA's prior written approval for any private persons or entities which approval shall be provided using reasonable commercial standards, such as credit worthiness and experience in the field and which approval shall not be unreasonably conditioned, withheld, or delayed. LACMTA's consent to any such assignment shall not relieve such assignee of the obligation to obtain LACMTA's consent to each subsequent assignment, and any assignment shall be subject to the assignee assuming all of the assignor's obligations under this Agreement.

- k. Time of Essence. Time is expressly made of the essence with respect to the performance by each party of each and every obligation and condition of this Agreement.
- l. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding Agreement.
- m. Exhibits Incorporated by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference.
- n. Further Actions. Each party agrees to sign such other and further instruments and documents and take such other and further actions as may be reasonably necessary or proper in order to accomplish the intent of this Agreement.
- o. Partial Invalidity. If any term or provision or portion thereof of this Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision or portion thereof to persons or entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

[remainder of page left intentionally blank]

[signatures on following pages]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

By: _____

Arthur T. Leahy
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By: _____

Joyce Chang
Principal Deputy County Counsel

[remainder of page left intentionally blank]

[signatures on following page]

CULVER CITY REDEVELOPMENT AGENCY

By: _____

John Nachbar
Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____

Murray O. Kane
Kane Ballmer & Berkman
Agency General Counsel

CITY OF CULVER CITY

By: _____

John Nachbar
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____

Carol A. Schwab
City Attorney

EXHIBIT A

TRIANGLE PROPERTY MAP

[behind this page]

EXHIBIT B
MAINTENANCE AND REPAIR PLAN AND STANDARDS

[behind this page]

EXHIBIT C

TEMPORARY PARKING PLAN WITH OVERLAY SHOWING GENERAL DEPICTION OF
SITES OF ALPHA TESTING FACILITIES AND EQUIPMENT

[behind this page]

EXHIBIT D

GENERAL DESCRIPTION OF ALPHA ACCESS REQUIREMENTS

[behind this page]

OFFICIAL BUSINESS
Document entitled to free
recording per Government Code
Sections 6103 and 27383

Recording Requested By
And When Recorded Return to:

CULVER CITY REDEVELOPMENT AGENCY
9770 Culver Boulevard
Culver City, California 90232
Attention: Asst. Executive Director

(Space Above Line for Recorder's Use Only)

**OPTION AGREEMENT
FOR
PERPETUAL EASEMENT**

THIS OPTION AGREEMENT FOR PERPETUAL EASEMENT (this "Agreement") is entered into as of September [____], 2011 by and among the Los Angeles County Metropolitan Transportation Authority ("LACMTA"), the Culver City Redevelopment Agency ("Agency"), and the City of Culver City ("City"), with reference to the following:

RECITALS

- A. The Exposition Metro Line Construction Authority ("Authority") is a public entity created by the California State Legislature pursuant to Public Utilities Code ("PUC") section 132600 for the purpose of awarding and overseeing final design and construction contracts for the completion of the Los Angeles - Exposition light rail transit project from Metro Rail station at 7th and Flower streets in the City of Los Angeles to the Downtown area of the City of Santa Monica ("EXPO LRT Project").
- B. City is a municipal corporation created and empowered in accordance with its charter and the constitution of the State of California.
- C. LACMTA is a public entity created by the California State Legislature pursuant to PUC sections 130050.2 *et. seq.*, for many purposes including, but not limited to, the design, construction, and operation of rail and bus transit systems and other transportation facilities in Los Angeles County.

- D. Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under Chapter 2 of the Community Redevelopment Law of the State of California, and is carrying out the Culver City Redevelopment Project (“Redevelopment Project”) in which a portion of the EXPO LRT Project is to be located.
- E. Phase 1 of the EXPO LRT Project is an approximately 9 mile light rail line extending southward from Downtown Los Angeles to Exposition Park, and then westward along Exposition Boulevard to Venice Boulevard/Robertson Boulevard, and traversing through and ending at the aerial Culver City Station.
- F. The EXPO LRT Project Culver City Station and ancillary improvements being constructed in connection therewith are illustrated on Exhibit “A” attached hereto and incorporated herein by reference (“EXPO Station”). The EXPO Station is located within the LACMTA-owned 150-foot-wide parcel that is located between Venice Boulevard and Washington Boulevard (“LACMTA Parcel”). The LACMTA Parcel is legally described on Exhibit “B” attached hereto and incorporated herein by reference.
- G. LACMTA, Agency, Authority and City entered into that certain Memorandum of Understanding executed as of January 18, 2011 (“MOU”), which concerns the EXPO Station and provides for the undertaking of certain expenditures and related commitments to enhance the implementation of the respective projects of the parties to the MOU in a manner consistent with the interests of such parties.
- H. City and Agency are in the process of carrying out the redevelopment of a portion of the Redevelopment Project on real property which abuts the location of the EXPO Station, which portion of the Redevelopment Project is referred to as the “Washington National Project”. The Washington National Project is anticipated to be located within City-owned property as shown on Exhibit “C-1” and as legally described on Exhibit “C-2” attached hereto and incorporated herein by reference (collectively, the “Triangle Property”), and a portion of the LACMTA Parcel. The proposed location of the Washington National Project, and Agency’s/City’s proposed use of a portion of the LACMTA Parcel, as currently contemplated by the Agency/City, is depicted on the concept site plan attached hereto as Exhibit “D” and incorporated herein by reference.
- I. City/Agency propose to construct a parking garage facility to serve the Washington National Project (“Parking Garage”), the development of subterranean portions of which required the Authority to provide additional physical support to the EXPO Station and its foundations. Pursuant to the MOU, the Agency agreed to reimburse the Authority for the costs of such additional support, and the Authority has constructed the EXPO Station with the additional supports to accommodate the Parking Garage in reliance thereon.
- J. LACMTA is willing to grant Agency or City an option to acquire an easement over the northerly 91 feet of the LACMTA Parcel, including surface, air (not to exceed five stories above grade), and subterranean portions thereof, as illustrated on Exhibit “E-1” attached

hereto and as legally described on Exhibit “E-2” attached hereto (collectively, the “Easement Area”), to construct, operate, maintain, repair, and reconstruct parking uses, transit plaza uses, and residential and commercial uses provided that such residential and commercial uses may not exceed in the aggregate 20,000 square feet, and of such 20,000 square feet not more than 5,000 square feet may be in the below-grade portions of the Easement Area, all of which shall be subject to a reservation of parking and other rights by LACMTA, all as described in more detail in the Easement Agreement (defined hereinafter) and subject to the terms and conditions in the Easement Agreement, in consideration of the grants to LACMTA as described below. The hereinafter defined Parties agree that nothing in this Agreement shall limit or preclude in any way any use of the Easement Area for residential and commercial uses pursuant to a lease of the Easement Area which may be subsequently entered into as set forth in Section 12 below, and that any such lease, to the extent agreed to by the Parties in accordance with Section 12 below, would not be subject to the height, or square footage restrictions of the Easement Area.

- K. In consideration of the grant of the option by LACMTA over the Easement Area, Agency and City are each willing to (i) grant LACMTA temporary parking rights in the Triangle Property, subject to rights to relocate such temporary parking to a parking garage located at 9099 Ince Boulevard in Culver City, pursuant to the “Parking License Agreement” (as defined in the Easement Agreement); (ii) grant LACMTA permanent parking rights in the Parking Garage pursuant to the “REA” (as defined below); and (iii) grant Authority a construction license to construct a temporary parking lot on the Triangle Property, as described in the “Construction License Agreement” (as defined in the Easement Agreement).
- L. The Parties hereby acknowledge that prior to execution and delivery of this Agreement, each of the following has occurred: (i) the Authority has been repaid \$275,000.33, as reimbursement for costs incurred by the Authority in connection with the redesign of the EXPO Station to accommodate the Parking Garage, and has been repaid \$301,515, as reimbursement for a portion of the additional costs incurred by the Authority to construct the redesigned EXPO Station so as to accommodate the Parking Garage, which amount specifically relates to additional steel costs for the redesigned EXPO Station; and (ii) City has executed and delivered to Authority the Construction License Agreement and Agency and City have executed and delivered to LACMTA the Parking License Agreement. The remaining balance of the additional costs incurred by EXPO in connection with the redesign and construction of the EXPO Station so as to accommodate the Parking Garage (such additional costs, the “Excess Costs”), in the amount of \$2,588,157 (“Remaining Balance Amount”) shall have been paid to the Authority concurrently with the execution and recordation of this Agreement, and LACMTA shall have no obligation to comply with the terms and conditions contained herein unless and until the Authority has received the Remaining Balance Amount. Once the Remaining Balance Amount is reimbursed to the Authority, without limiting any other obligations under this Agreement, neither the City nor the Agency shall have any additional or other obligation to disburse any funds to or on behalf of Authority under the MOU for purposes of reimbursement

respecting the design and/or construction of the redesigned EXPO Station, and payment of the Remaining Balance Amount shall satisfy any and all obligations of City and/or Agency under the MOU to pay for or reimburse Authority for the Excess Costs. Notwithstanding the foregoing, the City and Agency's obligation to pay the Excess Costs and the Remaining Balance Amount as described herein are separate and apart from the City and Agency's obligations to provide \$4,000,000 towards the Project, including, without limitation the Redesigned EXPO Station, pursuant to that certain Financial Contribution Agreement for Phase I of Metro Exposition Light Rail Transit Project dated as of September [____], 2011, by and between City and LACMTA (the "Funding Agreement"). and nothing herein is intended to or shall be deemed to modify, change or amend the Funding Agreement.

- M. In furtherance of the MOU, LACMTA, Agency and City desire to enter into this Agreement. This Agreement is the "Option Agreement" referenced in the MOU. LACMTA, Agency and City are herein referred to individually as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the recitals set forth above, the covenants, conditions and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, City, Agency and LACMTA, intending to be legally bound, hereby agree as follows:

1. Grant of Option. Upon and subject to all of the terms and conditions set forth herein, LACMTA hereby grants to Agency or City an option (the "Option") to acquire an perpetual easement respecting the Easement Area, to construct, use, operate, maintain, repair, and reconstruct parking uses, transit plaza uses, and residential and commercial uses provided that such residential and commercial uses may not exceed in the aggregate 20,000 square feet, and of such 20,000 square feet not more than 5,000 square feet may be in the below-grade portions of the Easement Area, all of which shall be subject to the reservation of parking and other rights by LACMTA, all as described in more detail in the Easement Agreement and subject to the terms and conditions in the Easement Agreement. The Parties agree that nothing in this Agreement shall limit or preclude in any way any use of the Easement Area for residential and commercial uses pursuant to a lease of the Easement Area which may be subsequently entered into as set forth in Section 12 below, and that any such lease, to the extent agreed to by the Parties in accordance with Section 12 below, would not be subject to the height, or square footage restrictions of the Easement Area. As used herein, "Easement Agreement" shall mean an easement agreement to be executed by Agency or City and LACMTA and to be substantially in the form attached hereto as Exhibit "F", which is hereby incorporated herein by reference.
2. Option Period. The term of the Option (the "Option Period") shall be a period of twenty (20) years commencing on the date of this Agreement, subject to earlier termination in accordance with the terms of this Agreement. If neither the Agency nor the City exercises the Option prior to expiration of the Option Period in accordance with Sections 4 and 5 of this Agreement, then the Option and this Agreement shall each automatically

expire and be of no further force or effect, and LACMTA shall, upon and after such expiration, no longer be obligated to convey any easements in the Easement Agreement to the Agency or City. Within ten (10) business days after the expiration of the Option Period, Agency and City will deliver to LACMTA a fully executed and acknowledged quitclaim deed in recordable form attached as Exhibit "G-1" (the "Agency/City Quitclaim Deed") quitclaiming all each of Agency and City's respective interests in the LACMTA Parcel, and LACMTA will deliver to Agency and City a fully executed and acknowledged quitclaim deed in recordable form attached as Exhibit "G-2" (the "LACMTA Quitclaim Deed") quitclaiming all LACMTA's interests in the Triangle Property.

3. Termination of this Agreement and the Option.

- a. By Agency or City. Agency and City shall each have the right to terminate this Agreement and the Option granted herein in accordance with the terms and provisions of this Section 3. Such termination may occur at any time after the date that is the earlier of (i) five (5) years after the date that the construction of the "Temporary Parking Spaces" (as defined in the Parking License Agreement) has been completed, and (ii) seven (7) years after the date of this Agreement, provided that (x) Agency or City provides nine (9) months' prior written notice of the termination to LACMTA and (y) Agency and City have, prior to such termination notice and pursuant and subject to the terms of the Parking License Agreement, timely cured any material default by Agency or City, as applicable, with respect to provision of the Temporary Parking Spaces or the "Replacement Spaces" (as defined in the Parking License Agreement), subject to force majeure provisions in the Parking License Agreement (provided, however, this clause a(y) shall not apply to the extent that Agency and City have not received written notice(s) of the applicable default by Agency or City, as applicable, in accordance with the notice requirements of the Parking License Agreement (including with respect to font size and boldness requirements). In the event that either Agency or City terminates this Agreement and/or the Option, this Agreement and the Option shall be terminated among all Parties.
- b. By LACMTA. LACMTA shall have the right to terminate this Agreement and the Option granted herein in accordance with the terms and provisions of this Section 3. Such termination may occur at any time the Agency and City have, pursuant and subject to the terms of the Parking License Agreement, failed to timely cure any material default of Agency or City, as applicable, with respect to providing the Temporary Parking Spaces or the Replacement Spaces, subject to force majeure provisions in the Parking License Agreement; provided that (i) LACMTA provides thirty (30) days prior written notice of the termination to Agency and City; and (ii) Agency and City have received written notice(s) of the applicable default by Agency or City, as applicable, with respect to providing the Temporary Parking Spaces or the Replacement Spaces in accordance with the terms and provisions of the Parking License Agreement (including with respect to font size and boldness requirements). In the event that LACMTA terminates this

Agreement and/or the Option, this Agreement and the Option shall be terminated among all Parties.

- c. Effect of Expiration or Termination. Upon expiration of the Option Term or the termination of this Agreement and/or the Option, all of the following shall apply:
- i. LACMTA shall have the right to use the LACMTA Parcel in its sole and absolute discretion and the City and the Agency shall have no further rights in or to the LACMTA Parcel. The City and the Agency shall have the right to use the Triangle Property in their sole and absolute discretion and the Authority and LACMTA shall have no further rights to the Triangle Property, except as set forth in the Parking License Agreement.
 - ii. Neither Agency nor City shall have any further duty to provide the Temporary Spaces, the Replacement Spaces, or the “EXPO Spaces” (as defined in the Easement Agreement) to LACMTA, and the Parking License Agreement shall terminate on the terms and conditions set forth therein;
 - iii. LACMTA shall no longer be obligated to convey the easements set forth in the Easement Agreement, or any other easements, to the Agency or City;
 - iv. Agency and City will deliver to LACMTA a duly executed and acknowledged Agency/City Quitclaim Deed in recordable form quitclaiming all of its interest in and to the LACMTA Parcel;
 - v. LACMTA will deliver to Agency or City, as applicable, a duly executed and acknowledged LACMTA Quitclaim Deed in recordable form quitclaiming all of its interest in and to the Triangle Property; and
 - vi. Notwithstanding any termination of this Agreement or the Option, Agency and City shall not be entitled to a refund of any amounts repaid as referenced in Recital M above.
4. Exercise of Option. Any time during the Option Period, and provided the Option Conditions set forth in Section 5, below, have occurred, either Agency or City shall have the right to exercise the Option by delivering written notice to LACMTA stating that Agency or City (as applicable) elects to exercise the Option (“Option Notice”). The Agency Executive Director or Assistant Executive Director shall each have the right to exercise the Option on behalf of the Agency without further authorization from the Agency Board and the City Manager shall have the right to exercise the Option on behalf of the City without further authorization from the City Council. The Option can only be exercised once by either the City or the Agency, whichever first exercises the Option. Once the Option has been exercised by either the Agency or the City, the Option will no longer be available and will be deemed to have terminated as to the non-exercising Party.

5. Option Conditions. Agency or City may only exercise the Option if, at the time of such exercise each of the following conditions precedent (“Conditions Precedent”) have been satisfied or waived by LACMTA (it being understood that the Parties anticipate such conditions precedent will be satisfied at different times):
- a. Agency and City have, pursuant and subject to the terms of the Parking License Agreement, timely cured any material default of Agency or City, as applicable, with respect to providing the Temporary Parking Spaces or the Replacement Spaces, subject to force majeure provisions in the Parking License Agreement; provided, however, this shall not be a Condition Precedent to exercise of the Option to the extent that Agency and City have not received written notice(s) of the applicable default by Agency or City, as applicable, with respect to the provision of the Temporary Parking Spaces and the Replacement Spaces in accordance with the terms and provisions of the Parking License Agreement (including with respect to font size and boldness requirements).
 - b. Construction drawings for the Parking Garage, including the Isolation Wall (as defined below portion thereof, and all other improvements and ancillary uses to be constructed within the Easement Area, including without limitation residential, commercial and transit plaza uses (collectively, “Ancillary Uses”), shall have been 100% completed, and such drawings shall have been approved by any governmental agency having jurisdiction thereover and by the Authority and/or LACMTA as follows:
 - i. LACMTA and Authority shall have the right to reasonably approve plans and specifications for the Parking Garage and Ancillary Uses based primarily on the following criteria: (a) whether there is an impact on the structural integrity of the EXPO LRT Project; (b) whether there is more than a *de minimus* or trivial impact to operation and maintenance of the EXPO LRT Project; (c) the reasonable location and proximity, including, without limitation, the ease of access of the EXPO Spaces for station access for LACMTA patrons; (d) confirmation that the Parking Garage and Ancillary Uses are designed and will be constructed within the Easement Area; (e) the provision of bicycle racks and lockers in the Parking Garage in reasonably close proximity to the EXPO Station or in the surface area of the Easement Area; provided, however, City or Agency shall provide a linkage, subject to Authority and LACMTA prior approval, between the bicycle racks and lockers and any permanent clean mobility center facilities or similar facilities if constructed by Authority under the EXPO Station structure; (f) whether any pedestrian connections constructed as part of the Washington National Project between the EXPO Station and the Washington National Project, at grade and/or at the station platform level, are compatible with or appropriate for the EXPO LRT Project; (g) if the Washington National Project includes podium parking or any structure directly adjacent to the EXPO Station, the exterior design and architectural finish of such structure is compatible with the EXPO

Station; (h) whether the design is in compliance with the terms of this Agreement and all legal requirements.

- ii. Once LACMTA has approved design drawings and specifications at the 30% completion level for the Parking Garage (the “30% Drawings”) based on the criteria set forth above in subsection (i) above, and provided LACMTA has at least sixty (60) days to review such 30% Drawings, the approval of subsequent levels of design and construction plans shall also be based on the criteria set forth above, and shall be governed by the “deemed approved” procedures set forth in Exhibit “I”. LACMTA will expeditiously review and not unreasonably withhold approval of such Parking Garage subsequent levels of design and plans, and agrees to review and approve or disapprove such plans within 30 days of submittal by or on behalf of City or Agency. Any disapproval of plans shall be accompanied by a written statement delivered to City and Agency within said 30 day period specifying detailed reasons for any such disapproval.
- c. All permits and approvals required by any governmental agency having jurisdiction thereover for construction of the Parking Garage and Ancillary Uses shall have been obtained and Agency or City shall have complied with, or shall have caused compliance with, all applicable laws, rules and regulations, including, without limitation, full compliance with the California Environmental Quality Act, for the construction of the Parking Garage and Ancillary Uses.
- d. Agency or City shall have provided LACMTA with reasonably satisfactory evidence that the Agency, City and/or its developer has sufficient funding or other financial arrangements in place so as to be able to pay for the cost of the construction and completion of the Parking Garage and the Isolation Wall described in Article 5 of the Easement Agreement.
- e. Agency and/or City (as applicable) shall have provided LACMTA or escrow holder one original (counterparts signatures are acceptable) of the Easement Agreement executed by the Agency and/or City, in the same form as attached hereto as Exhibit “F” and one original (counterparts signatures are acceptable) of a Reciprocal Easement Agreement (“REA”) contemplated by Section 10 of this Agreement, below.
- f. The amounts owed to the Authority respecting construction of the EXPO Station shall have been repaid prior to the date of this Agreement, as referenced in Recital M above.
- g. The Party exercising the Option shall also hold title to the Triangle Parcel, or shall have entered into agreements with such title holder to ensure that the Party exercising the Option has the ability to perform its obligations under the Option Agreement.

6. Consideration for Option. The Option granted herein and LACMTA's execution of the Easement Agreement and the hereinafter defined REA is in consideration of the following payments and other consideration, and shall not require any additional payment or other consideration to the Authority or LACMTA:
- a. The construction of the Isolation Wall as set forth in the Easement Agreement;
 - b. The execution by City and Agency and delivery to LACMTA of the Parking License Agreement;
 - c. The execution by City and Agency and delivery to LACMTA of the REA; and
 - d. The execution by City and Agency and delivery to Authority of the Construction License Agreement.
7. Condition of Title to Easement Area. Prior to entering into the MOU, the Agency and City each satisfied itself that title to the Easement Area was in an acceptable condition, provided there are no liens, encumbrances, easements or other exceptions to title except those shown as Exceptions C, 1, 2, 3, 4 and 5 on Schedule B of that certain Chicago Title Preliminary Report, Order Number 910065529-X49 dated July 28, 2011 ("Approved Title Condition") (which Preliminary Report is attached hereto as Exhibit "H" and incorporated herein by reference). LACMTA shall not take any action that will adversely affect the Approved Title Condition as applicable to the Easement Area without the prior written consent of Agency or City, which consent shall not be unreasonably withheld, conditioned or delayed. Further, if the Agency or City exercises the Option, LACMTA shall deliver, at no cost to the Agency or City, easement rights in the Easement Area with title thereto not adversely different from the Approved Title Condition or as may otherwise be approved in writing by City or Agency, as applicable, acting through the Agency Executive Director, the Agency Assistant Executive Director, or the City Manager, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, nothing in this Agreement shall require LACMTA to provide or pay for title insurance insuring the City or Agency's easement interest in the Easement Area. Notwithstanding the foregoing, LACMTA shall in no circumstances be required to remove any encumbrances, easements or other exceptions to title respecting the Easement Area except to the extent that the same result or arise from the actions or omissions of LACMTA.
8. Condition of Easement Area.
- a. As used in this Agreement, "Hazardous Materials", means any substance, material or waste which is or becomes regulated by the United States government, the State of California, or any local or other governmental authority, including, without limitation, any material, substance or waste which is (i) defined as a "hazardous waste", "acutely hazardous waste", "restricted hazardous waste", or "extremely hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code; (ii) defined as a "hazardous substance" under Section 25316 of the California Health and

Safety Code; (iii) defined as a “hazardous material”, “hazardous substance”, or “hazardous waste” under Section 25501 of the California Health and Safety Code; (iv) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code; (v) petroleum; (vi) asbestos; (vii) a polychlorinated biphenyl; (viii) listed under Article 9 or defined as “hazardous” or “extremely hazardous” pursuant to Article 11 of Title 22 of the California Code of Regulations, Chapter 20; (ix) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act (33 U.S.C. Section 1317); (x) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. Section 6903); (xi) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601); or (xii) any other substance, whether in the form of a solid, liquid, gas or any other form whatsoever, which by any governmental requirements either requires special handling in its use, transportation, generation, collection, storage, treatment or disposal, or is defined as “hazardous” or is harmful to the environment or capable of posing a risk of injury to public health and safety.

- b. AS-IS, WHERE-IS. Agency and City each acknowledges and agrees that, except as expressly set forth herein, LACMTA makes no representation or warranty whatsoever, whether express or implied or arising by operation of law, with respect to any interest in the Easement Area or any portion thereof conveyed pursuant to this Easement Agreement. EXCEPT AS EXPRESSLY SET FORTH HEREIN, AGENCY AND CITY EACH AGREES THAT THE INTERESTS IN THE EASEMENT AREA (AND/OR ANY PORTION THEREOF) ARE BEING TRANSFERRED AND CONVEYED TO (AND ACCEPTED BY) THE AGENCY OR CITY IN THEIR THEN-EXISTING CONDITION, AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW. All representations and warranties not expressly set forth herein are hereby disclaimed by LACMTA and waived by Agency and City. Without limiting the generality of the foregoing, except as expressly set forth herein, LACMTA makes no representation, warranty or guarantee of any kind, either express or implied, with respect to merchantability, marketability, habitability, fitness for a particular use or purpose, the value or accuracy of information provided respecting the Easement Area, prospects for future development, use, or occupancy, zoning and/or permitted uses, of all or any portion of the Easement Area, and Agency and City each acknowledges and agrees that:

- i. Prior to the execution, delivery and recordation of the Easement Agreement, Agency and City each will have had the opportunity to make its own independent investigation of the Easement Area and all other aspects of this transaction, including, without limitation, the financial value of the Easement and projected future income and expenses for the Easement Area, and will have relied entirely thereon and on the advice of

its independent consultants (if any) in entering into the Easement Agreement, and not on any information or material supplied by or on behalf of LACMTA.

- ii. Prior to the execution, delivery and recordation of the Easement Agreement, Agency and City will each have reviewed all instruments, records and documents which Agency and City each deems appropriate or advisable to review in connection with the Easement Area and the Easement Agreement, and Agency and City will each have determined that the information and data contained therein or evidenced thereby was satisfactory to Agency and City.
- iii. Agency and City each acknowledges that the Easement Area may or may not contain Hazardous Materials and that except as expressly set forth herein LACMTA makes no representation or warranty to Agency or City regarding the presence or absence of any Hazardous Materials in, on, or under the Easement Area. It shall be Agency and City's responsibility to examine the Easement Area and to review such reports or other documents it deems necessary to satisfy itself as to the presence or absence of any such Hazardous Materials. Except as expressly set forth herein, if any Hazardous Materials are encountered during the planning, design, or construction of the Parking Garage, Agency and City shall be responsible for all costs of disposal and remediation of such Hazardous Materials as a project cost.
- iv. In connection with this Section 8(b), City and Agency each expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." AGENCY AND CITY EACH ACKNOWLEDGES AND AGREES THAT IT HAS BEEN REPRESENTED BY LEGAL COUNSEL OF ITS CHOICE IN CONNECTION WITH THIS AGREEMENT, AND THAT SUCH COUNSEL HAS EXPLAINED TO EACH OF AGENCY AND CITY THE PROVISIONS OF THIS SECTION 8(b). BY INITIALING BELOW, AGENCY AND CITY EACH CONFIRMS IT HAS AGREED TO THE PROVISIONS OF THIS SECTION 8(b).
- v. In this connection, Agency and City each hereby agrees, represents and warrants that Agency and City each realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses and other claims and liabilities which are presently unknown, unanticipated and unsuspected, and Agency and City each

further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Agency and City each nevertheless hereby intends to release, discharge and acquit LACMTA and the LACMTA's affiliates, and the advisors, trustees, beneficiaries, directors, officers, employees, agents and attorneys and representatives of each of them, and each of their respective heirs, successors, personal representatives and assigns, from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses and other claims and liabilities.

- vi. LACMTA has given Agency and City material concessions regarding this transaction in exchange for Agency and City each agreeing to the provisions of this Section 8(b). Agency and City have each initialed this Section 8(b) to further indicate its awareness and acceptance of each and every provision hereof; provided, however that failure of Agency and City to initial this Section 8(b) below shall not invalidate this Section 8(b) nor shall it invalidate any other provision of this Agreement.

AGENCY

CITY

-
- vii. Notwithstanding anything to the contrary in this Section 8(b), the release and waiver by Agency and City hereunder shall not constitute a waiver or release respecting any obligations of LACMTA or Authority to clean up or remediate LACMTA's or Authority's Hazardous Materials. As used herein, "LACMTA's or Authority's Hazardous Materials" means any Hazardous Materials that, as a result of the actions of LACMTA or the Authority, exist in, on, under or about the Easement Area, excluding any of the same that are Agency's or City's Hazardous Materials. As used herein, "Agency's or City's Hazardous Materials" means any Hazardous Materials that (A) become present in, on, under or about the LACMTA Parcel as a result of any act or omission of Agency or City or any person acting on behalf of Agency or City, and/or (B) are present in, on, under or about the LACMTA Parcel as of the date of this Agreement, but the presence of which Hazardous Materials in, on, under or about the LACMTA Parcel would not have given rise to a claim or a duty to Remediate, were it not for the actions of Agency or City, including any actions relating to its rights to develop, construct or otherwise perform work in, on, under or about the Easement Area. As used herein, "Remediate" means any response or remedial action as defined under

Section 101(25) of CERCLA, and similar actions with respect to Hazardous Materials as defined under comparable state and local laws, and any other clean-up, removal, containment, abatement, monitoring, treatment, disposal, closure, restoration or other mitigation or remediation of Hazardous Materials or releases required by any governmental authority or under any law referenced above in the definition of Hazardous Materials.

- viii. The provisions of this Section 8(b) shall survive indefinitely.
- c. LACMTA hereby represents and warrants to Agency and City that to the knowledge of Velma Marshall, Frances Impert and Matt Freychineaud (collectively, the “LACMTA Knowledge Persons”), other than as disclosed in writing to Agency and/or City, (i) the LACMTA Parcel is not and has not been a site for the use, generation, manufacture, storage, treatment, release, threatened release, discharge, disposal, transportation or presence of Hazardous Materials, except those that are in compliance with applicable environmental laws; (ii) LACMTA has provided Agency and/or City with copies of all reports prepared by or on behalf of LACMTA respecting the environmental condition of soils within the Easement Area in the possession of LACMTA; and (iii) there are no claims or actions pending or threatened against LACMTA or the LACMTA Parcel by any governmental entity or agency or any other person or entity relating to Hazardous Substances. The foregoing representations and warranties of LACMTA shall survive the exercise of the Option.
- d. Agency and City understand that LACMTA intends to use some or all of the surface of the Easement Area as a surface parking lot as part of its active and operating light rail system until such time as LACMTA may be required to vacate the surface of the Easement Agreement in accordance with the Easement Agreement.
- e. During and throughout the Option Period, if Agency or City (as applicable) or any developer of the Washington National Project, and/or each of their respective officers, representatives, agents, employees and contractors desire to enter upon the LACMTA Parcel to perform, or cause to be performed, test borings of the soil, environmental audits, engineering studies, a survey of the Easement Area and/or LACMTA Parcel, and/or any other tests or studies deemed desirable or necessary by Agency, City and/or such developer in connection with the proposed Washington National Project, then Agency, City or developer (as applicable) may do so pursuant to a written agreement granting a right of entry (“Right of Entry”) from LACMTA to enter upon the LACMTA Parcel, which Right of Entry shall be in substantially the form attached hereto as Exhibit “K”, which is incorporated herein by reference. From time to time LACMTA agrees to not unreasonably delay the execution of any such Right of Entry following written request therefore from Agency, City and/or such developer in connection with the proposed Washington National Project.

9. Restriction on Construction of Buildings or Structures on Easement Area. During the Option Period, LACMTA shall not construct buildings or structures on the surface of the Easement Area, except as reasonably approved in writing by Agency and City; provided, however, nothing shall prohibit LACMTA from using the surface of the Easement Area for surface parking prior to the exercise of the Option.
10. Reciprocal Easement Agreement. The Parties each agree to negotiate diligently and in good faith, to refrain from unreasonably withholding or conditioning approval of, and from unreasonably delaying such negotiation and approval, and to prepare for formal consideration, approval, and execution, the REA within their respective jurisdictions, which REA shall provide for (among other things) each of the following:
- a. A grant to LACMTA of a perpetual non-exclusive easement for vehicular and pedestrian use on, over, across and through the Triangle Property in connection with the parking of vehicles in the EXPO Spaces, as contemplated in the Easement Agreement;
 - b. The operation and maintenance of the Parking Garage, and the joint use of the Parking Garage by LACMTA and the Agency or City and their respective successors, as applicable, in a manner consistent with the Easement Agreement;
 - c. Grants from LACMTA, Agency and/or City and their respective successors, as applicable, for the use and benefit of each of them and their respective permittees of a non-exclusive easement over the Easement Area and the Triangle Property not occupied by the parking, commercial, residential, transit plaza, and related ancillary uses and/or the Washington National Project for vehicular and pedestrian access to and egress from the Parking Garage and the EXPO Station, which easement must be mutually agreeable to the Parties and shall provide that such use shall not interfere with the use and operation of the Washington National Project or the use and operation of the light rail service at the EXPO Station;
 - d. Areas of the Agency's or City's non-exclusive use of the Easement Area;
 - e. The Agency's and/or City's or their respective successor's obligation to pay for all costs of developing, constructing, operating, maintaining and repairing the Parking Garage, subject to LACMTA's reimbursement of its pro rata share of the costs and expenses to operate, maintain and repair the EXPO Spaces, subject to the limitations on LACMTA's reimbursement obligations, all as described in the Easement Agreement;
 - f. Self-help rights and remedies for LACMTA and Agency or City and their respective successors, as applicable, with respect to non-compliance with Parking Garage maintenance and operation provisions;
 - g. The use of the EXPO Spaces (as defined in the Easement Agreement) by LACMTA transit patrons using the EXPO Station at no cost or expense to such

transit patrons, provided that LACMTA may decide (in its sole and absolute discretion) to charge its transit patrons for parking in the EXPO Spaces. In no event shall City, Agency or its developer be permitted to charge any parking fee to any LACMTA transit patron;

- h. Perpetual, nonexclusive reciprocal easements over, across, through and under those portions of the LACMTA Parcel and the Triangle Property for minor encroachments and maintenance thereof;
 - i. Non-exclusive use by LACMTA and Agency or City, and their respective successors, as applicable, and their patrons and employees, of the surface of the Triangle Property and Easement Area, to the extent the same is made publicly accessible from time to time, for vehicular and pedestrian access to and egress from the Parking Garage; provided, however, such use does not interfere with the operation of the EXPO Station or the EXPO LRT Project; and
 - j. Temporary construction, staging and storage rights on the surface, as well as subterranean levels, of the Easement Area as reasonably requested by Agency or City; provided, however, such use does not interfere with the operation of the EXPO Station or the EXPO LRT Project.
- 11. Cooperation. The Parties intend that the planning, development and construction of the EXPO Station, the Washington National Project, and the parking related thereto, will be a cooperative, mutual endeavor in which the Parties actively participate and work together, in good faith and with due diligence. Each Party hereto agrees to take all lawful actions to negotiate in good faith and prepare for formal consideration and approval all definitive legal agreements within their respective jurisdictions contemplated by, and necessary to implement the purpose and intent of, this Agreement. The Parties agree to implement the EXPO Station and the Washington National Project within their respective jurisdictions in a harmonious way, including without limitation:
 - a. The Parties shall diligently negotiate and prepare for execution by the Parties all documents contemplated herein so as to effectuate the purposes of this Agreement;
 - b. Agency and City will consult with LACMTA and carefully consider any recommendations and objections raised by LACMTA regarding the Agency's or City's, as applicable, proposed selection of the Washington National Project developer and the Agency's or City's, as applicable, proposed approval of financing and assurances to be provided by the developer to ensure construction of the Washington National Project;
 - c. LACMTA agrees to cooperate with Agency and City to facilitate the availability of state and/or federal funds to enable Agency and City to perform its payment obligations; provided, however, nothing in this section shall be deemed to imply or obligate LACMTA to contribute any funds to Agency or the City except as specifically set forth herein or in the Easement Agreement or REA;

- d. It is intended by the Parties that the shared EXPO LRT and Washington National Projects' parking may include the potential development of podium parking;
 - e. LACMTA will consult with Agency and City and carefully consider any recommendations and objections raised by Agency or City regarding LACMTA's proposed future use of the air space located above the EXPO Station platform.
12. Lease of Easement Area. If Agency or City desires to use a portion of the Easement Area for residential purposes and/or commercial uses which exceed 20,000 sq. ft., then at the request of Agency or City, LACMTA shall, subject to California Environmental Quality Act compliance, lease a portion of the Easement Area to Agency or City for such residential purposes and/or commercial uses on a lease form subject to the reasonable approval of LACMTA and Agency or City based upon similar transit oriented development leases utilized by LACMTA for such purposes; provided however, that in consideration of the public uses being provided by the City and Agency at the sole cost and expense of the Agency or City (including, without limitation, Agency or City construction of the transit plaza and associated linkages, Agency or City provision of temporary and permanent LACMTA parking; Agency or City provision of the EXPO construction staging area, the development of commercial facilities to serve the train users and others, and the construction of a transit-oriented development), the rent to be charged the Agency or City therefor shall be nominal. Without affecting, changing or modifying in any way LACMTA's rights, remedies or obligations under the Easement Agreement or the REA, the Parties agree that in connection with any such lease they shall negotiate in good faith respecting an amendment to the REA and with respect to such leased space, if any.
13. LACMTA's Representations and Warranties. LACMTA hereby represents and warrants to Agency and City as follows, which representations and warranties are true in all material respects as of the date hereof:
- a. Authority. LACMTA has the legal power, right and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The individuals executing this Agreement on behalf of LACMTA have the legal power, right and actual authority to bind LACMTA to the terms and conditions of this Agreement.
 - b. Requisite Action. As of the date hereof, all requisite action has been taken by LACMTA in connection with the entering into of this Agreement.
 - c. Validity. This Agreement and all documents required hereby to be executed by LACMTA are valid, legally binding obligations of and enforceable against LACMTA in accordance with their terms.
 - d. Claims. LACMTA has received no written notice of any pending or threatened administrative actions (including, without limitation, bankruptcy or insolvency

proceedings under state or federal law), suits, claims or causes of action pending against LACMTA, the LACMTA Parcel and/or the Easement Area which could adversely affect the ability of LACMTA to consummate fully the transactions contemplated by this Agreement.

The representations and warranties of LACMTA shall survive the exercise of the Option.

14. Agency's Representations and Warranties. Agency hereby represents and warrants to LACMTA as follows, which representations and warranties are true in all material respects as of the date hereof:

- a. Authority. Agency has the legal power, right and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The individuals executing this Agreement on behalf of Agency have the legal power, right and actual authority to bind Agency to the terms and conditions of this Agreement.
- b. Requisite Action. As of the date hereof, all requisite action has been taken by Agency in connection with the entering into of this Agreement.
- c. Validity. This Agreement and all documents required hereby to be executed by Agency are valid, legally binding obligations of and enforceable against Agency in accordance with their terms.
- d. Claims. Agency has received no written notice of any pending or threatened administrative actions (including, without limitation, bankruptcy or insolvency proceedings under state or federal law), suits, claims or causes of action pending against Agency, the Triangle Property and/or the Replacement Spaces which could adversely affect the ability of Agency to consummate fully the transactions contemplated by this Agreement.

The representations and warranties of Agency shall survive the exercise of the Option.

Agency shall immediately advise LACMTA in writing of Agency's knowledge of any pending or threatened administrative actions (including, without limitation, bankruptcy or insolvency proceedings under state or federal law), suits, claims or causes of action pending against Agency, the Triangle Property and/or the Replacement Spaces which could adversely affect the ability of Agency to consummate fully the transactions contemplated by this Agreement.

15. City's Representations and Warranties. City hereby represents and warrants to LACMTA as follows, which representations and warranties are true in all material respects as of the date hereof:

- a. Authority. City has the legal power, right and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The

individuals executing this Agreement on behalf of City have the legal power, right and actual authority to bind City to the terms and conditions of this Agreement.

- b. Requisite Action. As of the date hereof, all requisite action has been taken by City in connection with the entering into of this Agreement.
- c. Validity. This Agreement and all documents required hereby to be executed by City are valid, legally binding obligations of and enforceable against City in accordance with their terms.
- d. Claims. City has received no written notice of any pending or threatened administrative actions (including, without limitation, bankruptcy or insolvency proceedings under state or federal law), suits, claims or causes of action pending against City, the Triangle Property and/or the Replacement Spaces which could adversely affect the ability of City to consummate fully the transactions contemplated by this Agreement.

The representations and warranties of City shall survive the exercise of the Option.

City shall immediately advise LACMTA in writing of City's knowledge of any pending or threatened administrative actions (including, without limitation, bankruptcy or insolvency proceedings under state or federal law), suits, claims or causes of action pending against City, the Triangle Property and/or the Replacement Spaces which could adversely affect the ability of City to consummate fully the transactions contemplated by this Agreement.

- 16. No Relocation Benefits. Without limiting any of Agency or City's obligations under this Agreement, LACMTA acknowledges and agrees that it shall not be entitled to any relocation benefits or payments arising out of its vacation of any temporary or permanent parking spaces within the Washington National Project. LACMTA knowingly, voluntarily and intelligently waive any such benefits or payments. Nothing in this Section reduces or modifies the Agency and City obligations to provide the Temporary Parking Spaces or the EXPO Spaces.
- 17. Eminent Domain. LACMTA acknowledges that, under the circumstances existing as of the date of this Agreement, the proposed use of the Easement Area by the Agency or City (subject to all rights therein to be retained by LACMTA as contemplated by this Agreement) is the most necessary public use for such property. City and Agency each acknowledges that, under the circumstances existing as of the date of this Agreement, LACMTA's current and proposed uses of the LACMTA Parcel are the most necessary public uses for such property.
- 18. General Provisions.
 - a. Notices. All notices under this Agreement shall be sufficiently given if delivered or mailed by registered or certified mail, postage prepaid and return receipt requested, or by nationally recognized overnight courier service, and addressed as

follows:

To City:

City Manager
City of Culver City
9770 Culver Boulevard
Culver City, CA 90230-0507
Facsimile No.: (310) 253-6010

With a copy to:

Public Works Director/City Engineer
City of Culver City
9770 Culver Boulevard
Culver City, CA 90230-0507
Facsimile No.: (310) 253-5626

and

Transportation Director
City of Culver City
4343 Duquesne Avenue
Culver City, CA 90230-0507
Facsimile No.: (310) 253-6513

To Agency:

Assistant Executive Director
Culver City Redevelopment Agency
9770 Culver Boulevard
Culver City, CA 90230
Facsimile No.: (310) 253-5779

To LACMTA:

Chief, Real Property Management and Development
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, California 90012
Facsimile No.: (213) 922-2228

With a copy to:

General Counsel
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Facsimile No.: (213) 922-7432

Any notice or demand required shall be given (1) personally, (2) by certified or registered mail, postage prepaid, return-receipt requested, (3) by confirmed fax, or (4) by reliable messenger or overnight courier to the address of the respective parties set forth above. Any notice served personally shall be deemed delivered upon receipt, served by facsimile transmission shall be deemed delivered on the date of receipt as shown on the received facsimile if during regular business hours and if not, the next business day, and served by certified or registered mail or by reliable messenger or overnight courier shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier, or five (5) business days after deposit in the United States mail in Los Angeles County. Each Party may from time to time designate any other address or addressee or additional addressees for this purpose by written notice to the other Parties.

The Parties may also designate other procedures for the giving of notice as required or permitted under the terms of this Agreement, but each alternate procedure shall be described in a writing that is signed by the Parties hereto.

- b. Continuing Documents. Except to the extent expressly set forth herein, nothing in this Agreement shall be deemed to amend or modify in any manner any documents in effect on the date of this Agreement with respect to the subject matter herein or otherwise, all of which shall remain in full force and effect; provided that this Agreement shall be deemed to supersede and replace the MOU with respect to the subject matter of this Agreement. This Agreement supersedes all prior oral discussions between the parties with respect to the subject matter of this Agreement.
- c. Modification. This Agreement may not be modified, amended or otherwise changed in any manner, except by a prior written amendment executed by the parties, or their respective successors in interest.

- d. Section Headings. The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.
- e. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision.
- f. Construction. It is expressly understood by the parties that the language of this Agreement was jointly prepared and shall therefore not be construed for or against any Party.
- g. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective legal representatives, successors and assigns.
- h. Governing Law. This Agreement is entered into in the State of California and shall be construed and interpreted in accordance with its internal laws without reference to choice of law or conflict of law provisions.
- i. Date of Agreement. This Agreement shall be effective on the date that is set forth in the preamble to this Agreement.
- j. Indemnification.
 - (A) By LACMTA. LACMTA agrees to defend, indemnify, protect, and hold Agency and City and all of their respective officers, agents, and employees harmless from any and all actions, suits, proceedings, liability, loss, expense (including all expenses of investigation and defending against same), and all claims for injury or damages to any person, arising out of the LACMTA's performance of this Agreement, but only in proportion to and to the extent such actions, suits, proceedings, liability, loss, expense or claims for injury or damages are caused by, or result from, the negligent or intentional acts or omissions of LACMTA, its officers, agents, or employees.
 - (B) By Agency. Agency agrees to defend, indemnify, protect, and hold LACMTA and all of its officers, agents, and employees harmless from any and all actions, suits, proceedings, liability, loss, expense (including all expenses of investigation and defending against same), and all claims for injury or damages to any person, arising out of the Agency's performance of this Agreement, but only in proportion to and to the extent such actions, suits, proceedings, liability, loss, expense or claims for injury or damages

are caused by, or result from, the negligent or intentional acts or omissions of Agency, its officers, agents, or employees.

(C) By City. City agrees to defend, indemnify, protect, and hold LACMTA and all of its officers, agents, and employees harmless from any and all actions, suits, proceedings, liability, loss, expense (including all expenses of investigation and defending against same), and all claims for injury or damages to any person, arising out of the City's performance of this Agreement, but only in proportion to and to the extent such actions, suits, proceedings, liability, loss, expense or claims for injury or damages are caused by, or result from, the negligent or intentional acts or omissions of City, its officers, agents, or employees.

- k. Assignment. Neither Agency nor City shall assign any of their respective rights and obligations under this Agreement, except that Agency and City shall each have the right from time to time to assign in whole or in part any or all of its respective rights under this Agreement to any public and/or private persons or entities as deemed by the Agency or City, as applicable, to be necessary or desirable in order to implement the Redevelopment Project, provided however, such assignment shall not be effective unless and until the Agency or City, as applicable, receives LACMTA's prior written approval for any private persons or entities which approval shall be provided using reasonable commercial standards, such as credit worthiness and experience in the field and which approval shall not be unreasonably conditioned, withheld, or delayed. LACMTA's consent to any such assignment shall not relieve such assignee of the obligation to obtain LACMTA's consent to each subsequent assignment, and any assignment shall be subject to the assignee assuming all of the assignor's obligations under this Agreement.
- l. Time of Essence. Time is expressly made of the essence with respect to the performance by each Party of each and every obligation and condition of this Agreement.
- m. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding Agreement.
- n. Exhibits Incorporated by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference.
- o. Further Actions. Each Party agrees to sign such other and further instruments and documents and take such other and further actions as may be reasonably necessary or proper in order to accomplish the intent of this Agreement.
- p. Recordation. This Agreement shall be recorded against the LACMTA Parcel and the Triangle Property.

- q. Default. Failure or delay by any Party to perform or comply with any term or provision of this Agreement constitutes a default under this Agreement. The injured Party shall give written notice of default to the Party in default, specifying the default complained of by the injured Party. The defaulting Party must cure, correct or remedy such failure or delay within ten (10) days after receipt of such written notice of default. Notwithstanding the foregoing, if the non-defaulting Party notifies the defaulting Party that such default is an urgent matter relating to public health and safety, and such matter is an urgent matter relating to public health and safety, rather than the notice period set forth in the preceding sentence, the notice period shall be forty-eight (48) hours following receipt of the notice. Failure or delay in giving such notice of default shall not constitute a waiver of any default, nor shall it change the time of default. Delays by any Party in asserting any of its rights and remedies shall not deprive any Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.
- r. Specific Performance. Subject to the notice and cure provision of Section q., above, if any Party defaults hereunder, the non-defaulting Parties, each at its option, may pursue any rights or remedies available at law or in equity, including, without limitation specific performance.
- s. Partial Invalidity. If any term or provision or portion thereof of this Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision or portion thereof to persons or entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

[remainder of page left intentionally blank]

[signatures on following pages]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

By: _____
Arthur T. Leahy
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By: _____
Joyce Chang
Principal Deputy County Counsel

[remainder of page left intentionally blank]

[signatures on following page]

CULVER CITY REDEVELOPMENT AGENCY

By: _____

John Nachbar
Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____

Murray O. Kane
Kane Ballmer & Berkman
Agency General Counsel

CITY OF CULVER CITY

By: _____

John Nachbar
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____

Carol A. Schwab
City Attorney

OPTION AGREEMENT
EXHIBIT LIST

Exhibit “A” - EXPO Station Drawing
Exhibit “B” – LACMTA Parcel Legal Description
Exhibit “C-1” – Depiction of Triangle Property
Exhibit “C-2” – Legal Description of Triangle Property
Exhibit “D” – Washington National Project Concept Site Plan
Exhibit “E-1” – Depiction of Easement Area
Exhibit “E-2” – Legal Description of Easement Area
Exhibit “F” – Easement Agreement
Exhibit “G-1” – Form of Agency/City Quitclaim Deed
Exhibit “G-2” – Form of LACMTA Quitclaim Deed
Exhibit “H” – Preliminary Report
Exhibit “I” – LACMTA Deemed Approved Procedure
Exhibit “J” –Permitted Paratransit Shuttle Service Area
Exhibit “F” –Form of Right of Entry

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____,
a Notary Public, personally appeared _____, who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____,
a Notary Public, personally appeared _____, who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A
EXPO STATION DRAWING

[behind this page]

EXHIBIT B
LACMTA PARCEL LEGAL DESCRIPTION

[behind this page]

EXHIBIT C-1
DEPICTION OF TRIANGLE PROPERTY

[behind this page]

EXHIBIT C-2
TRIANGLE PROPERTY LEGAL DESCRIPTION

[behind this page]

EXHIBIT D

WASHINGTON NATIONAL PROJECT CONCEPT SITE PLAN

[behind this page]

EXHIBIT E-1
DEPICTION OF EASEMENT AREA

[behind this page]

EXHIBIT E-1

LEGAL DESCRIPTION OF EASEMENT AREA

[behind this page]

EXHIBIT F
EASEMENT AGREEMENT

[behind this page]

EXHIBIT G-1
FORM OF AGENCY/CITY QUITCLAIM DEED

[behind this page]

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Munger, Tolles & Olson LLP
355 South Grand Avenue, 35th Floor
Los Angeles, California 90071
Attention: Richard S. Volpert, Esq.

MAIL TAX STATEMENT TO:

Los Angeles County Metropolitan
Transportation Authority
One Gateway Plaza
Los Angeles, California 90012-2952
Attn: Velma Marshall

(Space Above Line for Recorder's Use Only)

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CULVER CITY REDEVELOPMENT AGENCY ("Agency"), and CITY OF CULVER CITY ("City" and collectively, with Agency, "Grantor"), hereby does each REMISE, RELEASE AND FOREVER QUITCLAIM to LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a California county transportation authority existing under the authority of Section 130050.2 et seq. of the California Public Utility Code ("Grantee"), all that certain real property situated in the City of Culver City, County of Los Angeles, State of California, described on Exhibit A which is attached hereto and by this reference incorporated herein (the "Property").

[signatures on following pages]

IN WITNESS HEREOF, Grantor has caused this instrument to be executed effective as of _____, 20__.

CULVER CITY REDEVELOPMENT AGENCY

By: _____
John Nachbar
Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____
Murray O. Kane
Kane Ballmer & Berkman
Agency General Counsel

CITY OF CULVER CITY

By: _____
John Nachbar
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Carol A. Schwab
City Attorney

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the real property conveyed by the foregoing Quitclaim Deed from CULVER CITY REDEVELOPMENT AGENCY and CITY OF CULVER CITY to the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a California county transportation authority existing under the authority of Section 130050.2 et seq. of the California Public Utility Code (“Grantee”), is hereby accepted by the undersigned on behalf of Grantee pursuant to authority conferred by resolution of the Board of Directors of Grantee, and Grantee hereby consents to the recordation of this Grant Deed by its duly authorized officer.

Dated this ____ day of _____, 20____

By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____,
a Notary Public, personally appeared _____, who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____,
a Notary Public, personally appeared _____, who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A TO QUITCLAIM DEED

LEGAL DESCRIPTION OF PROPERTY

All that certain real property in the City of Culver City, County of Los Angeles, State of California more particularly described as follows:

EXHIBIT G-2
FORM OF LACMTA QUITCLAIM DEED

[behind this page]

OFFICIAL BUSINESS

Document entitled to free
recording per Government Code
Sections 6103 and 27383

Recording Requested By
And When Recorded Return to:

CULVER CITY REDEVELOPMENT AGENCY
9770 Culver Boulevard
Culver City, California 90232
Attention: Asst. Executive Director

(Space Above Line for Recorder's Use Only)

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a California county transportation authority existing under the authority of Section 130050.2 et seq. of the California Public Utility Code ("Grantor"), hereby does REMISE, RELEASE AND FOREVER QUITCLAIM to [CITY OF CULVER CITY] ("Grantee"), all that certain real property situated in the City of Culver City, County of Los Angeles, State of California, described on Exhibit A which is attached hereto and by this reference incorporated herein (the "Property").

[signatures on following pages]

IN WITNESS HEREOF, Grantor has caused this instrument to be executed effective as of _____, 20____.

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

By: _____
Arthur T. Leahy
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By: _____
Joyce Chang
Principal Deputy County Counsel

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____,
a Notary Public, personally appeared _____, who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A TO QUITCLAIM DEED

LEGAL DESCRIPTION OF PROPERTY

All that certain real property in the City of Culver City, County of Los Angeles, State of California more particularly described as follows:

EXHIBIT H
PRELIMINARY REPORT

[behind this page]

EXHIBIT I

LACMTA DEEMED APPROVAL PROCEDURE

The following provisions shall govern LACMTA and Authority approval of plans and specifications submitted by Agency [OR CITY] pursuant to this Easement Agreement and/or any document entered into pursuant to this Easement Agreement. All references to “Metro” in this Exhibit shall mean LACMTA and/or Authority, as applicable.

Deemed Approval of Plans and Specifications. This Exhibit “G” shall be applicable only to plans and specifications for improvements submitted by Agency [OR CITY] at a level of design development subsequent to Metro’s approval of a 30% completion level for plans and specifications (the “30% Drawings”) for such improvements, provided that such plans and specifications (a) do not contain modifications to the plans and specifications approved by LACMTA at the previous level of design development (other than modifications that represent a logical evolution of the elements depicted, described or specified in the previous Level of Design Development). This Exhibit “G” shall not be applicable to Metro’s approval of any 30% Drawings or to any plans and specifications submitted other than in accordance with this Easement Agreement and this Exhibit “G”. Plans and specifications (other than conceptual plans) submitted to Metro at a particular level of design development in accordance herewith shall be deemed approved by Metro, if Metro fails to approve, disapprove or request changes to the same within ten (10) business days after its receipt of a written notice from Agency [OR CITY] (delivered after expiration of the applicable thirty (30) day period noted in this Easement Agreement), indicating Metro’s failure to provide such approval, disapproval or request for changes; provided:

- (1) Such written notice contains the following provisions, in large type and in bold print:

“THIS IS YOUR SECOND AND FINAL NOTICE REGARDING THIS MATTER. FAILURE TO APPROVE OR DISAPPROVE THE REQUESTED MATTER WITHIN TEN (10) BUSINESS DAYS AFTER YOUR RECEIPT OF THIS REQUEST SHALL BE DEEMED AN APPROVAL OF THE SAME PURSUANT TO EXHIBIT G OF THE EASEMENT AGREEMENT WITH THE AGENCY[OR CITY]”; and

- (2) At the time the subject plans and specifications are submitted to Metro, Agency [OR CITY] provides Metro with a written notice requesting approval of such plans and specifications and sets forth in such written notice one or the other of the following provisions (as applicable), in large type and in bold print:

- (a) If such submittal is the initial submittal of plans and specifications at a particular level of design development or is a submittal of plans and specifications at a particular level of design development for any reason other than as set forth in the following subsection (b), below, then the following provision shall be included in the written notice:

“NOTICE IS HEREBY GIVEN THAT FAILURE TO APPROVE OR DISAPPROVE THE REQUESTED MATTER WITHIN THIRTY (30) DAYS AFTER YOUR RECEIPT OF THIS REQUEST SHALL BE DEEMED AN APPROVAL OF THE SAME PURSUANT TO EXHIBIT G OF THE EASEMENT AGREEMENT WITH THE AGENCY[OR CITY]”

(b) If such submittal is a re-submittal of plans and specifications at a particular level of design development due solely to either a previous Metro disapproval of plans and specifications at that level of design development or a previous Metro request for changes to plans and specifications at that level of design development, then the following provision shall be included in the written notice:

“NOTICE IS HEREBY GIVEN THAT FAILURE TO APPROVE OR DISAPPROVE THE REQUESTED MATTER WITHIN FIFTEEN (15) DAYS AFTER YOUR RECEIPT OF THIS REQUEST SHALL BE DEEMED AN APPROVAL OF THE SAME PURSUANT TO EXHIBIT G OF THE EASEMENT AGREEMENT WITH THE AGENCY[OR CITY]”

EXHIBIT J

PERMITTED PARATRANSIT SHUTTLE SERVICE AREA

[behind this page]

EXHIBIT K
FORM OF RIGHT OF ENTRY

[behind this page]

OFFICIAL BUSINESS
Document entitled to free
recording per Government Code
Sections 6103 and 27383

Recording Requested By
And When Recorded Return to:

CULVER CITY REDEVELOPMENT AGENCY
9770 Culver Boulevard
Culver City, California 90232
Attention: Asst. Executive Director

(Space Above Line for Recorder's Use Only)

PERPETUAL EASEMENT AGREEMENT

THIS PERPETUAL EASEMENT AGREEMENT ("Easement Agreement") is entered into as of _____, 20__ by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA"), and the Culver City Redevelopment Agency ("Agency") [OR THE CITY OF CULVER CITY ("CITY")], with reference to the following:

RECITALS

***[DRAFTING NOTE: FACTUAL INFORMATION IN RECITALS BELOW WILL BE
UPDATED AS NECESSARY AT TIME EASEMENT IS PREPARED FOR EXECUTION
AND THIS NOTE REMOVED]***

- A. The Exposition Metro Line Construction Authority ("Authority") is a public entity created by the California State Legislature pursuant to Public Utilities Code ("PUC") section 132600 for the purpose of awarding and overseeing final design and construction contracts for the completion of the Los Angeles - Exposition light rail transit project from Metro Rail station at 7th and Flower Streets in the City of Los Angeles to the Downtown area of the City of Santa Monica ("EXPO LRT Project").
- B. City of Culver City ("City") is a municipal corporation created and empowered in accordance with its charter and the constitution of the State of California.
- C. LACMTA is a public entity created by the California State Legislature pursuant to PUC sections 130050.2 *et. seq.* for many purposes including, but not limited to, the design, construction, and operation of rail and bus transit systems and other transportation facilities in Los Angeles County.

- D. Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under Chapter 2 of the Community Redevelopment Law of the State of California, and is carrying out the Culver City Redevelopment Project ("Redevelopment Project") in which a portion of the EXPO LRT Project is to be located.
- E. Phase 1 of the EXPO LRT Project is an approximately 9 mile light rail line extending southward from Downtown Los Angeles to Exposition Park, and then westward along Exposition Boulevard to Venice Boulevard/Robertson Boulevard, and traversing through and ending at the aerial Culver City Station.
- F. The EXPO LRT Project Culver City Station and ancillary improvements being constructed in connection therewith are illustrated on Exhibit "A" attached hereto and incorporated herein by reference ("EXPO Station"). The EXPO Station is located within the LACMTA-owned 150-foot-wide parcel that is located between Venice Boulevard and Washington Boulevard ("LACMTA Parcel"). The LACMTA Parcel is legally described on Exhibit "B" attached hereto and incorporated herein by reference.
- G. LACMTA, Agency, Authority and City entered into that certain Memorandum of Understanding executed as of January 18, 2011 ("MOU"), which concerns the EXPO Station and provides for the undertaking of certain expenditures and related commitments to enhance the implementation of the respective projects of the parties to the MOU in a manner consistent with the interests of such parties.
- H. City and Agency are in the process of carrying out the redevelopment of a portion of the Redevelopment Project on real property which abuts the location of the EXPO Station, which portion of the Redevelopment Project is referred to as the "Washington National Project". The Washington National Project is anticipated to be located within City-owned property as shown on Exhibit "C-1" and as legally described on Exhibit "C-2" each as attached hereto and incorporated herein by reference (collectively, the "Triangle Property"), and a portion of the LACMTA Parcel. The proposed location of the Washington National Project, and Agency's/City's proposed use of a portion of the LACMTA Parcel, as currently contemplated by the Agency/City, is depicted on the concept site plan attached hereto as Exhibit "D" and incorporated herein by reference.
- I. The hereinafter defined "Parking Garage" required the Authority to provide additional support to the EXPO Station in order to accommodate subterranean portions thereof that are located in close proximity to the EXPO Station's foundations. Pursuant to the MOU, the Agency agreed to reimburse the Authority for the costs of such additional support, and the Authority has constructed the Expo Station with the additional supports to accommodate the Parking Garage in reliance thereon.
- J. In furtherance of the MOU, LACMTA, Agency, and City entered into that certain Option Agreement for Perpetual Easement dated as of September [____], 2011 ("Option Agreement").

- K. The Agency **[OR CITY]** has exercised the “Option” (as set forth and as defined in the Option Agreement). This Easement Agreement is the “Easement Agreement” referenced in the Option Agreement and is entered into in accordance with the Option Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above, the covenants, conditions and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Agency **[OR CITY]** and LACMTA, intending to be legally bound, hereby agree as follows:

ARTICLE 1

DEFINITIONS

As used in this Easement Agreement, the following terms have the meanings set forth below.

1.1 “Agency” means the Culver City Redevelopment Agency and any successors and assigns.

1.2 “Agency’s **[OR CITY’S]** Hazardous Materials” means any Hazardous Materials that (i) become present in, on, under or about the LACMTA Parcel as a result of any act or omission of Agency **[OR CITY]** or any person acting on behalf of Agency **[OR CITY]**, and/or (ii) are present in, on, under or about the LACMTA Parcel as of the Closing Date, but the presence of which Hazardous Materials in, on, under or about the LACMTA Parcel would not have given rise to a claim or a duty to Remediate, were it not for the actions of Agency **[OR CITY]**, including any actions relating to its rights to develop, construct or otherwise perform work in, on, under or about the Easement Area.

1.3 “Applicable Laws” shall mean all laws, statutes, requirements, ordinances, orders, judgments, regulations, resolutions, covenants, restrictions, administrative or judicial determinations of any governmental authority, court or agency having jurisdiction over the Easement Area, whether enacted or in effect, and as interpreted, as of the date of this Easement Agreement or thereafter, including, but not limited to, environmental laws, zoning laws, building codes and regulations and those laws relating to accessibility to, usability by, and discrimination against, disabled individuals, as well as all covenants, restrictions, and conditions of record that encumber the Easement Area.

1.4 “Authority” means the Exposition Metro Line Construction Authority and any successors and assigns.

1.5 “City” means the City of Culver City and any successors and assigns.

1.6 “Construction License Agreement” means that certain License Agreement for Construction of Temporary Spaces dated as of September [____], 2011 entered into by and among City, Agency, and Authority.

1.7 “Easement Area” means the northerly 91 feet of the LACMTA Parcel, including surface, air (not to exceed five stories above grade), and subterranean portions thereof, as illustrated on Exhibit “E-1” attached hereto, and as legally described on Exhibit “E-2” attached hereto.

1.8 “EXPO Phase 2 Completion Date” means the date revenue operations commence for the Phase 2 LRT EXPO Project from Venice/Robertson to the station at which such Phase 2 actually terminates.

1.9 “EXPO Spaces” means unreserved parking spaces in the Parking Garage to serve the EXPO Station users in a number equal to one of the following (the Parties acknowledge and agree that the number of EXPO Spaces will change from time to time as set forth below):

a. Until the EXPO Phase 2 Completion Date, “EXPO Spaces” shall mean six hundred (600) parking spaces; provided, however:

- (1) Prior to the EXPO Phase 2 Completion Date, LACMTA shall perform a parking survey during the third year of revenue operations of EXPO Phase 1. Based on the parking survey, LACMTA may, at its sole and absolute discretion, elect to reduce its use of the EXPO Spaces to less than six hundred (600) prior to the EXPO Phase 2 Completion Date. In such event, “EXPO Spaces” shall mean such reduced number of parking spaces in the Parking Garage during any period of time that LACMTA, in its sole and absolute discretion, reduces its use of the EXPO Spaces to less than six hundred (600), provided that LACMTA may, in its sole and absolute discretion, at any time rescind such reduction; and
- (2) In the event the planned Phase 2 of the Washington National Project is completed prior to the EXPO Phase 2 Completion Date and operation of the Parking Garage is commenced, then the six hundred (600) EXPO Spaces in the Parking Garage may, at the option of Agency **[OR CITY]**, be reduced to three hundred (300) parking spaces and “EXPO Spaces” shall then mean three hundred (300) parking spaces in the Parking Garage, provided Agency **[OR CITY]** also provides the use of not less than three hundred (300) parking spaces in the Ince Parking Garage (rather than the 235 Replacement Spaces otherwise contemplated) at no charge, cost, or expense to LACMTA or its Permittees, until the EXPO Phase 2 Completion Date. The use of the three hundred (300) parking spaces in the Ince Parking Garage shall be subject to the terms and conditions set forth in the Parking License Agreement, and in such case the Parking Agreement shall be deemed to remain in effect for such purpose; or

b. After the EXPO Phase 2 Completion Date, “EXPO Spaces” shall mean three hundred (300) parking spaces.

1.10 “Hazardous Materials” means any substance, material or waste which is or becomes regulated by the United States government, the State of California, or any local or other governmental authority, including, without limitation, any material, substance or waste which is (i) defined as a “hazardous waste”, “acutely hazardous waste”, “restricted hazardous waste”, or “extremely hazardous waste” under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code; (ii) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code; (iii) defined as a “hazardous material”, “hazardous substance”, or “hazardous waste” under Section 25501 of the California Health and Safety Code; (iv) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code; (v) petroleum; (vi) asbestos; (vii) a polychlorinated biphenyl; (viii) listed under Article 9 or defined as “hazardous” or “extremely hazardous” pursuant to Article 11 of Title 22 of the California Code of Regulations, Chapter 20; (ix) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act (33 U.S.C. Section 1317); (x) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. Section 6903); (xi) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601); or (xii) any other substance, whether in the form of a solid, liquid, gas or any other form whatsoever, which by any governmental requirements either requires special handling in its use, transportation, generation, collection, storage, treatment or disposal, or is defined as “hazardous” or is harmful to the environment or capable of posing a risk of injury to public health and safety.

1.11 “Ince Parking Garage” means the Ince Boulevard Public Parking Garage at 9099 Ince Boulevard in Culver City.

1.12 “LACMTA” means the Los Angeles County Metropolitan Transportation Authority and any successors and assigns.

1.13 “LACMTA’s or Authority’s Hazardous Materials” means any Hazardous Materials that, as a result of the actions of LACMTA or Authority, exist in, on, under or about the Easement Area, excluding any of the same that are Agency’s **[OR CITY’S]** Hazardous Materials.

1.14 “Non-Peak Hours” means _____ **[BLANK TO BE FILLED IN BASED ON MTA GOOD FAITH DETERMINATION OF NON-PEAK HOURS BASED UPON ACTUAL OPERATION OF EXPO LRT PROJECT.]**

1.15 “Option Agreement” means that certain Option Agreement dated as of September [____], 2011 entered into by and among the City, Agency and LACMTA.

1.16 “Parking Garage” means the parking garage facility to serve the Washington National Project to be located on the Triangle Property and the Easement Area.

1.17 “Parking License Agreement” shall mean that certain License Agreement For Use, Operation, Maintenance, and Repair of Temporary Parking Spaces dated as of September [____], 2011 entered into by and among, City, Agency, LACMTA.

1.18 “Parties” means LACMTA and Agency **[OR CITY]**, the parties to this Easement Agreement.

1.19 “Permittees” means the Parties’ respective officers, directors, employees, agents, partners, contractors, customers, visitors, invitees, licensees and concessionaires.

1.20 “REA” shall mean the Reciprocal Easement Agreement contemplated by Section 10 of the Option Agreement and described in Section 3.5, below.

1.21 “Release” means any release, spill, emission, emptying, leaking, injection, deposit, disposal, discharge, dispersal, leaching, pumping, pouring, dumping or migration into or through the environment (including atmosphere, ambient air, soil, surface water, groundwater, drinking water supply, surface land or subsurface strata), or into or out of any property.

1.22 “Remediate” means any response or remedial action as defined under Section 101(25) of CERCLA, and similar actions with respect to Hazardous Materials as defined under comparable state and local laws, and any other clean-up, removal, containment, abatement, monitoring, treatment, disposal, closure, restoration or other mitigation or remediation of Hazardous Materials or Releases required by any governmental authority or under any law referenced above in the definition of Hazardous Materials.

1.23 “Replacement Spaces” means no less than two hundred thirty-five (235) unreserved parking spaces made available to LACMTA at no cost in the Ince Parking Garage as set forth in the Parking License Agreement. The use of the Replacement Spaces shall be subject to the terms and conditions set forth in the Parking License Agreement.

1.24 “Temporary Spaces” means temporary surface parking spaces which may be constructed by the Authority within a portion of the Easement Area and the Triangle Property pursuant to the Construction License Agreement and which may be relocated to the Replacement Spaces (as set forth in the Parking License Agreement) in a number equal to one of the following (the Parties acknowledge and agree that the number of Temporary Spaces may change from time to time as set forth below):

a. Until the EXPO Phase 2 Completion Date, “Temporary Spaces” shall mean six hundred (600) parking spaces;

b. After the EXPO Phase 2 Completion Date, “Temporary Spaces” shall mean three hundred (300) parking spaces;

c. If the Temporary Spaces are relocated to the Ince Parking Garage (as set forth in the Parking License Agreement), then the “Temporary Spaces” shall mean the “Replacement Spaces”.

ARTICLE 2

GRANT OF EASEMENT

2.1 Grant of Easement. For valuable consideration, receipt of which is hereby acknowledged, and subject to LACMTA’s reservation of Retained Rights, as defined in Section 3 below and to the other terms and conditions of this Easement Agreement, LACMTA hereby grants to Agency [OR CITY] a perpetual easement on, under and above (not to exceed five stories above grade) the Easement Area to construct, use, operate, maintain, repair, and/or reconstruct parking uses, transit plaza uses, and residential and commercial (incidental to the operation of a garage) uses provided that such residential and commercial uses may not exceed in the aggregate 20,000 square feet, and of such 20,000 square feet not more than 5,000 square feet may be in the below-grade portions of the Easement Area. The REA shall describe and set forth the areas of the Agency’s [OR CITY’S] exclusive and non-exclusive use of the Easement Area. The Parties agree that nothing in this Easement Agreement shall limit or preclude in any way any use of the Easement Area for residential and commercial uses pursuant to a lease of the Easement Area which may be subsequently entered into as set forth in Section 8.1.b, below. Any such lease, if requested and entered into and to the extent agreed between the parties thereto, would not be subject to the height, or square footage restrictions of the Easement Area.

2.2 Perpetual Easement. This Easement Agreement (including the grant of easement) and all of the covenants contained herein shall continue in full force and effect in perpetuity. **[TO BE DISCUSSED]**

2.3 Condition of Easement Area;

- a. AS-IS, WHERE-IS. Agency [OR CITY] acknowledges and agrees that, except as expressly set forth herein, LACMTA makes no representation or warranty whatsoever, whether express or implied or arising by operation of law, with respect to any interest in the Easement Area or any portion thereof conveyed pursuant to this Easement Agreement. EXCEPT AS EXPRESSLY SET FORTH HEREIN, AGENCY AND CITY EACH AGREES THAT THE INTERESTS IN THE EASEMENT AREA (AND/OR ANY PORTION THEREOF) HAVE BEEN TRANSFERRED AND CONVEYED TO (AND ACCEPTED BY) THE AGENCY [OR CITY] IN THEIR THEN-EXISTING CONDITION, AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW. All representations and warranties not expressly set forth herein are hereby disclaimed by LACMTA and waived by Agency [OR CITY]. Without limiting the generality of the foregoing, except as expressly set forth herein, LACMTA makes no representation, warranty or guarantee of any kind, either express or implied, with respect to merchantability,

marketability, habitability, fitness for a particular use or purpose, the value or accuracy of information provided respecting the Easement Area, prospects for future development, use, or occupancy, zoning and/or permitted uses, of all or any portion of the Easement Area, and Agency **[OR CITY]** acknowledges and agrees that:

- i. Agency **[OR CITY]** has had the opportunity to make its own independent investigation of the Easement Area and all other aspects of this transaction, including, without limitation, the financial value of the Easement and projected future income and expenses for the Easement Area, and will have relied entirely thereon and on the advice of its independent consultants (if any) in entering into this Easement Agreement, and not on any information or material supplied by or on behalf of LACMTA.
- ii. Agency **[OR CITY]** has reviewed all instruments, records and documents which Agency **[OR CITY]** deemed appropriate or advisable to review in connection with the Easement Area and this Easement Agreement, and Agency **[OR CITY]** has determined that the information and data contained therein or evidenced thereby was satisfactory to Agency **[OR CITY]**.
- iii. Agency **[OR CITY]** acknowledges that the Easement Area may or may not contain Hazardous Materials and that, except as expressly set forth herein, LACMTA makes no representation or warranty to Agency or City regarding the presence or absence of any Hazardous Materials in, on, or under the Easement Area. It shall be Agency **[OR CITY's]** responsibility to examine the Easement Area and to review such reports or other documents it deems necessary to satisfy itself as to the presence or absence of any such Hazardous Materials. Except as expressly set forth herein, if any Hazardous Materials are encountered during the planning, design, or construction of the Parking Garage, Agency **[OR CITY]** shall be responsible for all costs of disposal and remediation of such Hazardous Materials as a project cost.
- iv. In connection with this Section 2.3(a), Agency **[OR CITY]** expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." AGENCY **[OR CITY]** ACKNOWLEDGES AND AGREES THAT IT HAS BEEN REPRESENTED BY LEGAL COUNSEL OF ITS CHOICE IN CONNECTION WITH THIS EASEMENT AGREEMENT, AND THAT SUCH COUNSEL HAS EXPLAINED TO IT THE PROVISIONS OF

THIS SECTION 2.3(a). BY INITIALING BELOW, AGENCY **[OR CITY]** CONFIRMS IT HAS AGREED TO THE PROVISIONS OF THIS SECTION 2.3(a).

- v. In this connection, Agency **[OR CITY]** hereby agrees, represents and warrants that Agency **[OR CITY]** realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses and other claims and liabilities which are presently unknown, unanticipated and unsuspected, and Agency **[OR CITY]** further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Agency **[OR CITY]** nevertheless hereby intends to release, discharge and acquit LACMTA and the LACMTA's affiliates, and the advisors, trustees, beneficiaries, directors, officers, employees, agents and attorneys and representatives of each of them, and each of their respective heirs, successors, personal representatives and assigns, from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses and other claims and liabilities.
- vi. LACMTA has given Agency **[OR CITY]** material concessions regarding this transaction in exchange for Agency **[OR CITY]** agreeing to the provisions of this Section 2.3(a). Agency **[OR CITY]** has initialed this Section 2.3 to further indicate its awareness and acceptance of each and every provision hereof; provided, however that failure of Agency **[OR CITY]** to initial this Section 2.3(a) below shall not invalidate this Section 2.3(a) nor shall it invalidate any other provision of this Easement Agreement.

AGENCY

- vii. Notwithstanding anything to the contrary in this Section 2.3(a), the release and waiver by Agency **[OR CITY]** hereunder shall not constitute a waiver or release respecting any obligations of LACMTA or Authority to clean up or remediate LACMTA's or Authority's Hazardous Materials.
- viii. The provisions of this Section 2.3(a) shall survive indefinitely.

- b. LACMTA hereby represents and warrants to Agency **[OR CITY]** that to the knowledge of [Velma Marshall, Frances Impert and Matt Freychineaud] (the

“LACMTA Knowledge Persons”) [NAMES OF LACMTA KNOWLEDGE PERSONS TO BE UPDATED AT TIME EASEMENT IS RECORDED], other than as disclosed in writing to Agency [OR CITY], (i) the LACMTA Parcel is not and has not been a site for the use, generation, manufacture, storage, treatment, release, threatened release, discharge, disposal, transportation or presence of Hazardous Materials, except those that are in compliance with all applicable environmental laws; (ii) LACMTA has provided Agency [OR CITY] with copies of all reports prepared by or on behalf of LACMTA respecting the environmental condition of soils within the Easement Area in the possession of LACMTA; and (iii) there are no claims or actions pending or threatened against LACMTA or the LACMTA Parcel by any governmental entity or agency or any other person or entity relating to Hazardous Substances. The foregoing representations and warranties of LACMTA shall survive the exercise of the Option.

- c. Agency [OR CITY] shall not cause or permit any Hazardous Materials to be spilled or Released in, on, under, or about the LACMTA Parcel. If any Agency’s [OR CITY’S] Hazardous Materials become present in, on, under or about the Property, Agency [OR CITY] shall promptly take all actions necessary to Remediate such Agency’s [OR CITY’S] Hazardous Materials and restore the LACMTA Parcel to the condition required under applicable laws and that will allow LACMTA to make full economic use of LACMTA’s rights therein, including the Retained Rights.

ARTICLE 3

RETAINED RIGHTS; PARKING

3.1 Retained Rights. Notwithstanding anything express or implied to the contrary in this Easement Agreement, LACMTA hereby reserves and retains the following rights with respect to the Easement Area (“Retained Rights”) [BELOW LANGUAGE TO BE REVISED BASED ON GOOD FAITH NEGOTIATIONS BETWEEN THE PARTIES PRIOR TO EXECUTION OF EASEMENT AGREEMENT]:

(a) The right to install, construct, inspect, operate, maintain, repair, use, add, and replace all transit- or LACMTA-related improvements, structures, vehicles, equipment, fixtures, and furnishings now existing or hereafter located in, on, under, and/or adjacent to, or passing through the LACMTA Parcel, the EXPO Station (collectively, the “Public Transit Facilities”), including without limitation all of the equipment, cable, conduit, fixtures, furnishings, and vehicles located or operating in or on the LACMTA Property and property adjacent thereto and used or installed by LACMTA or for a transit purpose, including ticket vending machines, ticket validation systems and other equipment serving a comparable function, map and information cases and directional, way-finding informational and transit-station and transit-facility identification signs, lighting, CCTV cameras, rail cars, buses, vehicles, tracks, signaling devices, maintenance equipment, public address systems, fire protection equipment, communication antennas, and all other transit-related or LACMTA-related equipment and

vehicles (collectively, the “LACMTA Transit Equipment”), as LACMTA may determine is necessary in its sole and absolute discretion;

(b) The right to install, use, repair, maintain and replace a reasonable number of directional, way-finding, informational, transit station identification and transit facility identification signs, for the purpose of directing LACMTA Permittees to, from and between Public Transit Facilities and the public streets, sidewalks and rights-of-way;

(c) The non-exclusive right to use the sidewalk or surface areas within the Easement Area for pedestrian egress and ingress and activities related to the operation, maintenance and repair of the Public Transit Facilities for the benefit of LACMTA, its Licensees and Permittees and the public, including the right to drive and park maintenance vehicles on such sidewalk or surface areas in connection with such activities (including revenue collection), maintenance and repair of the Public Transit Facilities; provided that vehicles may only be parked by or on behalf of LACMTA and its Licensees during periods when operation, maintenance or repair work is occurring;

(d) The right to, at any time, install, place, use, maintain, repair and replace LACMTA Transit Equipment within the LACMTA Parcel;

(e) The non-exclusive right of pedestrian ingress and egress over and across the Easement Area (i) for the purpose of accessing the Public Transit Facilities, and the public streets and sidewalks adjoining the Premises, and (ii) for the purpose of exiting the Public Transit Facilities via emergency exits;

(f) The right to park vehicles in the EXPO Spaces located within the Easement Area, and rights of vehicular and pedestrian ingress and egress related thereto.

3.2 EXPO Spaces. Subject to the terms and conditions of this Easement Agreement and the REA, upon completion of the Parking Garage, LACMTA retains rights to, and shall be provided the use of, the unreserved EXPO Spaces. In addition to hereinafter defined Transit Signage costs set forth in Section 3.3(c), below, the allocation of operation and maintenance costs for the EXPO Spaces is set forth in Section 7.2.

3.3 Operation of Parking Garage.

a. Neither the Agency, nor the City, nor the then-owner(s) or operators of the Parking Garage shall have any right to directly or indirectly impose any fee, cost or charge on any LACMTA Permittees using the EXPO Spaces in the Parking Garage (including without limitation any transit patrons using the EXPO Station), provided that the owner(s) of the Parking Garage and holders of the easements created through this Easement Agreement shall have the exclusive right to set fees for the use of all parking spaces within the Parking Garage other than the EXPO Spaces, and shall be entitled to receive the associated revenues earned therefrom. LACMTA shall have the exclusive right to set fees, if any, for the EXPO Spaces and shall be entitled to receive any and all revenues earned therefrom. The Parties shall work cooperatively and in good faith with each other for LACMTA to determine any charges applicable to the

EXPO Spaces and for the owner(s) of the Parking Garage (including, as applicable, Agency [OR CITY]) to determine charges for the other users of the Parking Garage.

b. The Agency [OR CITY] shall ensure the EXPO Spaces are open and available to LACMTA Permittees on a daily basis beginning at least thirty (30) minutes prior to the commencement of the light rail service at the Culver City Station each morning and not ending before the time that is thirty (30) minutes after the end of the light rail service at the Culver City Station at the end of each day.

c. At no cost to the Agency [OR CITY] or the owner(s) or the operator of the Parking Garage (if other than the Agency [OR CITY]), the owner(s) of the Parking Garage shall install, or cause to be installed (and re-install, or caused to be re-installed, if necessary) way finding signage provided by LACMTA (“Transit Signage”) in the Parking Garage in locations reasonably approved in writing by LACMTA and the Agency [OR CITY] and the owner(s) of the Parking Garage. Such Transit Signage shall provide directions to the rail line, the Culver City Station, bus lines and stops and/or park and ride areas, if any. LACMTA shall be responsible for creating and repairing the Transit Signage, providing replacement Transit Signage and shall pay all costs associated therewith. LACMTA shall coordinate all such activities with the Agency [OR CITY] and the owner(s) of the Parking Garage. The Agency [OR CITY] and the owner(s) of the Parking Garage shall have reasonable rights of approval over all aspects of the Transit Signage, including, without limitation, size, number, and placement location; provided, however, LACMTA’s standard wayfinding signage used in the usual course of its system shall be considered approved as to size and content.

3.4 Non-Peak Hours. LACMTA agrees to not unreasonably withhold approval of, and will reasonably consider, any proposals made by Agency or City, to share the Temporary Parking and EXPO Spaces with the Agency and the owner of the Washington National Project during Non-Peak Hours.

3.5 REA. Concurrently with the execution of this Easement Agreement, LACMTA and Agency or City, or their respective successors as owners of the LACMTA Parcel and Triangle Property, respectively, have executed and duly acknowledged the REA contemplated by Section 10 of the Option Agreement. The REA shall be recorded concurrently herewith, against the LACMTA Parcel and the Triangle Property, and the Agency [OR CITY] will pay for all costs associated therewith, including, without limitation, any closing costs, transfer taxes, escrow fees or expenses, and the costs of obtaining any title insurance in connection therewith.

3.6 No Relocation Benefits. Without limiting any of Agency [OR CITY’S] obligations under this Agreement, LACMTA acknowledges and agrees that neither it nor any Licensee nor any Permittee shall be entitled to any relocation benefits or payments arising out of its vacation of any temporary parking spaces within the Washington National Project or the expiration or termination of this Agreement. LACMTA knowingly, voluntarily and intelligently waives for itself and all Licensees and all Permittees any such benefits or payments. Nothing in this Section reduces or modifies the Agency [OR CITY’S] obligations to provide the Temporary Spaces or the EXPO Spaces.

ARTICLE 4

COOPERATION

The Parties intend that the planning, development and construction of the EXPO Station, the Washington National Project, and parking related thereto, will be a cooperative, mutual endeavor in which the Parties actively participate and work together, in good faith and with due diligence. Each Party hereto agrees to take all lawful actions to negotiate in good faith and prepare for formal consideration and approval all definitive legal agreements within their respective jurisdictions contemplated by, and necessary to implement the purpose and intent of, this Easement Agreement. The Parties agree to implement the EXPO Station and the Washington National Project within their respective jurisdictions in a harmonious way, including without limitation, satisfaction or compliance with all of the following:

- a. The Parties shall diligently negotiate and prepare for execution by the Parties all documents contemplated herein so as to effectuate the purposes of this Easement Agreement;
- b. Agency and City will consult with LACMTA and carefully consider any recommendations and objections raised by LACMTA regarding the Agency's or City's, as applicable, proposed selection or replacement of the Washington National Project developer and the Agency's or City's, as applicable, proposed approval of financing and assurances to be provided by the developer to ensure construction of the Washington National Project;
- c. LACMTA agrees to cooperate with Agency and City to facilitate the availability of state and/or federal funds to enable Agency and City to perform its payment obligations; provided, however, nothing in this section shall be deemed to imply or obligate LACMTA to contribute any funds to Agency or the City except as specifically set forth herein or in the Easement Agreement or REA;
- d. LACMTA agrees to vacate the surface of the Easement Area consistent with LACMTA's vacation of the Triangle Property as required by the Parking License Agreement;
- e. LACMTA agrees to maintain the EXPO Station and all of its ancillary rights of way and other areas supporting such station, including without limitation, its parking areas, in a manner consistent with LACMTA's system-wide maintenance and landscaping standards and as set forth in the Parking License Agreement;
- f. LACMTA shall not maintain or permit any use of the LACMTA Parcel on the south side of Venice Boulevard for the purpose of any bus uses, bus turnout areas and/or bus storage areas, except that paratransit shuttle service shall be permitted as shown on Exhibit "F";
- g. It is intended by the Parties that the shared EXPO LRT and Washington National Projects' parking may include the potential development of podium parking; and

- h. LACMTA agrees to consult with Agency and City and carefully consider any recommendations and objections raised by Agency or City regarding LACMTA's proposed future use of the air space located above the EXPO Station platform.

ARTICLE 5

CONSTRUCTION OF ISOLATION WALL

5.1 At no cost to LACMTA or Authority and consistent with plans mutually approved therefor by the Parties, Agency **[OR CITY]** shall construct, or at its option cause the construction by the Washington National Project developer of, a shoring wall to be located underground approximately 24 feet deep (the contemplated depth of the Parking Garage), or the depth of the Parking Garage, whichever is deeper, along the property line between the Easement Area and the EXPO LRT Project for the purpose of protecting the EXPO LRT Project from adverse impacts such as the weakening of subjacent support due to the excavation for and the construction of the Parking Garage (the "Isolation Wall"). LACMTA or Authority will expeditiously review and not unreasonably withhold approval of the Isolation Wall design and plans for consistency with the criteria set forth in Article 6 below. The review and approval of the Isolation Wall plans shall conform to the process set forth in Article 6, below.

5.2 The Isolation Wall shall be constructed and in place before any excavation work is commenced for the Parking Garage or for any portion of the Washington National Project within 50 feet of the EXPO Station. Any construction work done for the Isolation Wall or the Washington National Project must be in compliance with any applicable LACMTA work rules, track allocation procedure and permit process. Without limitation of LACMTA's other rights under this Easement Agreement or otherwise, the Parties acknowledge and agree that completion of the Isolation Wall is critical and that LACMTA shall be entitled to injunctive relief immediately halting construction of the Parking Garage and any other improvements on the Easement Area in the event that Agency, City or the owner of the Washington National Project fails to complete construction of the Isolation Wall or seeks to move forward with other construction prior to completing the construction of the Isolation Wall. Agency, City and the owner of the Washington National Project each hereby waive any right to challenge such relief. Notwithstanding anything to the contrary in this Agreement, a failure to satisfy Agency's **[OR CITY'S]** obligations respecting the Isolation Wall shall be an immediate Event of Default under this Easement Agreement and MTA's rights under this Section 5.2 may be exercised immediately upon the occurrence of such Event of Default, without limitation of LACMTA's other rights under this Easement Agreement or otherwise.

ARTICLE 6

PARKING GARAGE AND ANCILLARY USES DESIGN AND CONSTRUCTION

6.1 The construction and development of the Parking Garage and all other improvements and ancillary uses to be constructed within the Easement Area, including without limitation residential, commercial and transit plaza uses (collectively, "Ancillary Uses"), shall be subject to the approval of any governmental entity which may have legal jurisdiction over such

construction and development. LACMTA and Authority shall have the right to reasonably approve plans and specifications for the Parking Garage and the Ancillary Uses based primarily on the following criteria:

- a. Whether there is an impact on the structural integrity of the EXPO LRT Project;
- b. Whether there is more than a de minimus or trivial impact to operation and maintenance of the EXPO LRT Project;
- c. The reasonable location and proximity, including, without limitation, the ease of access of the EXPO Spaces for station access for Authority patrons;
- d. Confirmation that the Parking Garage and Ancillary Uses are designed and will be constructed within the Easement Area;
- e. The provision of bicycle racks and lockers in the Parking Garage in reasonably close proximity to the EXPO Station or in the surface area of the Easement Area; provided, however, Agency [OR CITY] shall provide a linkage, subject to Authority and LACMTA prior approval, between the bicycle racks and lockers and the permanent clean mobility center facilities if constructed by Authority under the EXPO Station structure;
- f. Whether any pedestrian connections constructed as part of the Washington National Project between the EXPO Station and the Washington National Project, at grade and/or at the station platform level is compatible with or appropriate for the EXPO LRT Project;
- g. If the Washington National Project includes podium parking or any structure directly adjacent to the EXPO Station, the exterior design and architectural finish of such structure is compatible with the EXPO Station; and
- h. whether the design is in compliance with the terms of this Easement Agreement and all Applicable Laws.

6.2 Once LACMTA has approved design drawings and specifications at the 30% completion level for the Parking Garage (the “30% Drawings”) based on the criteria set forth above in Section 6.1 and provided LACMTA has had at least sixty (60) days to review such 30% Drawings, the approval of subsequent levels of design and construction plans shall also be based on the criteria set forth above and shall be governed by the “deemed approved” procedures set forth in Exhibit “G”. LACMTA will expeditiously review and not unreasonably withhold approval of such Parking Garage subsequent levels of design and plans, and agrees to review and approve or disapprove such plans within thirty (30) days of submittal by or on behalf of Agency [OR CITY]. Any disapproval of plans shall be accompanied by a written statement delivered to Agency [OR CITY] within said 30-day period specifying detailed reasons for any such disapproval. In the event Agency [OR CITY] desires to construct improvements within the Easement Area that differ in any material respect from the then-current set of plans and specifications that have been approved by LACMTA pursuant to this Article 6, then, prior to

performing any construction related thereto, Agency **[OR CITY]** shall prepare and submit to LACMTA for LACMTA's review and approval a revised set of plans and specifications reflecting such proposed changes, and LACMTA shall have the right to approve such revised plans and specifications in accordance with this Article 6.

6.3 Subject to the reimbursement obligation in Section 7.2, below, the Agency **[OR CITY]** shall bear all the costs of developing, constructing, operating maintaining and repairing the Parking Garage, including, without limitation, the costs associated with developing, constructing and repairing the EXPO Spaces and LACMTA shall have no responsibility for such costs. All improvements constructed by Agency **[OR CITY]** within the Easement Area shall be constructed, installed and performed in coordination with LACMTA, and in accordance with plans and specifications approved by LACMTA pursuant to this Article 6 and all Applicable Laws.

6.4 It is the intent of the Parties, and Agency **[OR CITY]** hereby agrees as between the Parties, that LACMTA's review, approval, disapproval or requests for changes of any plans and specifications shall not constitute the assumption of any responsibility by, or impose any liability upon, LACMTA as to the accuracy, efficacy, sufficiency or legality thereof, or the constructability of the improvements detailed therein and shall not affect LACMTA's rights or remedies in the event of any loss, damage, claim, cost or expense resulting from any construction performed by or on behalf of Agency **[OR CITY]**.

6.5 Prior to commencing any construction work on the Easement Area, Agency **[OR CITY]** shall provide LACMTA with at least ten (10) days prior written notice of the proposed commencement date, and Agency **[OR CITY]** shall provide LACMTA with reasonable updates regarding the status of the construction and will respond to any other reasonable requests from LACMTA for information related thereto.

6.6 Agency **[OR CITY]** shall at all times ensure that in the event any construction work is commenced within the Easement Area, such work is performed in a manner, and the Easement Area is maintained in a condition, that does not create any unreasonable risk to public health or safety.

ARTICLE 7

CONSTRUCTION, DEVELOPMENT AND MAINTENANCE COSTS FOR THE PARKING GARAGE

7.1 Except for LACMTA's obligation to reimburse the Agency **[OR CITY]** for certain costs as set forth in this Article and in Section 3.3., c. above, the Agency **[OR CITY]** shall bear all the costs of developing, constructing, operating, maintaining and repairing the Parking Garage, including, without limitation the costs associated with developing and constructing the EXPO Spaces, and LACMTA shall have no responsibility for such costs except as set forth in Section 3.3., c. above and Section 7.2, below.

7.2 After completion of construction of the Parking Garage, and thereafter, on not less

than a monthly basis, LACMTA shall reimburse Agency [OR CITY], or the operator of the Parking Garage, as applicable, _____ (\$ _____) per EXPO Space as and for reimbursement for a portion of the costs and expenses to operate, maintain and repair the EXPO Spaces, which amount shall be increased each calendar year based on the increase in the Consumer Price Index for the regional index that includes Los Angeles County. **[NOTE: Amount to be inserted in the blank above to be calculated based upon the amount LACMTA incurs for day-to-day maintenance of the Temporary Spaces and other comparable surface parking spaces, which amount shall not include (among other things) any costs for insurance, property tax or possessory interest tax, parking attendants, or other costs associated with construction or operation of the Parking Garage]**

ARTICLE 8

COMMERCIAL, RESIDENTIAL AND TRANSIT USES

8.1 Commercial and Residential Uses.

a. Agency [OR CITY] shall be permitted to construct, use, operate, maintain, repair and reconstruct up to 20,000 sq. ft. of improvements for commercial and/or residential uses within the Easement Area, not more than 5,000 square feet of which may be in the subterranean portion of the Easement Area. Commercial use may include off-premises advertising signage; provided however, that Agency or City shall have no authority to install such off-premises advertising signage until the Parties have mutually agreed to a reasonable revenue sharing agreement for such off-premises advertising. The Parties each agree to negotiate diligently and in good faith, to refrain from unreasonably withholding or conditioning approval of, and from unreasonably delaying such negotiation and approval, and to prepare for formal consideration (if required), approval, and execution of a revenue sharing agreement within their respective jurisdictions.

b. If Agency [OR CITY] desires to use a portion of the Easement Area for residential purposes and/or commercial uses which exceed 20,000 sq. ft., then at the request of Agency [OR CITY], LACMTA shall be obligated to, subject to California Environmental Quality Act compliance, lease a portion of the Easement Area to Agency [OR CITY] for such residential purposes and/or commercial uses on a lease form subject to the reasonable approval of LACMTA and Agency [OR CITY] based upon similar transit oriented development leases utilized by LACMTA for such purposes; provided however, that in consideration of the public uses being provided under the MOU by the City and Agency at the sole cost and expense of the Agency [OR CITY] (including without limitation Agency [OR CITY] construction of the transit plaza and associated linkages, Agency [OR CITY] provision of temporary and permanent LACMTA parking; Agency [OR CITY] provision of the EXPO construction staging area, the development of commercial facilities to serve the train users and others, and the construction of a Transit Oriented Development), the rent to be charged the Agency [OR CITY] therefor shall be nominal. The Parties agree that nothing in this Easement Agreement shall limit or preclude in any way any use of the Easement Area for residential and commercial uses pursuant to a lease which may be subsequently entered into as set forth in this Section, and any such lease, if and to the extent the same is approved by LACMTA, would not be subject to the height, or square

footage restrictions of the Easement Area. Without affecting, changing or modifying in any way LACMTA's rights, remedies or obligations under the Easement Agreement or the REA, the Parties agree that in connection with any such lease they shall negotiate in good faith respecting an amendment to the REA and with respect to such leased space, if any.

8.2 Transit Uses. The Agency **[OR CITY]** shall be permitted to have a non-commercial transit plaza for transit related purposes, an illustrative plan of which is attached hereto as Exhibit "H"; provided, however, since the transit plaza is still not well defined in Exhibit "H", a transit plaza in that area may be permitted so long as such transit plaza is consistent with patron circulation flow and the architectural theme of the EXPO Station and the design and construction of the transit plaza is subject to the prior approval of Authority and LACMTA.

ARTICLE 9

INSURANCE

The Parties agree that insurance requirements shall be attached to this Easement Agreement as Exhibit "I" as mutually reasonably agreed upon by the Parties at the time this Easement Agreement is prepared for execution by the Agency **[OR CITY]**. LACMTA's insurance requirements shall be based on what is then commercially-reasonable in light of all circumstances at the time, including, without limitation, the actual scope of the Washington National Project and the proximity of the Washington National Project and its various components to the Culver City Station. The Parties each agree to negotiate diligently and in good faith, to refrain from unreasonably withholding or conditioning approval of, and from unreasonably delaying such negotiation and approval with regard to insurance requirements.

ARTICLE 10

EMINENT DOMAIN

10.1 LACMTA acknowledges that, under the circumstances existing as of the date of this Agreement, the proposed use of the Easement Area by the Agency **[OR CITY]** (subject to all rights therein to be retained by LACMTA as contemplated by this Agreement) is the most necessary public use for such property. Agency **[OR CITY]** acknowledges that, under the circumstances existing as of the date of this Agreement, LACMTA's current and proposed uses of the LACMTA Parcel are the most necessary public uses for such property.

10.2 Without limiting Section 10.1, in the event that all or a portion of the Easement Area and/or any improvements, buildings, structures or items pertaining to the realty that might from time to time exist within the Easement Area are taken by eminent domain, Agency **[OR CITY]** shall be entitled to any and all condemnation awards allocated for such easement rights and/or improvements, including without limitation loss of use thereof.

10.3 Nothing in this Article 10 shall affect the existence of the easements granted in this Easement Agreement. In the event of any condemnation affecting the existence of any

easement granted in this Easement Agreement, the parties shall, to the extent feasible, relocate such easements pursuant to the provisions and standards set forth herein.

ARTICLE 11

DEFAULT; REMEDIES

11.1 Events of Default. Failure to perform any term or provision of this Easement Agreement constitutes a default under this Easement Agreement, and upon expiration of any applicable cure, notice, or grace periods set forth herein, shall constitute an “Event of Default” hereunder.

11.2 Rights to Cure Default. Each non-defaulting party (in such capacity, a “Non-Defaulting Party”) shall have the right, but not the obligation, to cure any Event of Default by the other party (“Defaulting Party”) after first giving the Defaulting Party ten (10) days prior written notice of the intention to cure. Notwithstanding the foregoing, if the Non-Defaulting Party notifies the Defaulting Party that such default is an urgent matter relating to public health and safety, and such matter is an urgent matter relating to public health and safety, rather than the notice period set forth in the preceding sentence, the notice period shall be forty-eight (48) hours following receipt of the notice. No cure by the Non-Defaulting Party shall constitute a cure of the Event of Default as between the Non-Defaulting Party and the Defaulting Party, and such cure shall not waive or release the Defaulting Party from any obligations under this Easement Agreement. In exercising this right, the Non-Defaulting Party may perform all acts and make all payments it deems desirable to achieve the cure, including the payment of any necessary expenses and the employment of legal counsel. The Defaulting Party shall reimburse the Non-Defaulting Party for all actual costs reasonably incurred by the Non-Defaulting Party in connection with achieving the cure of an Event of Default, plus interest at a rate equal to the lesser of the highest rate permitted by law and a rate equal to the prime rate as reported in the Wall Street Journal at such time, plus five (5) percentage points (the “Default Rate”), compounded monthly, from the date any such amounts or expenses are actually expended or incurred. Such reimbursement shall be due and payable by the Defaulting Party to the Non-Defaulting Party within ten (10) days after the Non-Defaulting Party’s written demand for payment. The Defaulting Party’s failure to reimburse the Non-Defaulting Party, whether or not the Non-Defaulting Party’s payment cured the Event of Default, shall constitute a separate Event of Default if not paid by Defaulting Party within fifteen (15) days after the due date.

11.3 Injunctive Relief. Either Party may proceed at law or in equity to prevent the violation or continuing violation of any of the covenants, conditions and restrictions set forth in this Easement Agreement, to cause any violation to be remedied and to recover damages therefore. Unless otherwise provided herein, in addition to other remedies specifically provided in this Easement Agreement or at law or in equity, the Non-Defaulting Party shall be authorized and entitled wherever there is otherwise a right to equitable or injunctive relief to bring any proceedings in the nature of specific performance or injunction, or to obtain any equitable remedy.

11.4 Costs. The Non-Defaulting Party shall be entitled to receive from the Defaulting Party any actual costs incurred by the Non-Defaulting Party in connection with any Event of Default, together with interest on all funds the Non-Defaulting Party expends with interest at the Default Rate, compounded monthly.

11.5 Time to Cure. Unless otherwise specified in a particular Section of this Easement Agreement, a party in default shall have thirty (30) days subsequent to the giving of notice within which to cure a default. If such default cannot with the exercise of due diligence be cured within such thirty (30) days, such thirty (30) day period shall be extended for such additional time as may be required to cure the default with due diligence, provided the party in default commences to cure the default within such thirty (30) day period and thereafter proceeds diligently to cure such default within a reasonable time.

11.6 Conditional Security Assignment of Agency [OR CITY] Enforcement Rights. As additional security for performance of Agency's [OR CITY'S] obligations hereunder, Agency [OR CITY] hereby agrees to conditionally transfer, set over and assign to LACMTA, a security interest in Agency's [OR CITY'S] right, title and interest in enforcement of any obligations of the owner the Washington National Project pursuant to any agreements between Agency [OR CITY] and such owner, said transfer and assignment to automatically become a present, unconditional assignment, at LACMTA's option exercised by written notice to Agency [OR CITY] and the owner the Washington National Project, upon the occurrence and during the continuance of an Event of Default, provided that Agency [OR CITY] is not then diligently undertaking to exercise such enforcement rights. Agency [OR CITY] and LACMTA hereby agree that LACMTA's enforcement rights under this Section 11.6 shall be subordinate to those of any Mortgagee. Concurrently with the execution of this Easement Agreement, Agency [OR CITY] shall deliver to LACMTA evidence reasonably acceptable to LACMTA that the conditional assignment under this Section 11.6 has been acknowledged by the owner of the Washington National Project and is enforceable.

11.7 Cumulative Remedies. The remedies hereby specified are cumulative, and the specification of a remedy shall not be deemed to preclude an aggrieved person's resort to any other remedy at law, in equity or under any statute.

ARTICLE 12

NOTICES

All notices under this Easement Agreement shall be sufficiently given if delivered or mailed by registered or certified mail, postage prepaid and return receipt requested, or by nationally recognized overnight courier service, and addressed as follows:

To Agency: **[IF CITY IS THE PARTY, CHANGE TO CITY NOTICE ADDRESS(ES)]**

Assistant Executive Director
Culver City Redevelopment Agency

9770 Culver Boulevard
Culver City, CA 90230
Facsimile No.: (310) 253-5779

To LACMTA:

Chief, Real Property Management and Development
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, California 90012
Facsimile No.: (213) 922-2228

With a copy to:

General Counsel
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Facsimile No.: (213) 922-7432

Any notice or demand required shall be given (a) personally, (b) by certified or registered mail, postage prepaid, return-receipt requested, (c) by confirmed fax, or (d) by reliable messenger or overnight courier to the address of the parties set forth above. Any notice served personally shall be deemed delivered upon receipt, served by facsimile transmission shall be deemed delivered on the date of receipt as shown on the received facsimile if during regular business hours and if not, the next business day, and served by certified or registered mail or by reliable messenger or overnight courier shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier, or five (5) business days after deposit in the United States mail in Los Angeles County. Agency **[OR CITY]** or LACMTA may from time to time designate any other address or addressee or additional addressees for this purpose by written notice to the other party.

The parties may also designate other procedures for the giving of notice as required or permitted under the terms of this Easement Agreement, but each alternate procedure shall be described in a writing and signed by LACMTA and Agency**[OR CITY]**.

ARTICLE 13

MORTGAGES

13.1 Right to Encumber. Subject to Section 13.6, below, Agency **[OR CITY]** and the owner(s) of the Washington National Project shall have the absolute right at any time, without consent from LACMTA, to encumber such party's interest in the Easement Area and/or this Easement Agreement in any way, including but not limited to, any mortgage or deed of trust

and/or assignment or pledge of such party's interest in the Easement Area and/or this Easement Agreement, in Agency's [OR CITY'S] or the owner of the Washington National Project's sole discretion. Neither the Agency [OR CITY] nor the owner(s) of the Washington National Project shall have any right or authority to encumber LACMTA's fee interest or retained rights of LACMTA in the Easement Area.

13.2 Mortgagee's Opportunity to Cure. In addition to the other rights of mortgagees or lenders of the Washington National Project (each a "Mortgagee" or collectively the "Mortgagees") set forth in this Easement Agreement, during the continuance of any mortgage of or loan for the Washington National Project (each a "Mortgage") and until such time as the lien of any such mortgage has been extinguished and/or the loan has been repaid, any Mortgagees shall have the rights set forth below.

13.3 Payments by Mortgagees. Any Mortgagee shall have the right, but not the obligation, to pay all of the amounts due hereunder by Agency [OR CITY], to effect any insurance, to make any repairs and improvements, to do any act or thing required of the Agency [OR CITY] hereunder; and to do any act or thing which may be necessary and proper to be done in the performance and observance of the agreements, covenants and conditions hereof to prevent a default under this Easement Agreement by Agency [OR CITY]. All payments so made and all things so done and performed by a Mortgagee shall be effective to prevent a default under this Easement Agreement as the same would have been if made, done and performed by Agency [OR CITY] instead of by the Mortgagee.

13.4 Notice to Mortgagees. At the request of a Mortgagee given in accordance with the notice provisions of this Easement Agreement, LACMTA shall mail or deliver to such Mortgagee a duplicate copy of any and all notices which LACMTA may from time to time give to or serve upon Agency [OR CITY] pursuant to the provisions of this Easement Agreement and such copy shall be mailed or delivered to each Mortgagee simultaneously with and in the same manner as the mailing or delivery of the same to Agency[OR CITY].

13.5 Limitation of Enforcement Against Mortgagee. No violation of this Easement Agreement by, or enforcement of this Easement Agreement against, Agency [OR CITY] shall defeat or render invalid, the lien and/or repayment of any Mortgage, provided that such Mortgage is and shall be subject to the terms and provisions of this Easement Agreement.

13.6 Insurance and Condemnation Proceeds. No provision of this Easement Agreement shall be construed to give either party or any other person priority over the rights of any Mortgagee with respect to the distribution of insurance proceeds or proceeds of a condemnation for property encumbered by such Mortgagee's Mortgage.

13.7 Subordination. Notwithstanding anything to the contrary in this Easement Agreement, the lien of any Mortgage shall be at all times subject and subordinate to this Easement Agreement and the REA. Notwithstanding anything to the contrary in this Easement Agreement, any lien or encumbrance on LACMTA's fee interest of record after the date of this Easement Agreement shall be at all times subject and subordinate to this Easement Agreement and the REA.

13.8 LACMTA Liens or Encumbrances. LACMTA shall not have any right or authority to encumber the Agency's [OR CITY'S] or the owner's(s') of the Washington National Project respective interest in the Easement Area in any way.

ARTICLE 14

MISCELLANEOUS

14.1 Table of Contents and Captions. The table of contents and captions of this Easement Agreement are inserted only as a matter of convenience and for reference. They do not define, limit or describe the scope or intent of this Easement Agreement, and they shall not affect the interpretation thereof. The term "over" with respect to an easement granted "over" a particular parcel means, as the context may require, across, in, on, over, through, to and upon, or any one or more of the foregoing.

14.2 Continuing Documents. Nothing in this Easement Agreement shall be deemed to amend or modify in any manner any documents in effect on the date of this Easement Agreement with respect to the subject matter herein or otherwise (including, without limitation, the MOU), all of which shall remain in full force and effect. This Easement Agreement supersedes all prior oral discussions between the parties with respect to the subject matter of this Easement Agreement.

14.3 Modification. This Easement Agreement may not be modified, amended or otherwise changed in any manner, except by a prior written amendment executed by the parties, or their respective successors in interest.

14.4 Section Headings. The section headings contained in this Easement Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

14.5 Waiver. No waiver of any provision of this Easement Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. No waiver of any provision of this Easement Agreement shall be deemed or shall constitute a waiver of any other provision.

14.6 Construction. It is expressly understood by the parties that the language of this Easement Agreement was jointly prepared and shall therefore not be construed for or against either Party.

14.7 Easement Agreement Runs with the Land. Agency [OR CITY] and LACMTA hereby agree that the LACMTA Parcel is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the limitations, restrictions, easements, covenants and conditions set forth in this Easement Agreement and that all of the limitations, restrictions, easements, covenants and conditions set forth in this Easement Agreement shall run with the land, shall be binding on and inure to the benefit of all parties having or acquiring any

right, title or interest in the LACMTA Parcel and the Easement Area and each of their respective successors and assigns and shall be enforceable in accordance with applicable law, including, but not limited to, the law of contracts, easements, equitable servitudes and the provisions of Section 1468 of the California Civil Code.

14.8 Governing Law. This Easement Agreement is entered into in the State of California and shall be construed and interpreted in accordance with its internal laws without reference to choice of law or conflict of law provisions.

14.9 Date of Easement Agreement. This Easement Agreement shall be effective on the date that is set forth in the preamble to this Easement Agreement.

14.10 Indemnification.

a. LACMTA agrees to defend, indemnify, protect, and hold the Agency **[OR CITY]** and all of its officers, agents, and employees harmless from any and all actions, suits, proceedings, liability, loss, expense (including all expenses of investigation and defending against same), and all claims for injury or damages to any person, arising out of LACMTA's use of occupancy of the Easement Area, or performance under this Easement Agreement or any agreement entered into to implement this Easement Agreement, but only in proportion to and to the extent such actions, suits, proceedings, liability, loss, expense or claims for injury or damages are caused by, or result from, the negligent or intentional acts or omissions of LACMTA, its officers, agents, or employees.

b. The Agency **[OR CITY]** agrees to defend, indemnify, protect, and hold LACMTA and all of its officers, agents, and employees harmless from any and all actions, suits, proceedings, liability, loss, expense (including all expenses of investigation and defending against same), and all claims for injury or damages to any person, arising out of the Agency's **[OR CITY]** use or occupancy of the Easement Area, or performance under this Easement Agreement or any agreement entered into to implement this Easement Agreement, but only in proportion to and to the extent such actions, suits, proceedings, liability, loss, expense or claims for injury or damages are caused by, or result from, the negligent or intentional acts or omissions of the Agency **[OR CITY]**, its officers, agents, or employees.

14.11 No Partnership, Joint Venture or Principal-Agent Relationship. Nothing contained in this Easement Agreement shall be deemed or construed by the Agency **[OR CITY]** or LACMTA hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of joint venture, or of partnership between or among Agency **[OR CITY]** or LACMTA under this Easement Agreement.

14.12 Assignment. Agency **[OR CITY]** shall have no right to assign any of its rights or obligations under this Easement Agreement, except that Agency **[OR CITY]** shall have the right from time to time to assign in whole or in part any or all of its rights under this Easement Agreement to any public and/or private persons or entities as deemed by the Agency **[OR CITY]** to be necessary or desirable in order to implement the Redevelopment Project, provided however, such assignment shall not be effective unless and until the Agency **[OR CITY]**

receives LACMTA's prior written approval for any private persons or entities which approval shall be provided using reasonable commercial standards, such as credit worthiness and experience in the field and which approval shall not be unreasonably conditioned, withheld, or delayed. LACMTA's consent to any such assignment shall not relieve such assignee of the obligation to obtain LACMTA's consent to each subsequent assignment, and any assignment shall be subject to the assignee assuming all of the assignor's obligations under this Easement Agreement.

14.13 Consents. Except as otherwise may be provided in this Easement Agreement, whenever Agency **[OR CITY]** or LACMTA is requested to consent to or approve of any matter with respect to which its consent or approval is required by this Easement Agreement, such consent or approval, if given, shall be given in writing; and (b) wherever a Party is required to obtain the consent or approval of the other party, such consent or approval shall not be unreasonably withheld and shall be given in writing within a reasonable period of time.

14.14 Counterparts. This Easement Agreement may be signed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

14.15 Time of Essence. Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Easement Agreement.

14.16 Exhibits. All exhibits referred to in this Easement Agreement are incorporated herein by reference.

14.17 Other Documents. Each party shall furnish to the other Party, upon request, such other documents as may be reasonably required in order to carry out the provisions of this Easement Agreement.

14.18 Estoppel Certificates. LACMTA hereby covenants that, within thirty (30) days following any written request of Agency **[OR CITY]**, LACMTA will provide Agency **[OR CITY]** and/or any Mortgagee an estoppel certificate stating as of the date of such certificate whether LACMTA knows: (a) of any default under this Easement Agreement, and if there are known defaults, specifying the nature thereof; (b) whether, to LACMTA's knowledge, this Easement Agreement has been assigned, modified or amended in anyway (and if it has, then stating the nature thereof); and (c) that, to LACMTA's knowledge, this Easement Agreement is in full force and effect.

14.19 Non-Liability of Officials and Employees.

a. No member, official, agent, legal counsel or employee of Agency **[OR CITY]** shall be personally liable to LACMTA or any of its successors in interest in the event of any default or breach by Agency **[OR CITY]** or for any amount which may become due or on any obligation under the terms of this Easement Agreement.

b. No member, official, agent, legal counsel or employee of LACMTA shall be personally liable to Agency, City or the owner(s) of the Washington National Project, or any

of their respective successors in interest, in the event of any default or breach by LACMTA or for any amount which may become due or on any obligation under the terms of this Easement Agreement.

14.20 Partial Invalidity. If any term or provision or portion thereof of this Easement Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Easement Agreement, or the application of such term or provision or portion thereof to persons or entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Easement Agreement shall be valid and be enforced to the fullest extent permitted by law.

[remainder of page left intentionally blank]

[signatures on following pages]

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

By: _____

Date: _____

APPROVED AS TO FORM:

Acting County Counsel

By: _____
Deputy

[signatures continued on following page]

CULVER CITY REDEVELOPMENT AGENCY
[IF CITY IS THE PARTY, CHANGE TO CITY SIGNATURE BLOCK]

By: _____

_____ Date: _____

APPROVED AS TO FORM:

By: _____

Agency General Counsel

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

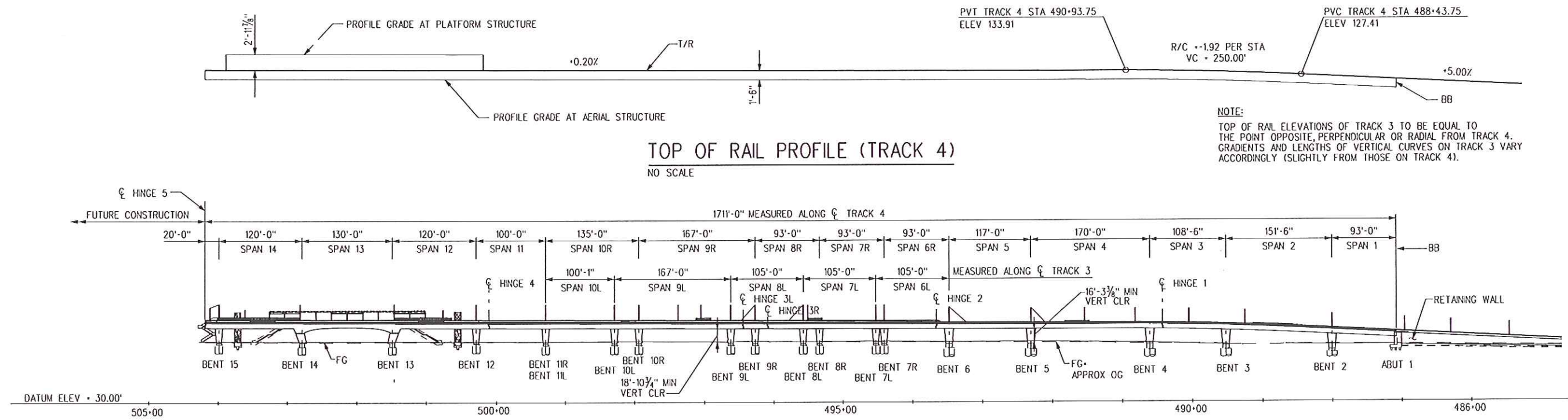
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

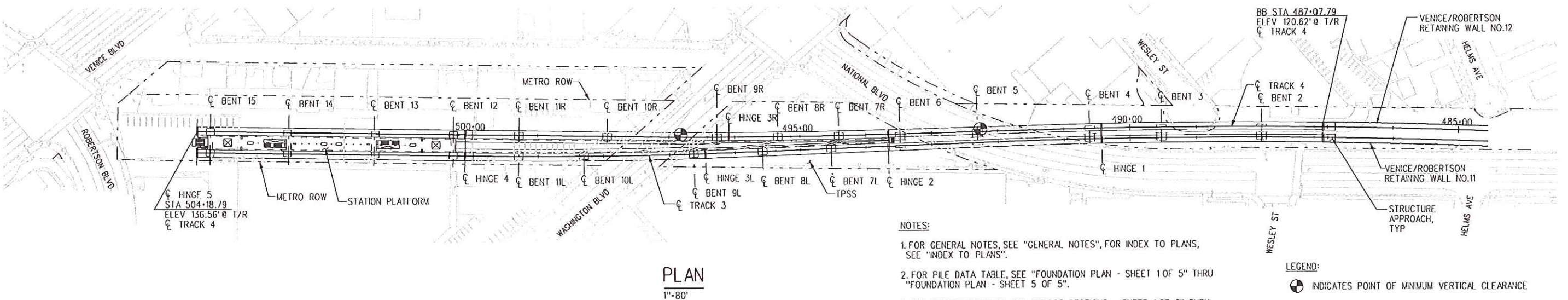
Signature_____ (Seal)

EASEMENT AGREEMENT
EXHIBIT LIST

Exhibit “A” – EXPO Station Drawing
Exhibit “B” – LACMTA Parcel Legal Description
Exhibit “C-1” – Depiction of Triangle Property (Parcel “A” and Parcel “B”)
Exhibit “C-2” – Legal Description of Triangle Property (Parcel “A” and Parcel “B”)
Exhibit “D” – Washington National Project Concept Site Plan
Exhibit “E-1” – Depiction of Easement Area
Exhibit “E-2” – Legal Description of Easement Area
Exhibit “F” – Permitted Paratransit Shuttle Service Area
Exhibit “G” – LACAMTA Deemed Approved Procedure
Exhibit “H” – Illustration of Transit Plaza Use
Exhibit “I” – Insurance Requirements



DEVELOPED ELEVATION
1"=80'

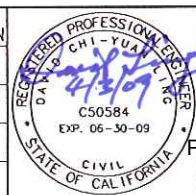


- NOTES:
1. FOR GENERAL NOTES, SEE "GENERAL NOTES", FOR INDEX TO PLANS, SEE "INDEX TO PLANS".
 2. FOR PILE DATA TABLE, SEE "FOUNDATION PLAN - SHEET 1 OF 5" THRU "FOUNDATION PLAN - SHEET 5 OF 5".
 3. FOR BRIDGE SECTIONS, SEE "BRIDGE SECTIONS - SHEET 1 OF 3" THRU "BRIDGE SECTIONS - SHEET 3 OF 3".
 4. FOR ELEVATOR, STAIR AND FUTURE ESCALATOR, SEE "STATION ARCHITECTURE PLANS".
 5. FOR RETAINING WALLS, SEE "RETAINING WALL PLANS".
 6. FOR OCS GROUNDING PROVISIONS, SEE "OCS PLANS".

LEGEND:
 INDICATES POINT OF MINIMUM VERTICAL CLEARANCE
 --- METRO ROW

REV	DATE	BY	APP	REG NO	EXPRES	SEAL HOLDER	DESCRIPTION
0	3/27/09						ISSUED FOR CONSTRUCTION

DESIGNED BY
D. LING/E. HERZSTEIN
 DRAWN BY
E. BALTAY
 CHECKED BY
P. LIU
 IN CHARGE
B. KNOETGEN
 DATE
3/27/09



EXPOSITION METRO LINE
CONSTRUCTION AUTHORITY

FCI/FLUOR/PARSONS

707 WILSHIRE BLVD. SUITE #3400
LOS ANGELES, CALIFORNIA 90017

MID-CITY / EXPOSITION LRT PROJECT
VENICE / ROBERTSON AERIAL STRUCTURE
GENERAL PLAN

CONTRACT NO 1-06	REV 0
DRAWING NO S-10-001	
SCALE AS NOTED	
SHEET NO	

LEGAL DESCRIPTION

PARCEL 1:

A PORTION OF THE RANCHO RINCON DE LOS BUEYES, PARTLY IN THE CITY OF LOS ANGELES AND PARTLY IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 1 PAGES 207 AND 208 OF PATENTS, AS DESCRIBED IN THAT CERTAIN DEED FROM FRANCISCO HIGUERRA TO THE LOS ANGELES & INDEPENDENCE RAILROAD COMPANY, RECORDED IN BOOK 53 PAGE 522 OF DEEDS, BOUNDED AND PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THE PARCEL OF LAND DESCRIBED IN DEED DATED JUNE 3, 1876, FROM FRANCISCO HIGUERRA TO LOS ANGELES INDEPENDENCE RAILROAD COMPANY, RECORDED JUNE 3, 1876, IN BOOK 47 PAGE 152 OF DEEDS, RECORDS OF SAID COUNTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SITUATE FIFTY (50) FEET FROM AND BEARING SOUTH 49 DEGREES EAST FROM STATION 327 + 43 OF THE CENTER LINE OF THE LOS ANGELES AND INDEPENDENCE RAILROAD; THENCE NORTH 82 DEGREES 30' EAST (MAGNETIC) FIFTY (50) FEET DISTANT FROM AND PARALLEL TO SAID CENTER LINE FOR A DISTANCE OF 9665 FEET TO A POINT ON THE BOUNDARY BETWEEN SAID HIGUERRA AND MRS. AGUILAR; THENCE NORTHERLY ALONG SAID BOUNDARY LINE BETWEEN SAID HIGUERRA AND AGUILAR ONE HUNDRED (100) FEET; THENCE SOUTH 82 DEGREES 30' WEST FIFTY (50) FEET FROM AND PARALLEL TO AFOREMENTIONED CENTER LINE FOR A DISTANCE OF 9665 FEET; THENCE SOUTH 49 DEGREES EAST ONE HUNDRED (100) FEET TO POINT OF BEGINNING;

BOUNDED ON THE SOUTHWEST BY THE NORTHWESTERLY LINE OF WASHINGTON STREET (NOW WASHINGTON BOULEVARD), 60 FEET WIDE, AS SHOWN ON THE MAP OF THE SUBDIVISION OF THE SOUTHERN PORTION OF THE RANCHO RINCON DE LOS BUEYES, RECORDED IN BOOK 53, PAGE 25 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

BOUNDED ON THE WEST BY THE EASTERLY LINE OF THE LAND DESCRIBED AS PARCEL 2 IN THE DEED TO THE CITY OF LOS ANGELES, A MUNICIPAL CORPORATION, RECORDED IN BOOK 12951, PAGE 323, OF OFFICIAL RECORDS;

AND BOUNDED ON THE NORTHWEST BY THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE CITY OF LOS ANGELES, A MUNICIPAL CORPORATION, RECORDED IN BOOK 4801, PAGE 100 OF OFFICIAL RECORDS.

LEGAL DESCRIPTION

(continued)

EXCEPT THEREFROM ALL MINERALS AND MINERAL RIGHTS, INTERESTS AND ROYALTIES, INCLUDING WITHOUT LIMITATION, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS OF WHATEVER KIND OR CHARACTER, WHETHER NOW KNOWN OR HEREAFTER DISCOVERED, IN AND UNDER SAID LAND BELOW A DEPTH OF 500 FEET UNDER THE SURFACE WITHOUT REGARD TO THE MANNER IN WHICH THE SAME MAY BE PRODUCED OR EXTRACTED FROM THE LAND, BUT WITHOUT ANY RIGHT TO ENTER UPON OR THROUGH THE SURFACE DOWN TO 500 FEET BELOW THE SURFACE TO EXTRACT, DRILL, EXPLORE OR OTHERWISE EXPLOIT SUCH MINERALS OR MINERAL RIGHTS AND WITHOUT ANY RIGHT TO REMOVE OR IMPAIR LATERAL OR SUBJACENT SUPPORT, AS RESERVED BY SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION, IN DEED RECORDED JANUARY 15, 1991 AS INSTRUMENT NO. 91-63428, OF OFFICIAL RECORDS.

PARCEL 2:

A PORTION OF THAT PART OF RANCHO RINCON DE LOS BUEYES, PROPERTY OF CLEMENTE C. DE CORONEL, PARTLY IN THE CITY OF LOS ANGELES AND PARTLY IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13 PAGE 18 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS DESCRIBED IN THAT CERTAIN DEED FROM CLEMENTA CRUZ DE CORONEL, WIFE OF MANUEL CORONEL, TO LOS ANGELES & INDEPENDENCE RAILROAD COMPANY, RECORDED IN BOOK 53 PAGE 535 OF DEEDS, DESCRIBED AS FOLLOWS:

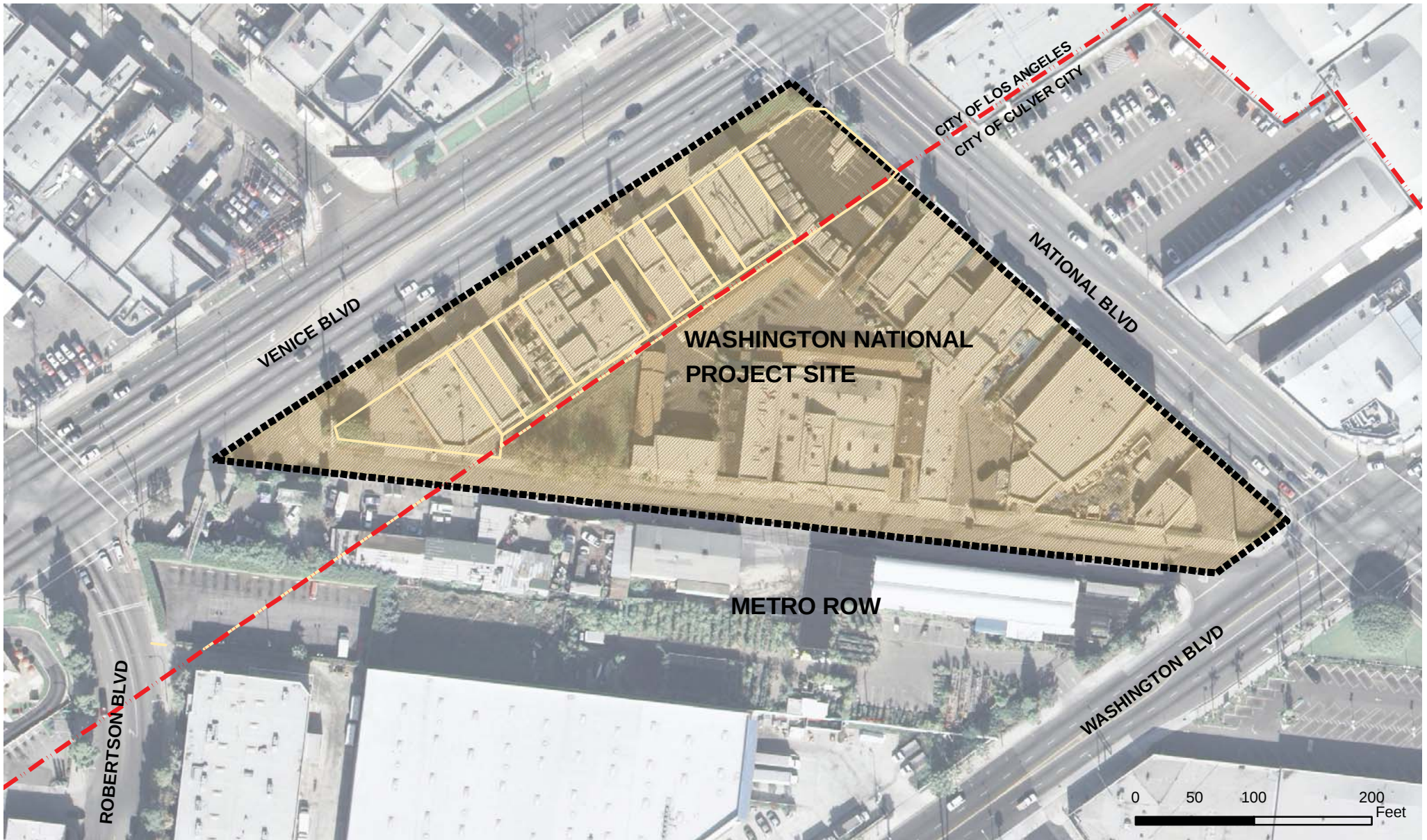
BEGINNING AT A POINT ONE HUNDRED (100) FEET NORTHERLY FROM ENGINEER STATION 379 + 50 OF THE LOS ANGELES & INDEPENDENCE RAILROAD (NOW THE S.P.R.R.) AT THE POINT WHERE SAID RAILROAD CROSSES WASHINGTON STREET, AS SHOWN ON MAP OF A PORTION OF SAID RANCHO RINCON DE LOS BUEYES, RECORDED IN BOOK 13, PAGE 18, OF MISCELLANEOUS RECORDS; THENCE WESTERLY PARALLEL WITH AND ONE HUNDRED (100) FEET FROM THE CENTER LINE OF THE S.P.R.R. CO. RIGHT OF WAY NINE HUNDRED FIFTY (950) FEET TO A POINT OPPOSITE STATION 370 OF SAID RAILROAD; THENCE AT RIGHT ANGLES SOUTHERLY FIFTY (50) FEET TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF SAID RAILROAD COMPANY; THENCE EASTERLY ALONG SAID NORTHERLY LINE NINE HUNDRED FIFTY (950) FEET TO A POINT OPPOSITE STATION 379 + 50; THENCE NORTHERLY FIFTY (50) FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION, IF ANY, INCLUDED IN THE LINES OF WASHINGTON STREET.

LEGAL DESCRIPTION
(continued)

ALSO EXCEPT THEREFROM ALL MINERALS AND MINERAL RIGHTS, INTERESTS AND ROYALTIES, INCLUDING WITHOUT LIMITATION, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS OF WHATEVER KIND OR CHARACTER, WHETHER NOW KNOWN OR HEREAFTER DISCOVERED, IN AND UNDER SAID LAND BELOW A DEPTH OF 500 FEET UNDER THE SURFACE WITHOUT REGARD TO THE MANNER IN WHICH THE SAME MAY BE PRODUCED OR EXTRACTED FROM THE LAND, BUT WITHOUT ANY RIGHT TO ENTER UPON OR THROUGH THE SURFACE DOWN TO 500 FEET BELOW THE SURFACE TO EXTRACT, DRILL, EXPLORE OR OTHERWISE EXPLOIT SUCH MINERALS OR MINERAL RIGHTS AND WITHOUT ANY RIGHT TO REMOVE OR IMPAIR LATERAL OR SUBJACENT SUPPORT, AS RESERVED BY SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION, IN DEED RECORDED JANUARY 15, 1991 AS INSTRUMENT NO. 91-63428, OF OFFICIAL RECORDS.

END OF LEGAL DESCRIPTION



Parcel A (City of Los Angeles)

Legal Descriptions Washington-National Project Site

Real property in the City of Los Angeles, the City of Culver City, and partly in the Cities of Los Angeles and Culver City, County of Los Angeles, State of California, described as follows:

APN:

4312-014-057, 4312-014-004, 4312-014-005, 4312-014-006, 4312-014-054, 4312-014-055, 4312-014-052, 4312-014-011, 4312-014-012, 4312-014-013, 4312-014-014, 4312-014-020, 4312-014-021, 4312-014-022, 4312-014-023, 4312-014-024, 4312-014-059, 4312-014-027, 4312-014-058, 4312-014-029, 4312-014-030, 4312-014-031, 4312-014-038, 4312-014-039, 4312-014-040, 4312-014-041, 4312-014-042, 4312-014-053, 4312-014-046, 4312-014-047, 4312-014-048.

Lots 1, 2, 3, 4, 5, 6, 16, 17 and 18 in the City of Los Angeles, County of Los Angeles, and lots 19 and 20, partly in the Cities of Los Angeles and Culver City, County of Los Angeles, and lots 7, 8, 9, 11, 12, 13, 14, 15, 21, 22, 23, 24, 25, 26, 27, 37, 38, 39, 28, 29, 30, 31, 36, 32, 33, 34, 35, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, all in the City of Culver City, County of Los Angeles, and that part of lot 52 in the City of Culver City, County of Los Angeles, all in Tract 5461, as per Map recorded in Book 57 Page 76 of Maps, in the Office of the County Recorder of said County.

Parcel B (City of Culver City)

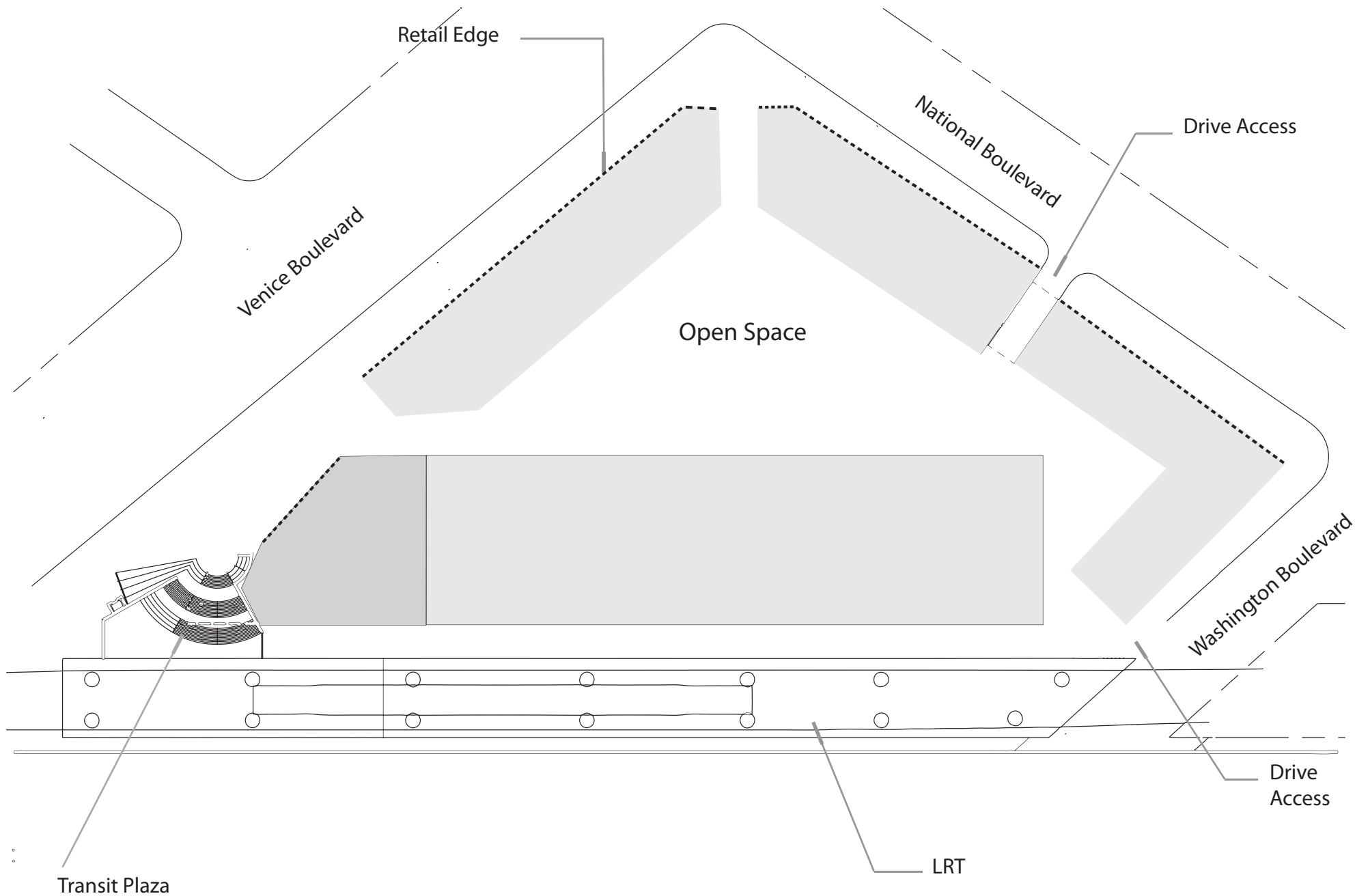
Legal Descriptions Washington-National Project Site

Real property in the City of Culver City, and partly in the Cities of Los Angeles and Culver City, County of Los Angeles, State of California, described as follows:

APN:

4312-014-020, 4312-014-021, 4312-014-022, 4312-014-023, 4312-014-024, 4312-014-059, 4312-014-027, 4312-014-058, 4312-014-029, 4312-014-030, 4312-014-031, 4312-014-038, 4312-014-039, 4312-014-040, 4312-014-041, 4312-014-042, 4312-014-053, 4312-014-046, 4312-014-047, 4312-014-048.

Lots 21, 22, 23, 24, 25, 26, 27, 37, 38, 39, 28, 29, 30, 31, 36, 32, 33, 34, 35, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, all in the City of Culver City, County of Los Angeles, and that part of lot 52 in the City of Culver City, County of Los Angeles, all in Tract 5461, as per Map recorded in Book 57 Page 76 of Maps, in the Office of the County Recorder of said County.

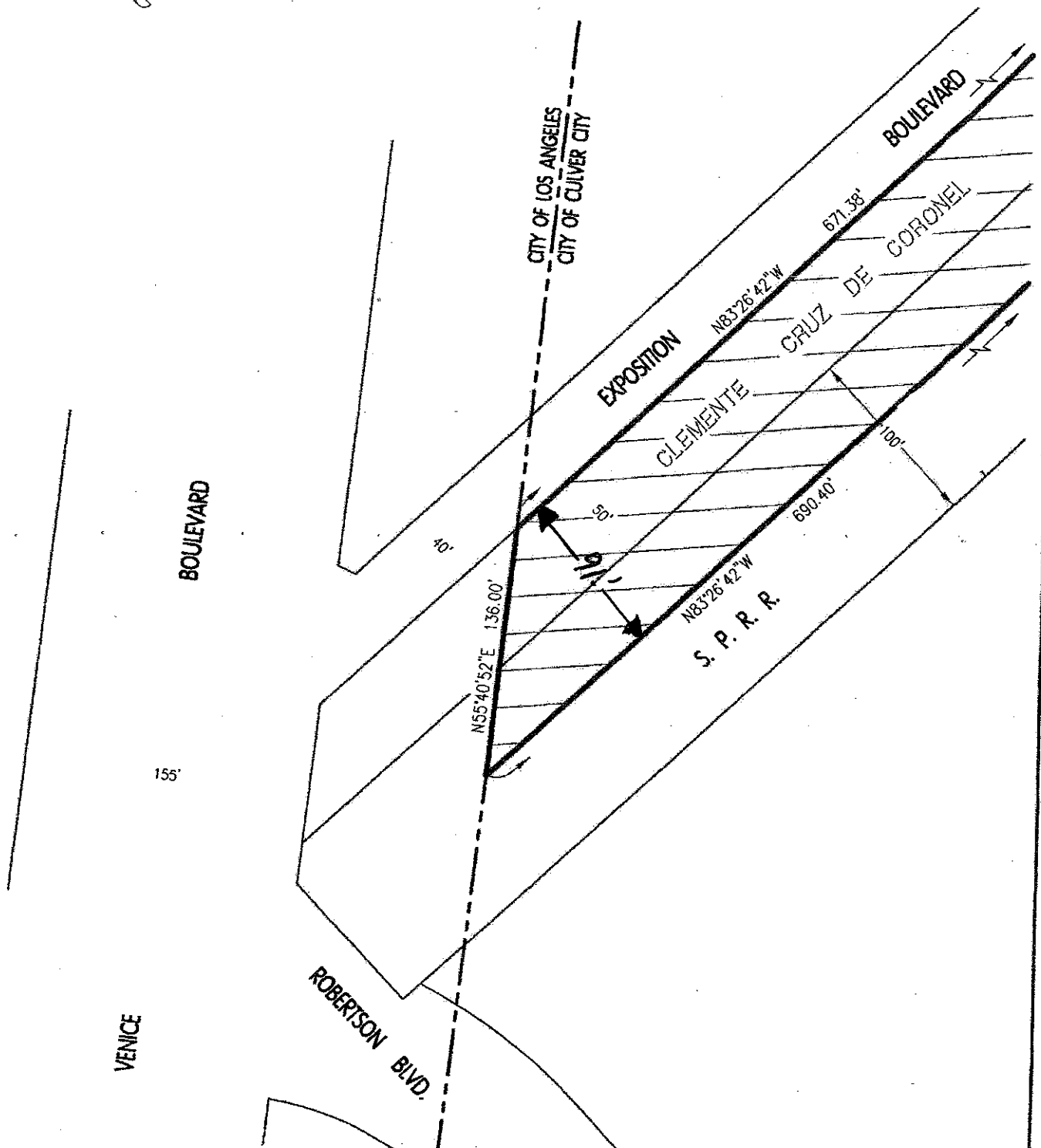
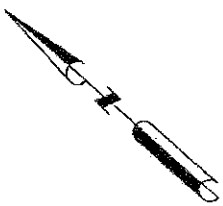


CONCEPT SITE PLAN



0 40 80
SCALE: 1"=80'

PLAT TO ACCOMPANY DESCRIPTION
CITY OF CULVER CITY



KDM Meridian

22541 Aspan St., Ste C
Lake Forest, CA 92630
Phone: 949-768-0731
Fax: 949-768-3731

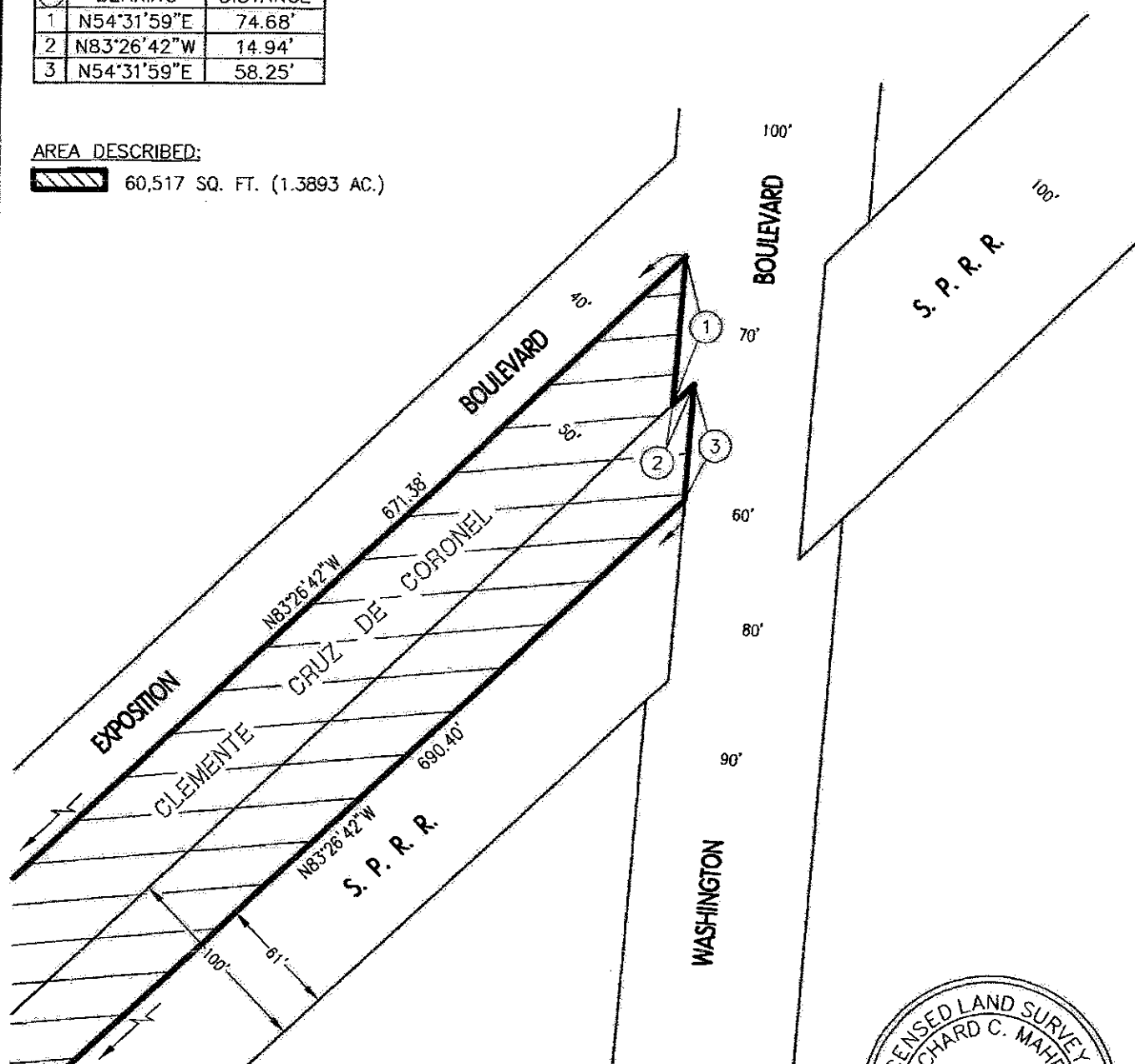
0 40 80
SCALE: 1"=80'

PLAT TO ACCOMPANY DESCRIPTION CITY OF CULVER CITY

LINE DATA TABLE		
	BEARING	DISTANCE
1	N54°31'59"E	74.68'
2	N83°26'42"W	14.94'
3	N54°31'59"E	58.25'

AREA DESCRIBED:

 60,517 SQ. FT. (1.3893 AC.)



KDM Meridian

22541 Aspan St., Ste C
Lake Forest, CA 92630
Phone: 949-768-0731
Fax: 949-768-3731


RICHARD C. MAHER, PLS 7564 (CA)
MY LICENSE EXPIRES ON 12/31/11

12/23/09

A.P.N. 4312-031-900

LEGAL DESCRIPTION
CITY OF CULVER CITY

IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THE PARCEL OF LANDS SITUATED, LYING AND BEING IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING THAT PORTION OF THAT PART OF RANCHO RINCON DE LOS BUEYES, AS SHOWN ON A MAP RECORDED IN BOOK 1, PAGES 207 AND 208 OF PATENTS, AS DESCRIBED IN THAT CERTAIN DEED FROM FRANCISCO HIGUERRA TO THE LOS ANGELES AND INDEPENDENCE RAILROAD COMPANY, RECORDED IN BOOK 47, PAGE 152 AND IN BOOK 53, PAGE 522 BOTH OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND THAT PORTION OF THAT PART OF RANCHO RINCON DE LOS BUEYES, PROPERTY OF CLEMENTE C. DE CORONEL, AS PER MAP RECORDED IN BOOK 13, PAGE 18 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS DESCRIBED IN THAT CERTAIN DEED FROM CLEMENTA CRUZ DE CORONEL, WIFE OF MANUEL CORONEL TO THE LOS ANGELES AND INDEPENDENCE RAILROAD COMPANY, RECORDED IN BOOK 53, PAGE 535 OF DEEDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE SOUTHERLY 61.00 FEET.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND LYING NORTHWESTERLY OF THE BOUNDARY LINES OF THE CITY OF CULVER CITY AND THE CITY OF LOS ANGELES AS SHOWN ON PARCEL MAP NO. 16367 AND PARCEL MAP NO. 5735, FILED IN BOOK 203, PAGES 57 AND 58 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION LYING SOUTHEASTERLY OF THE NORTHWESTERLY LINES OF WASHINGTON BOULEVARD.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 60,517 SQUARE FEET (1.3893 ACRES), MORE OR LESS.

~~ALL AS SHOWN ON EXHIBIT "A-1", ATTACHED HERETO AND MADE A PART THEREOF.~~

THIS DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.


RICHARD C. MAHER, P.L.S. 7564
LICENSE EXPIRES 12-31-2011

12/23/09
DATE



DECEMBER 23, 2009
PAGE 1 OF 1

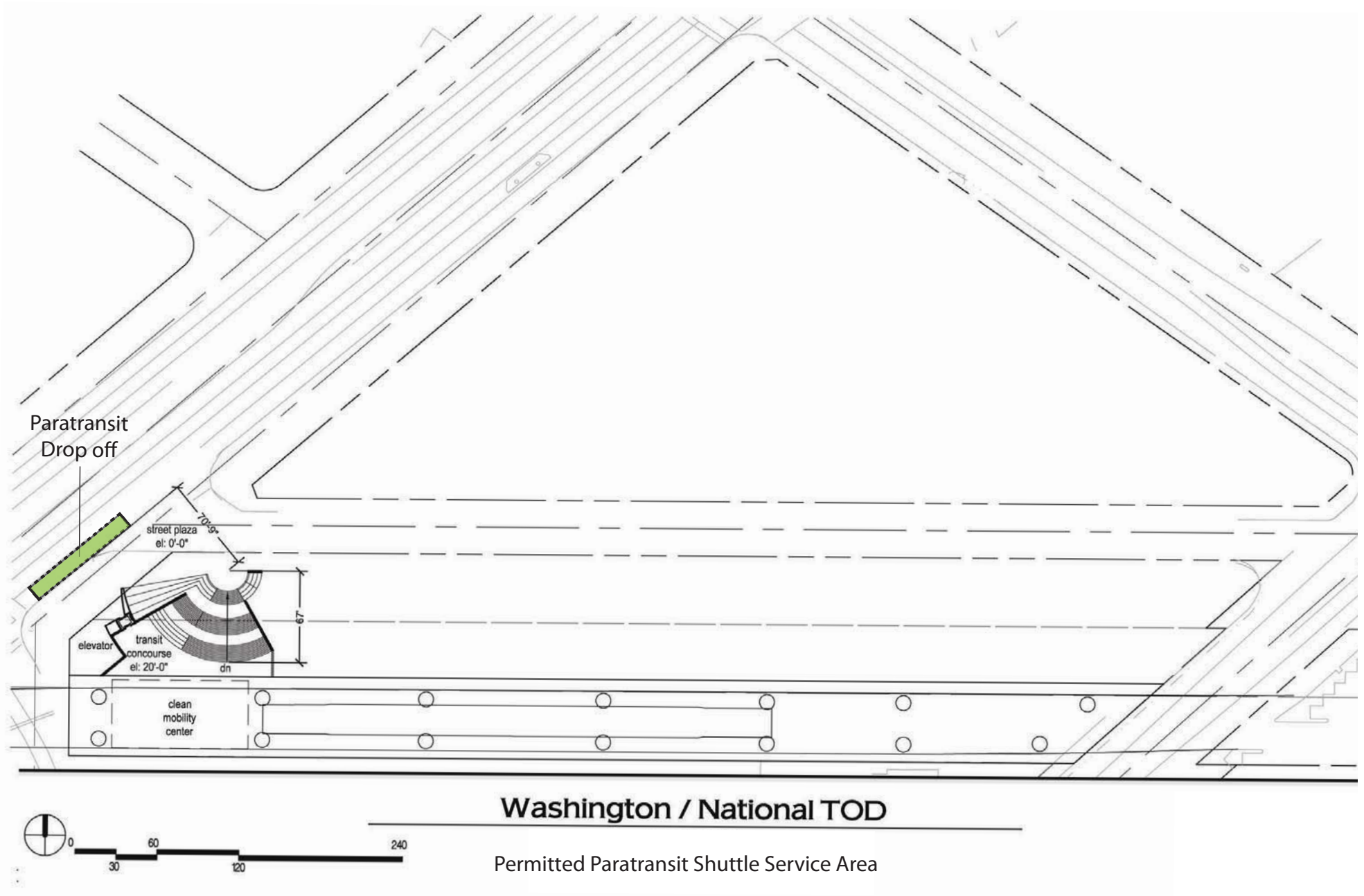


EXHIBIT "G"

LACMTA DEEMED APPROVAL PROCEDURE

The following provisions shall govern LACMTA and Authority approval of plans and specifications submitted by Agency [OR CITY] pursuant to this Easement Agreement and/or any document entered into pursuant to this Easement Agreement. All references to "Metro" in this Exhibit shall mean LACMTA and/or Authority, as applicable.

Deemed Approval of Plans and Specifications. This Exhibit "G" shall be applicable only to plans and specifications for improvements submitted by Agency [OR CITY] at a level of design development subsequent to Metro's approval of a 30% completion level for plans and specifications (the "30% Drawings") for such improvements, provided that such plans and specifications (a) do not contain modifications to the plans and specifications approved by LACMTA at the previous level of design development (other than modifications that represent a logical evolution of the elements depicted, described or specified in the previous Level of Design Development). This Exhibit "G" shall not be applicable to Metro's approval of any 30% Drawings or to any plans and specifications submitted other than in accordance with this Easement Agreement and this Exhibit "G". Plans and specifications (other than conceptual plans) submitted to Metro at a particular level of design development in accordance herewith shall be deemed approved by Metro, if Metro fails to approve, disapprove or request changes to the same within ten (10) business days after its receipt of a written notice from Agency [OR CITY] (delivered after expiration of the applicable thirty (30) day period noted in this Easement Agreement), indicating Metro's failure to provide such approval, disapproval or request for changes; provided:

- (1) Such written notice contains the following provisions, in large type and in bold print:

"THIS IS YOUR SECOND AND FINAL NOTICE REGARDING THIS MATTER. FAILURE TO APPROVE OR DISAPPROVE THE REQUESTED MATTER WITHIN TEN (10) BUSINESS DAYS AFTER YOUR RECEIPT OF THIS REQUEST SHALL BE DEEMED AN APPROVAL OF THE SAME PURSUANT TO EXHIBIT G OF THE EASEMENT AGREEMENT WITH THE AGENCY[OR CITY]"; and

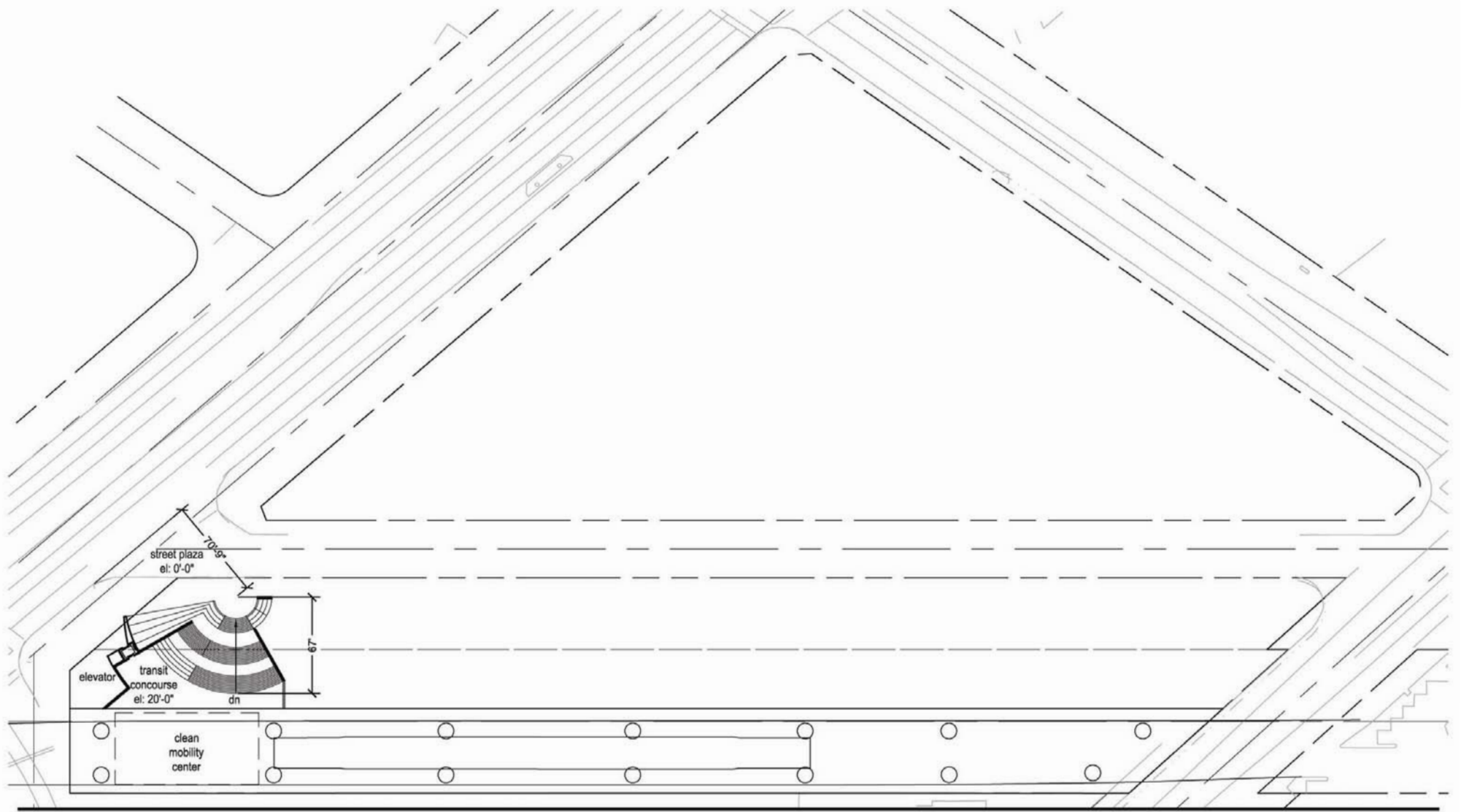
- (2) At the time the subject plans and specifications are submitted to Metro, Agency [OR CITY] provides Metro with a written notice requesting approval of such plans and specifications and sets forth in such written notice one or the other of the following provisions (as applicable), in large type and in bold print:

- (a) If such submittal is the initial submittal of plans and specifications at a particular level of design development or is a submittal of plans and specifications at a particular level of design development for any reason other than as set forth in the following subsection (b), below, then the following provision shall be included in the written notice:

“NOTICE IS HEREBY GIVEN THAT FAILURE TO APPROVE OR DISAPPROVE THE REQUESTED MATTER WITHIN THIRTY (30) DAYS AFTER YOUR RECEIPT OF THIS REQUEST SHALL BE DEEMED AN APPROVAL OF THE SAME PURSUANT TO EXHIBIT G OF THE EASEMENT AGREEMENT WITH THE AGENCY[OR CITY]”

(b) If such submittal is a re-submittal of plans and specifications at a particular level of design development due solely to either a previous Metro disapproval of plans and specifications at that level of design development or a previous Metro request for changes to plans and specifications at that level of design development, then the following provision shall be included in the written notice:

“NOTICE IS HEREBY GIVEN THAT FAILURE TO APPROVE OR DISAPPROVE THE REQUESTED MATTER WITHIN FIFTEEN (15) DAYS AFTER YOUR RECEIPT OF THIS REQUEST SHALL BE DEEMED AN APPROVAL OF THE SAME PURSUANT TO EXHIBIT G OF THE EASEMENT AGREEMENT WITH THE AGENCY[OR CITY]”



WASHINGTON NATIONAL ILLUSTRATIVE CONCEPT PLAN FOR TRANSIT PLAZA