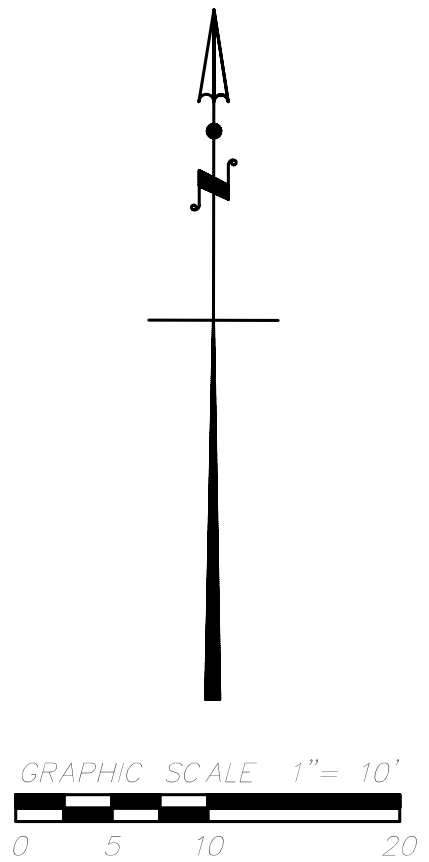
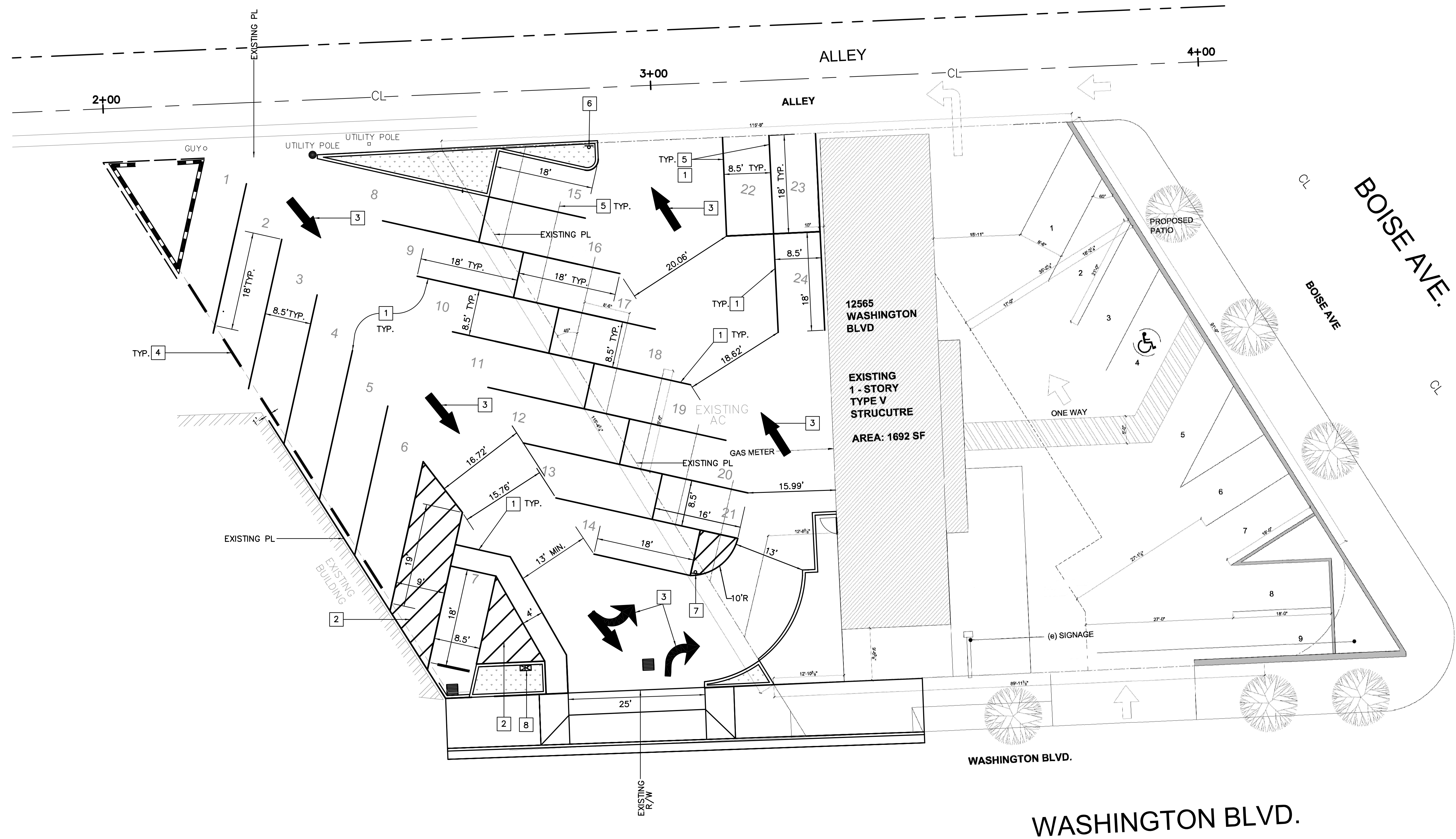


MEETING DATE: 09/26/11

**AGENDA ITEM: JOINT CITY COUNCIL AND REDEVELOPMENT
AGENCY BOARD ITEM: Approval of Plans and
Specifications and Authorization to Publish Notice
Inviting Bids to Construct a Public Parking Lot on
City-Owned Property at 12601 Washington
Boulevard; and Approval of a Reciprocal Easement
Agreement with the Adjacent Property Owner at
12565 Washington Boulevard to Improve Access and
Circulation to/from the Property.**

ATTACHMENTS

<u>Description</u>	<u>Pages</u>
1. Proposed Parking Layout; and,	1
2. Draft Reciprocal Easement Agreement.	2 -23



SIGNING AND STRIPING NOTES

- 1 PAINT 4" WHITE LINES.
- 2 PAINT 4" WHITE DIAGONAL LINES @ 24" O.C.
- 3 MARKING AS SHOWN.
- 4 INSTALL CONCRETE STOP.
- 5 REMOVE EXISTING STRIPING.
- 6 INSTALL SAFETYSIGN 12"x18" "EXIT ONLY DO NOT ENTER" SIGN AND POST OR APPROVED EQUAL.
- 7 INSTALL SAFETYSIGN 18"x24" "ONE WAY" SIGN AND POST OR APPROVED EQUAL.
- 8 INSTALL DPT'S "SHELBY" MODEL PAY-BY-SPACE MACHINE OR APPROVED EQUAL. SEE LIGHTING AND ELECTRICAL PLANS.

CULVER CITY REDEVELOPMENT AGENCY
9770 Culver Blvd - Culver City, Ca. 90232

PREPARED BY:

KOA CORPORATION
CBM CONSULTING

1100 Corporate Center Dr. Ste.201
Monterey Park, CA 91754
Tel: (323) 260-4703
Fax: (323) 260-4705

DATE:

KOA-CBM PROJ# 5775

SHEET TITLE	JOB CAPT.	KK
	DRAWN BY:	CK
	CHECKED BY:	KK
	SCALE:	
PROJECT	12601 WEST WASHINGTON BLVD. PUBLIC PARKING LOT SIGNING AND STRIPING PLAN	
APPROVED BY	CHARLES D. HERBERTSON	
CITY ENGINEER	RCE -	DATE

SHT 4 OF 6

1

ATTACHMENT 2

OFFICIAL BUSINESS

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

Recording Requested By and
When Recorded Mail To:

City of Culver City
9770 Culver Boulevard
Culver City, CA 90232-0507
Attn: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (this "**REA**") dated for identification purposes August _____, 2011, is made by and between SAMUEL V. KARDASHIAN, TRUSTEE of the KARDASHIAN FAMILY TRUST DATED NOVEMBER 1994 ("**Site B Owner**"), and the CITY OF CULVER CITY (the "**City**" and "**Site A Owner**") with the consent of A-Frame, LP, a California limited partnership ("**A-Frame**"), and the Culver City Redevelopment Agency, a public body corporate and politic (the "**Agency**"), and with reference to the following:

RECITALS

A. The City is the fee owner of that certain real property located at 12601 Washington Boulevard, Culver City, County of Los Angeles, State of California, more particularly described on Exhibit A hereto (herein, "**Site A**").

B. Site B Owner is the fee owner of that certain real property located at 12565 Washington Boulevard, Culver City, County of Los Angeles, State of California, more particularly described on Exhibit B hereto (herein, "**Site B**").

C. A-Frame is the current tenant of Site B, and the Agency has heretofore made a loan (herein, the "**Agency Loan**") to A-Frame in connection with its business operations on Site B.

D. The City and Site B Owner (individually, an "**Owner**" and collectively, "**Owners**") desire to grant, establish and create certain reciprocal easements over and upon Site A and Site B (collectively, the "**Property**") for the benefit of the present and future owners of the Property and their respective occupants, lessees, sublessees, licensees and invitees.

ATTACHMENT 2

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owners do hereby agree for themselves, their successors and assigns and the respective owners, lessees, sublessees, licensees, occupants, invitees and encumbrancers of Site A and Site B as follows:

AGREEMENT

1. Recitals. The Recitals above are an integral part of this REA and set forth the intentions of the Owners and the premises on which the Owners have decided to enter into this REA. The Property and the improvements herein described and contemplated are generally depicted on Exhibit C hereto.

2. Grant of Easements over Site A. Site A is to be developed by the City as a public parking lot. At the same time, Site A will provide vehicular and pedestrian access to Site B and to Washington Boulevard from the public alley behind Site A.

(a) Site A Access Easement. The City hereby grants to Site B Owner as an appurtenance to Site B for the use and benefit of Site B, Site B Owner, its successors, assigns, lessees, sublessees, licensees, occupants, invitees and encumbrancers thereof a non-exclusive easement in, on, over and across Site A (the “**Site A Access Easement**”) for the purposes of vehicular and pedestrian ingress, egress and access from the alley behind Site A to Site B and Washington Boulevard and the maintenance of parking spaces situated on Site B that may encroach onto Site A. The Site A Access Easement granted in this Section 2(a) shall continue until this REA is terminated as set forth in Section 12 below. The non-exclusive easement granted herein includes any and all incidental rights of use, maintenance, repair and replacement upon Site A for the benefit of the easement and Site B.

(b) Site A Trash Enclosure Easement. The City hereby grants to the Site B Owner as an appurtenance to Site B for the use and benefit of Site B, Site B Owner, its successors, assigns, lessees, sublessees, licensees, occupants, invitees and encumbrancers thereof a non-exclusive easement (the “**Site A Trash Enclosure Easement**”) in, on, over and across that portion of Site A generally designated on Exhibit C hereto as the “**Trash Enclosure**” for the purposes of inspecting, maintaining, operating, repairing and replacing the Trash Enclosure for commercial business refuse disposal as defined in the Culver City Municipal Code as amended from time to time. The Site A Trash Enclosure Easement granted in this Section 2(b) shall continue until this REA is terminated as set forth in Section 12 below. The non-exclusive easement granted herein includes any and all incidental rights of use, maintenance, repair and replacement upon Site A for the benefit of the easement and Site B.

ATTACHMENT 2

3. Grant of Easements over Site B. The parking areas on Site B are to be reconfigured by the City and the current exit from Site B onto Washington Boulevard is to be removed and replaced by an exit from Site A. At the same time, Site B will provide vehicular egress from Site A to and over Site B to the public alley behind Site B.

(a) Site B Construction Easement. Subject to Section 5 below, Site B Owner hereby grants to Site A Owner an easement (the “**Site B Construction Easement**”) in, on, over and across Site B for the purposes of creating a new exit from Site A onto Washington Boulevard, removing the current exit from Site B onto Washington Boulevard, providing a new exit for Site A onto the public alley behind Site B, and constructing the Parking Lots (defined below) on Site A and on Site B.

(b) Site B Exit Easement. Site B Owner hereby grants to Site A Owner as an appurtenance to Site A for the use and benefit of Site A, Site A Owner, its successors, assigns, lessees, sublessees, licensees, occupants, invitees and encumbrancers thereof a non-exclusive easement (the “**Site B Exit Easement**”) in, on, over and across Site B for the purposes of vehicular and pedestrian egress from Site A over Site B to the public alley behind Site B and the maintenance of parking spaces situated on Site A that may encroach onto Site B. The Site B Exit Easement granted in this Section 3(b) shall continue until this REA is terminated as set forth in Section 12 below. The non-exclusive easement granted herein includes any and all incidental rights of use, maintenance, repair and replacement upon Site B for the benefit of the easement and Site A.

4. Easement Areas. The easements described in Sections 2 and 3 hereof are sometimes hereinafter referred to collectively as the “**Subject Easements**”. The location of the Subject Easements is established as of the recordation date of this REA, and the location of areas of the Property affected thereby shall not be varied without the prior written consent of each of the parties hereto and the City Manager (or his or her designee) of the City of Culver City.

5. Improvements on the Easement Areas.

(a) City Obligations. The City agrees to construct and install the following improvements within the times set forth herein below (collectively, the “**Improvements**”):

(1) The parking lot improvements (the “**Parking Lots**”) on the Property more particularly described in the Project Budget and Scope of Work attached hereto as Exhibit D;

(2) The Trash Enclosure located within the Site A Trash Enclosure Easement, the dimensions of which shall be not less than ten (10) feet

ATTACHMENT 2

by twelve (12) feet by six (6) feet in height, with an opening of eight (8) feet and six (6) inch curbing on the inside walls;

(3) Closing the current egress from Site B to Washington Boulevard and creating a new egress from Site A to Washington Boulevard;

(4) Creating access to Site A from the public alley behind Site A and creating egress from Site B to the public alley behind Site B.

(b) Schedule of Performance. The City shall commence construction of the Improvements no later than February 1, 2011 and completion of the Improvements shall occur no later than August 1, 2012. These dates may be amended upon the mutual agreement of the parties hereto, which shall not be unreasonably withheld, conditioned, or delayed.

(c) Sources of Funds. Site B Owner acknowledges and agrees that the City's obligations under this REA to construct and install the Improvements are limited to the following sources and restrictions:

(1) For the Parking Lots, (i) a pledge of "net available tax increment" pursuant to that certain Cooperation Agreement dated January 15, 2011, as amended by the First Amendment thereto dated February 22, 2011 and as further amended by the Second Amendment thereto dated March 7, 2011, each made by and between the City and the Agency (collectively, the "**Cooperation Agreement**") and (ii) certain "**Assets**" (defined in the Cooperation Agreement) transferred by the Agency to the City to assist in completing the Parking Lots, among other projects, pursuant to that certain Agreement of Assignment dated March 7, 2011, by and between the Agency and the City, copies of which are public records on file in the offices of the City Clerk. The Assets and the "net available tax increment" described herein above are collectively referred to herein as the "**Agency Funds**". Notwithstanding the foregoing, the City does hereby confirm and agree that it now has and will have sufficient Agency Funds to complete the Improvements herein contemplated within the time frames set forth above.

(2) For the Trash Enclosure, the materials, design and construction thereof shall be limited to a project budget not to exceed \$10,000, which sum (the "**Agency Loan Proceeds**") has been loaned to A-Frame by the Agency and shall be contributed by A-Frame to the City for use in constructing the Trash Enclosure. In the event the Agency Loan Proceeds are insufficient to cover the costs to construct the current design of the Trash Enclosure, the Owners agree to cooperate to redesign the Trash Enclosure to accommodate that part of the project budget for the same.

(3) Nothing in this REA shall require the City to expend or promise to expend monies from its general fund to satisfy the obligations set forth in this Section 5. The City's liability for damages resulting from or under this

ATTACHMENT 2

Section 5 shall be limited to the Agency Funds and the Agency Loan Proceeds, as applicable, in the City's possession, and without resort to any other assets of the City (other than Site A and/or any proceeds from the City's disposition of Site A) and not through the City's general fund.

(4) Except for the contribution of \$10,000 by A-Frame, nothing in this REA shall require Site A Owner or A-Frame to expend additional funds for the construction of the Improvements on the Property.

6. Parking Restrictions.

(a) Parking Hours. Parking on the Subject Easements shall be restricted to the following hours and limitations:

- (1) 6:00 a.m. to 2:00 a.m., 2 hour parking limit.
- (2) 2:00 a.m. to 6:00 a.m., No parking permitted.

(b) Parking Controls. Parking on the Subject Easements shall be controlled as follows:

(1) Site A. Public parking on Site A may be metered and enforced by Site A Owner. All revenue derived from such metering shall be the property of Site A Owner.

(2) Site B. Parking on Site B shall not be open to the public and shall be limited to Site B Owner, its tenant, its and their invitees only. Site B Owner and its tenant may cause others to be towed without warning; provided, however, Site B Owner shall install and maintain signage in accordance with City regulations for the term of this REA. Such signage shall read substantially as follows: "During A-Frame Business Hours This Space Reserved for A-Frame Restaurant. All others will be towed. CCMC Section 7.01.235 Police Department (310) 837-1221". By separate agreement between Site B Owner and the tenant of Site B, and/or its or their successors in interest, Site B Owner and the tenant of Site B, if any, may derive revenue from the parking area on Site B in accordance with City regulations, and the same shall be the property of Site B Owner and/or the tenant of Site B and shall not be the property of Site A Owner.

7. Maintenance Obligations. The following Site A Maintenance Obligations and the Site B Maintenance Obligations may hereinafter be referred to collectively as the "**Maintenance Obligations**".

(a) Site A. With the exception of the Trash Enclosure, Site A Owner shall keep, maintain and repair Site A and all landscaping and/or improvements located upon Site A in a good and clean state of condition and

ATTACHMENT 2

repair to allow all weather access including, without limitation, the filling of chuckholes, repairing cracks, repairing and maintaining drainage structures, removing debris, maintaining signs, markers, striping and lighting, if any, and other work reasonably necessary or proper to repair and preserve Site A (collectively, the “**Site A Maintenance Obligations**”).

(b) Site B. With the exception of the construction activities and clean up following the same by Site A Owner upon Site B, Site B Owner shall keep, maintain and repair Site B, the Trash Enclosure and all landscaping and/or improvements located upon Site B and/or within and immediately surrounding the Trash Enclosure in a good and clean state of condition and repair to allow all weather access, including, without limitation, the filling of chuckholes, repairing cracks, repairing and maintaining drainage structures, removing debris, maintaining signs, markers, striping and lighting, if any, and other work reasonably necessary or proper to repair and preserve Site B and the Trash Enclosure (collectively, the “**Site B Maintenance Obligations**”).

(c). Allocation of Maintenance Costs. The costs to keep, maintain and repair the Property (the “**Maintenance Costs**”) shall be borne by the Owners as follows:

(1) With the exception of the Trash Enclosure, Site A Owner shall pay for all of the costs and expenses incurred for the Site A Maintenance Obligations; and

(2) Site B Owner shall pay for all of the costs and expenses incurred for the Site B Maintenance Obligations. Site B Owner shall also be responsible for all charges, fees or costs associated with providing waste bins and removal services in said area; provided, however, such costs may be apportioned with any future grantee of an easement similar to the Site A Trash Enclosure Easement made by the Site A Owner.

(d) Maintenance Defaults. If either Owner fails to perform its respective Maintenance Obligations, then the other Owner may, but shall not be obligated to, deliver written notice to such Owner setting forth in reasonable detail the specific maintenance and/or repairs which it believes to be required. If the defaulting Owner fails to commence to cure such non-performance within 90 days after receipt of notice from the other Owner, then the non-defaulting Owner may, but shall not be obligated to, enter upon the other Owner's Site and cause such Maintenance Obligations to be performed at the cost of defaulting Owner. Upon performance by the non-defaulting Owner of such Maintenance Obligations, the non-defaulting Owner shall be entitled to reimbursement by the defaulting Owner of the reasonable and actual cost thereof. If the defaulting Owner fails to reimburse the non-defaulting Owner within 30 days after receipt from the non-defaulting Owner of a statement of the amount due for the performance of the Maintenance Obligations, then all such unpaid costs shall

ATTACHMENT 2

accrue interest from the date incurred by the non-defaulting Owner at the lower of (i) three percent (3%) over the prime rate of Wells Fargo Bank or comparable institution in the State of California on the date payment is made by the other Owner or (ii) the maximum non-usurious interest rate permitted by law (the “**Default Rate**”).

8. No Discrimination. Site B Owner herein covenants by and for itself, its successors and assigns and every successor in interest to Site B or any part thereof, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of Site B.

9. Insurance. Prior to either Owner's exercise of any rights or obligations under this REA, each Owner shall furnish to the other evidence of commercial general liability insurance, in form, coverage and with limits reasonably acceptable to the other Owner but not less than Two Million Dollars (\$2,000,000.00). The above notwithstanding, the City may submit as a substitute for the required form, a Certificate of Self Insurance with proper evidence of excess liability coverage. The other Owner shall be named as an additional insured on the insuring Owner's liability policy. The following language or its equivalent shall appear in each policy or the applicable certificate of insurance: “It is hereby understood and agreed that this policy is primary and noncontributing with any other valid and collectible insurance.” Each policy shall be underwritten by insurance companies with a “Best's Key Rating Guide” rating of A or better and financial size of VIII or greater. Each policy shall contain an endorsement providing for an unqualified thirty (30) days advance written notice to the other Owner prior to cancellation, termination or material reduction in coverage. Each Owner shall provide a certified copy of such insurance policy to the other Owner. Each Owner shall cause its insurance obligation under this Section 9 to survive any termination or expiration of this REA for a period of five (5) years.

10. Indemnification. Each Owner (the “**Indemnifying Party**”) shall be liable to the other Owner (the “**Indemnified Party**”) for any damage to the Property that may be sustained by reason of the negligence of the Indemnifying Party or the Indemnifying Party's permittees, invitees, agents, contractors, subcontractors, employees, officials, members and other representatives (the “**Indemnifying Party's Representatives**”). Each Indemnifying Party hereby agrees to protect, defend, indemnify and hold harmless the Indemnified Party and the Indemnified Party's permittees, invitees, agents, contractors,

ATTACHMENT 2

subcontractors, employees, officials, members and other representatives (the “**Indemnified Party’s Representatives**”) from and against any and all liabilities, claims, actions, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation, including attorney’s fees and costs) (collectively, the “**Indemnified Claims**”) caused by the Indemnifying Party’s and/or any of the Indemnifying Party’s Representative’s willful misconduct or negligence or the Indemnifying Party’s and/or any of the Indemnifying Party’s Representative’s failure to comply with any obligation contained in this REA; provided that no Indemnifying Party shall be required to indemnify an Indemnified Party or any Indemnified Party’s Representatives for any Indemnified Claim to the extent caused by the negligence or willful misconduct of the Indemnified Party and/or any of the Indemnified Party’s Representatives. Insurance policy limits shall not act as a limitation upon the amount of indemnification to be provided pursuant to this REA. The indemnity provisions of this Section 10 shall survive any expiration or termination of this REA.

11. Liens. If either Owner, its successors and assigns, shall fail to pay and to discharge any mortgage, pledge, lien, charge, encumbrance or claim (collectively, “**Liens**”), for which said Owner’s Site or any portion thereof has been pledged as security, the other Owner may (but shall not be obligated to) pay or discharge it, and the amount paid by the other Owner and the amount of all costs, expenses, interest and penalties connected therewith, including attorney fees, together with interest at the Default Rate, shall be deemed to be and shall be payable by the defaulting Owner, its successors and assigns, to the non-defaulting Owner on demand.

12. Effective Date; Duration. The term of this REA shall commence upon the recordation hereof in the Office of the County Recorder of Los Angeles County, California (the “**Effective Date**”) and shall remain in effect for not less than ten (10) years (the “**Initial REA Period**”) subject to the following terms and conditions:

(a) After the Initial REA Period, either Owner shall have the right, upon not less than one hundred eighty (180) days prior written notice to the other Owner, to terminate this REA.

(b) Site B Owner shall have the right to terminate this REA in the event that all or any part of the improvements on Site B are so materially and adversely damaged or destroyed by fire or other casualty that the then current tenant of Site B elects to cease operation of the improvements thereon. In the event Site B Owner elects to repair or restore such damaged or destroyed portions of the improvements on Site B, then Site A Owner agrees that its right to use the Site B Easements may be temporarily suspended during Site B Owner’s repair and/or restoration of said improvements.

ATTACHMENT 2

(c) If either Owner exercises its termination right in accordance with the provisions of this Section 12, the other Owner shall execute and deliver to the requesting Owner all documents reasonably required by the requesting Owner, including, without limitation, a Quitclaim Deed, to terminate this REA. Except as otherwise provided Sections 9 and 10 above, as of any such termination date, the Owners shall be freed and discharged of all further obligations hereunder; provided, however, the following obligations shall remain:

(1) Site B Owner shall construct and install on Site B a trash enclosure similar in scope to the Trash Enclosure and in conformance with the Culver City Municipal Code, as may be amended from time to time, at Site B Owner's sole cost, including making commercially reasonable efforts to obtain all necessary City permits;

(2) Site A Owner hereby acknowledges and agrees that Site B Owner may restore and reopen a drive approach from Site B onto Washington Boulevard; provided, however, such drive approach is in conformance with the Culver City Municipal Code, as may be amended from time to time, at Site B Owner's sole cost, including making commercially reasonable efforts to obtain all necessary City permits; and

(3) Each Owner shall re-stripe their respective parking areas, each at their own costs, and without encroachment onto the other Owner's Site.

13. 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. The foregoing notwithstanding, the Owners acknowledge that a default or breach of the covenants, restrictions or other obligations under this REA shall not cause or give rise to a termination, or any right of termination, of the easements established or granted hereunder.

14. Specific Performance. Due to the unique obligations of each Owner to be performed hereunder, which if an Owner (the "**Defaulting Party**") defaulted in the performance thereof would cause injury to the other Owner (the "**Injured Party**") which could not be reasonably and adequately compensated in damages, the Injured Party shall have the right at its option to bring an action for injunctive relief, specific performance, declaratory judgment or other equitable relief as appropriate, should the Defaulting Party default in its obligations hereunder and such default shall continue for more than thirty (30) days after receipt of written notice thereof from the Injured Party to the Defaulting Party; provided, however, in the event such default cannot reasonably be cured within thirty (30) days, the Defaulting Party shall have such additional time as is reasonably required to cure such default provided that the Defaulting Party has commenced the cure within the initial thirty (30) day period and thereafter is

ATTACHMENT 2

diligently prosecuting such cure, but in no event no later than sixty (60) days after receipt of such notice.

15. Notices. All notices, requests for approval and other communications provided for under this REA shall be in writing, and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or by private overnight courier service, addressed to the party to receive such communication at the following address or by facsimile to the facsimile number for such party set forth below, and shall be effective upon receipt or refusal or inability to accept delivery:

If to Site B Owner, then to : Sanjo Investments
5840 Uplander Way, Suite 100
Culver City, California 90230
Attn: Ernie A. Farhat

with a copy to: A-Frame Restaurant
12565 W. Washington Blvd.
Los Angeles, California 90066
Attn: David Reiss

and to: Rosenberg & Koffman
1801 Century Park East, Suite 2200
Los Angeles, California 90067
Attn: Gregory S. Koffman, Attorney

If to the City, then to: City of Culver City
9770 Culver Boulevard
Culver City, California 90232-0507
Attn: City Manager

with a copy to: Culver City Redevelopment Agency
Attn: Executive Director
9770 Culver Boulevard
Culver City, California 90232-0507

Notice of change of address shall be given by written notice in the manner detailed in this Section 15.

16. Entire Agreement. This REA contains the entire agreement between the Owners with respect to the matters set forth herein, and supersedes all prior or contemporaneous agreements (whether oral or written) between the Owners with respect to the matters set forth herein.

ATTACHMENT 2

17. Successors and Assigns. The Owners hereby agree that the Property 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 REA and that all of the limitations, restrictions, easements, covenants and conditions set forth in this REA 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 Property 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.

18. Amendment. This REA may be modified only in a writing signed by the Owners in interest at the time of the modification.

19. Future Litigation Expenses. If either Owner brings an action or proceeding by reason of defaults, breaches, tortious acts, or otherwise arising out of this REA, the prevailing party in such action or proceeding shall be entitled to its costs and expenses of suit including, but not limited to, reasonable attorneys' fees and expert witness fees. Attorneys' fees under this Section 19 shall include reasonable attorneys' fees on any appeal and, in addition, an Owner entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action. In addition to the foregoing award of attorneys' fees to the prevailing party, the prevailing party in any lawsuit shall be entitled to its reasonable attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this REA into any judgment on this REA.

20. Severability. In case any one or more provisions set forth in this REA shall for any reason be held invalid, illegal or unenforceable in any respect, any such invalidity, illegality, or unenforceability shall not affect any other provision of this REA, and this REA shall be construed as if such invalid, illegal or unenforceable provision had never been incorporated herein; provided that the deletion of such provision does not materially alter this REA.

21. Governing Law. This REA shall be governed by, and construed in accordance with, the laws of the State of California.

22. Counterparts. This REA may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. Any signature page may be detached from any counterpart and re-attached to another counterpart to make one full and complete executed agreement.

23. Authority. Each Owner to this REA represents and warrants that it has authority to enter into this REA and to grant the rights and assume the

ATTACHMENT 2

obligations set forth in this REA. Each individual signing this REA represents and warrants that he or she has been authorized to do so by proper action of the Owner on whose behalf he or she has signed.

24. Conflict of Interest. No member, official or employee of City shall have any personal interest, direct or indirect, in this REA nor shall any such member, official or employee participate in any decision relating to the REA which affects his or her personal interests or the interests of any corporation, partnership or association in which he, or she, is directly or indirectly, interested.

25. Non-Liability of City Officials and Employees. No member, official, agent, legal counsel or employee of City shall be personally liable to Site B Owner or any of its successors in interest in the event of any default or breach by City or for any amount which may become due or on any obligation under the terms of this REA.

26. Captions. The captions of this REA are inserted for convenience and are not part of this REA.

27. No Third Party Beneficiary. This REA is entered into solely for the benefit of the Owners hereto and their successors and assigns. Other than the Owners hereto and their successors and assigns, no third party shall be entitled to directly or indirectly base any claim, or to have any right arising from or related to this REA.

28. Mutual Cooperation. The Owners shall take all further actions, including the execution of such additional documents, as shall be necessary to effectuate the purpose of this REA.

29. Exhibits. All exhibits referred to in this REA are incorporated herein by reference.

30. Subordination. Site B Owner covenants and agrees for itself, its successors, its assigns and every successor in interest to Site B or any part thereof, that this Agreement shall be superior to the lien of any mortgage or deed of trust, but nothing contained herein shall prohibit any mortgage or deed of trust or render invalid the lien thereof.

[Signatures begin on following page.]

ATTACHMENT 2

IN WITNESS WHEREOF, the Owners have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized as of the dates shown below.

"Site A Owner"

CITY OF CULVER CITY

Date: _____

By: _____
John Nachbar, City Manager

APPROVED AS TO FORM:

CAROL SCHWAB, City Attorney

"Site B Owner"

KARDASHIAN FAMILY TRUST DATED
NOVEMBER 1994

Date: _____

By: _____
Samuel V. Kardashian, Trustee

The undersigned hereby consent to and agree to be bound by the foregoing
REA:

"A-Frame"

A-FRAME, LP, a California limited partnership

By: JENEBA BA, INC., a California corporation
its General Partner

Date: _____

By: _____
David Reiss, its President

"Agency"

CULVER CITY REDEVELOPMENT AGENCY,
a public body corporate and politic

Date: _____

By: _____
John Nachbar, Executive Director

[Signatures continue on next page.]

ATTACHMENT 2

APPROVED AS TO FORM:

KANE, BALLMER & BERKMAN
Agency General Counsel

By: _____
Theodore (Ted) M. Ballmer

Exhibits:

- A: Description of Site A
- B: Description of Site B
- C: Site Map
- D: Project Budget & Scope of Work

DRAFT

ATTACHMENT 2

CALIFORNIA ACKNOWLEDGEMENT

State of California

County of _____)

On _____ before me, _____

(insert name and title of the officer)

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)

ATTACHMENT 2

CALIFORNIA ACKNOWLEDGEMENT

State of California

County of _____)

On _____ before me, _____

(insert name and title of the officer)

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.

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Signature _____

(Seal)

ATTACHMENT 2

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Signature _____

(Seal)

ATTACHMENT 2

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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)

ATTACHMENT 2

EXHIBIT A

Description of Site A

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

LOTS 4 AND 5 OF TRACT NO 9060, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 123, PAGES 48 AND 49 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY.

ASSESSOR'S PARCEL NO. 4231-019-050

ATTACHMENT 2

EXHIBIT B

Description of Site B

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

LOT 1, 2 & 3 OF TRACT NUMBER 9060, IN THE CITY OF CULVER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 123 PAGE(S) 48 & 49 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ASSESSOR'S PARCEL NO. 4231-019-049

ATTACHMENT 2

EXHIBIT C

Improvements To Be Constructed on Property

[BEHIND THIS PAGE]

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ATTACHMENT 2

EXHIBIT D

PROJECT BUDGET AND SCOPE OF WORK

[BEHIND THIS PAGE]

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