

MEETING DATE: **06.14.10**

AGENDA ITEM: **Final Draft Memorandum Of Understanding (MOU)
Between The Culver City Redevelopment Agency And
The Metropolitan Transit Authority (MTA) In Connection
With Use Of The MTA Right Of Way Adjacent To The
Washington National Transit Oriented Development
(TOD) Project.**

ATTACHMENTS

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MEMORANDUM OF UNDERSTANDING

AMONG

THE CITY OF CULVER CITY,

THE CULVER CITY REDEVELOPMENT AGENCY,

THE EXPOSITION METRO LINE CONSTRUCTION AUTHORITY

AND

**THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION
AUTHORITY**

CONCERNING THE EXPO VENICE/ROBERTSON STATION,

THE CONSTRUCTION OF CERTAIN PARKING FACILITIES,

AND THE CULVER CITY REDEVELOPMENT PROJECT

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is entered into by and among the Exposition Metro Line Construction Authority (“Authority”), the Los Angeles County Metropolitan Transportation Authority (“LACMTA”), the City of Culver City, a municipal corporation (“City”) and the Culver City Redevelopment Agency a public body, corporate and politic (“Agency”) (which parties are sometimes collectively referred to herein as the “Parties”).

WHEREAS, 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 (the “EXPO LRT Project”); and

WHEREAS, City is a municipal corporation created and empowered in accordance with its charter and the constitution of the State of California; and

WHEREAS, LACMTA is a public entity created by the California State Legislature pursuant to PUC sections 130050 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; and

WHEREAS, 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 (the “Redevelopment Project”) in which a portion of the EXPO LRT Project is to be located; and

WHEREAS, 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 Venice/Robertson station; and

WHEREAS, LACMTA took action specifically to eliminate from further consideration an at-grade Washington/National station, and the proposed EXPO LRT Project Venice/Robertson station and ancillary improvements are illustrated on Exhibit “A” attached hereto (the “EXPO Station”). The EXPO Station will be located within the LACMTA owned 150-foot wide right-of-way between Venice Boulevard and Washington Boulevard (the “LACMTA Parcel”); and

WHEREAS, the Agency is in the process of implementing the redevelopment of a portion of the Redevelopment Project known as the “Washington National Project” which abuts the EXPO Station. The Washington National Project is anticipated to be located within the Agency-owned property shown on Exhibit “B” attached hereto (the

“Triangle Property”), and certain other properties to be acquired by the Agency and a portion of the LACMTA Parcel. The proposed Washington National Project, and Agency’s proposed use of a portion of the LACMTA Parcel, as currently contemplated by the Agency, is depicted on the site plan attached hereto as Exhibit “C”; and

WHEREAS, the Agency desires to obtain an easement right to use a portion of the LACMTA Parcel to construct, operate and maintain a structured parking garage facility to serve the Washington National Project (the “Parking Garage”). The Parking Garage will require the Authority to provide additional support to the EXPO Station in order to accommodate a subterranean garage located in such close proximity to the EXPO Station’s foundations. The EXPO Station contemplated to be built by the Authority as of the date of this MOU is referred to herein as the “Current EXPO Station” and the EXPO Station with the additional supports to accommodate the Agency’s Parking Garage is referred to herein as the “Redesigned EXPO Station.” The term “EXPO Station” shall refer to the Venice/Robertson station actually constructed by the Authority i.e. either the Current EXPO Station or the Redesigned EXPO Station.

WHEREAS, LACMTA is willing to grant Agency an option for an easement over and under the northerly 91 feet of the LACMTA Parcel not to exceed in height a 5-story above grade parking garage as illustrated in Exhibit “D” attached hereto (the “Agency Parking Easement Area”) to construct, operate, maintain, repair and reconstruct the Parking Garage provided the Agency allows the Authority to use a portion of the Triangle Property for construction staging for construction of the EXPO Station; allows LACMTA to use the Triangle Property for temporary patron parking for the EXPO Station; and accepts such easement subject to the reservation of rights in favor of LACMTA for permanent parking in the Parking Garage. Further, to the extent the temporary parking is unavailable to LACMTA at any time prior to completion of the Parking Garage, Agency shall then be responsible for providing replacement temporary parking, all as specified herein.

WHEREAS, the Authority is willing to include in its construction of the EXPO Station the additional supports necessary to accommodate the Parking Garage; provided, however, all the design costs to design the Redesigned EXPO Station and all the construction costs to construct the added support and related facilities for the Redesigned EXPO Station is paid for in full by the Agency and such work does not delay or create additional costs for the EXPO LRT Project.

WHEREAS, the Parties desire to enter into this MOU to develop and accommodate their mutual needs for parking and related facilities and understandings in connection with the construction and operation of the EXPO Station and the development of the Washington National Project.

NOW, THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, City, Agency, Authority and LACMTA hereby enter into this MOU as follows:

I. PURPOSE AND INTENT

A. The purpose and intent of this MOU is to provide in accordance with the provisions of this MOU for the establishment of (i) a recordable option agreement upon terms and conditions mutually agreed upon by LACMTA and Agency (the “Option Agreement”) providing for the conveyance to the Agency of a surface (including air rights to a height not to exceed a 5-story above grade parking garage) and subterranean easement to construct, operate, maintain, repair and reconstruct the Parking Garage within the Agency Parking Easement Area (the “Agency Parking Easement”), which Agency Parking Easement will reserve to LACMTA certain permanent parking rights within the Agency Parking Easement Area and the Parking Garage; (ii) the reimbursement by Agency of certain costs to be incurred by LACMTA and/or Authority for design and construction of the Redesigned EXPO Station; (iii) Agency’s construction of an isolation wall described in Section V hereof; (iv) a license agreement providing for the conveyance to LACMTA of certain temporary parking rights within the Triangle Property and/or the Agency Parking Easement and the provision of certain replacement spaces, all as described in Section VI below; (v) cost allocations for the permanent parking spaces in the Parking Garage; (vi) a license agreement to the Authority conveying certain rights to use a portion of the Triangle Property as a construction staging area for the EXPO Station; and (vii) other matters related to the implementation of the EXPO Station and the Washington National Project in the mutual best interests of the Parties.

B. The Parties intend that the planning, development and construction of the EXPO Station and the Washington National Project set forth in this MOU will be a cooperative, mutual endeavor in which the Parties actively participate and work together, in good faith and with due diligence. A general timeline for execution of each project is set forth in Exhibit “E”.

II. AGENCY PARKING EASEMENT OPTION

LACMTA agrees to enter into the Option Agreement, consistent with the terms of this MOU, with Agency providing Agency with a binding option to acquire the Agency Parking Easement on the following terms and conditions:

- A. The Option Agreement shall provide that during the option period, LACMTA shall not construct buildings or structures on the surface of the Agency Parking Easement Area, except as approved in writing by Agency; provided, however, nothing shall prohibit LACMTA from using the surface of the Agency Parking Easement Area for surface parking prior to the exercise of the Option.
- B. The Option Agreement shall have a term of twenty (20) years. If the Agency fails to exercise the option within such twenty (20) year period, the Option Agreement shall expire and be of no further force or effect, and LACMTA shall, upon and after such expiration, no longer be obligated to convey the Agency Parking Easement to the Agency and Agency will

deliver to LACMTA a fully executed and acknowledged Quitclaim Deed in recordable form quitclaiming all its interest to the LACMTA Parcel.

- C. The Agency shall be required to satisfy the following conditions precedent to its exercise of the option contained in the Option Agreement:
 - 1. The Agency shall have completed construction drawings for the Parking Garage and related ancillary uses to serve the Washington National Project and the EXPO Station to be constructed by Agency within the Agency Parking Easement Area, and such drawings shall be approved by any governmental agency having jurisdiction thereover and by the Authority and/or LACMTA pursuant to Section III.B below;
 - 2. The Agency shall have obtained all permits and approvals required by any governmental agency having jurisdiction thereover for construction of the Parking Garage and shall have complied 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
 - 3. The Agency shall have provided LACMTA with reasonably satisfactory evidence that the Agency 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 of the Parking Garage.
- D. No payment of any amount or any other consideration shall be required of the Agency for the Option Agreement or the conveyance of the Agency Parking Easement other than the following payments and consideration to be provided by the Agency: (i) the performance by the Agency of its obligations under this MOU to make the reimbursement payments to the Authority or LACMTA required by Section IV below; (ii) the construction of the Isolation Wall as set forth in Section V below; (iii) the provision of the Temporary Spaces, the Ince Replacement Spaces, if applicable, and the EXPO Spaces as set forth in Section VI below; and (iv) the provision of the Staging Area as set forth in Section VII below.
- E. The Agency shall have the right to terminate the Option Agreement at any time, in which case the Agency shall (i) pay all unpaid costs to LACMTA and (ii) no longer have any duty to provide the Temporary Spaces, the Ince Replacement Spaces or EXPO Spaces to LACMTA as set forth below; and LACMTA shall no longer be obligated to convey the Agency Parking Easement to the Agency and Agency will deliver to LACMTA a fully executed and acknowledged Quitclaim Deed in recordable form quitclaiming all its interest to the LACMTA Parcel.

- F. Prior to entering into this MOU, the Agency has satisfied itself that title to the Agency Parking Easement Area is at this time 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 Title Report, Order Number 910065529-X49 dated April 29, 2009 (the "Approved Title Condition") (which Preliminary Title Report is attached hereto as Exhibit "J"). LACMTA and Authority each agree that on and after their execution of this MOU, neither shall take any action that will adversely affect the Approved Title Condition. Further, if the Agency exercises the option, LACMTA shall deliver the Agency Parking Easement Area with title in the Approved Title Condition or as may otherwise first be approved in writing by Agency.

III. AGENCY PARKING EASEMENT

A. In the event the Agency timely exercises its option rights in accordance with the terms and conditions contained in the Option Agreement and Agency has met all of its obligations under this MOU, including without limitation, Sections II, IV, V, VI and VII of this MOU, LACMTA shall, subject to LACMTA's reserved parking rights, grant to the Agency the Agency Parking Easement. The Agency Parking Easement will have a term that will continue unless terminated in accordance with its own terms and conditions. The Agency Parking Easement will permit the use of the Agency Parking Easement Area for (i) parking purposes as described herein; (ii) no more than 20,000 sq. ft. of commercial use incidental to the operation of a parking garage with no more than 5,000 sq. ft. (of said 20,000 sq. ft.) located in the subterranean portion of the Agency Parking Easement Area; and (iii) a non-commercial transit plaza area for transit related purposes, an illustrative plan of which is attached hereto as Exhibit "K"; provided, however, since the transit plaza is still not well defined in Exhibit "K", 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.

Such commercial use may include off-site signage; provided however, that such off-site signage use shall be upon the terms that the parties have negotiated in good faith and have mutually agreed to a revenue sharing arrangement.

B. The construction and development of the Parking Garage 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 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 is designed and will be constructed within the Agency Parking 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 Agency Parking Easement Area; provided, however, Agency shall provide a linkage, subject to Authority and LACMTA prior approval, between the bicycle racks and lockers and the permanent clean mobility center facilities to be 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. 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 and provided LACMTA has had at least 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 "F". 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 Agency. Any disapproval of plans shall be accompanied by a written statement delivered to Agency within said 30 day period specifying detailed reasons for any such disapproval.

C. The Agency 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. After completion of construction, LACMTA shall reimburse Agency for its pro rata share of the costs and expenses to operate, maintain and repair the EXPO Spaces; provided, however, such cost and expense reimbursement amount does not exceed the amount LACMTA and/or Authority would have incurred to operate and maintain a surface lot to service the EXPO Station as contemplated by Authority prior to the date of execution of this MOU. Specifically, LACMTA would not have incurred any costs for insurance, property tax, including, without limitation, possessory interest tax, parking attendants or any finance costs associated with construction or operation of the Parking Garage; therefore such costs are not eligible for reimbursement by LACMTA as an operation and maintenance expense. The Agency Parking Easement shall include provision for construction, staging and storage rights on the surface as well as subterranean levels of the Agency Parking Easement Area as reasonably requested by Agency; provided, however, such use meets the plan review criteria set forth in Section III.B above and does not interfere with the operation of the EXPO Station or the EXPO LRT Project.

D. The Agency Parking Easement shall also include provision for non-exclusive use by both LACMTA and Agency and their patrons and employees of the surface of the Agency Parking Easement Area not occupied by the Parking Garage for vehicular and pedestrian access to and egress from the Parking Garage; provided, however, such use meets the plan review criteria set forth in Section III.B above and does not interfere with the operation of the EXPO Station or the EXPO LRT Project.

E. The Agency shall have the right from time to time to assign in whole or in part any or all of its rights under the Option Agreement and/or the Agency Parking Easement to any public and/or private persons or entities as deemed by the Agency to be necessary or desirable in order to implement the Redevelopment Project, provided however that the Agency receives LACMTA's prior written approval which approval shall be provided using reasonable commercial standards, such as credit worthiness and experience in the field.

IV. AGENCY REIMBURSEMENT OF COSTS

A. Agency has agreed to and shall reimburse the Authority for the actual and reasonable design costs incurred and paid for by Authority to redesign the Current EXPO Station to accommodate the Parking Garage. The Authority has requested that its contractor provide a design for the Redesigned EXPO Station at the Agency's sole cost and expense. Such design costs have been established by the parties as an amount not to exceed \$275,000, which includes a 10% contingency subject to prior written approval of Agency Executive Director. As of the date hereof, Agency has paid \$83,333 towards such design costs. Notwithstanding any rights of Agency to terminate below, Agency shall remain responsible for all design costs incurred by the Authority in connection with the Redesigned EXPO Station.

B. Except as provided in subparagraph IVA hereof, the Agency shall have no obligation to make or provide payment or funding for any cost of construction of the Redesigned EXPO Station unless and until this MOU is fully executed by all the parties.

C. By executing this MOU, the Agency agrees to pay for the first \$350,000 of construction costs associated with the Redesigned EXPO Station in accordance with Section IVG below. Such \$350,000 shall be applied toward the actual costs for the extra structural steel needed to provide the additional support to the Current EXPO Station.

D. Upon completion of the design of the Redesigned EXPO Station, the Authority's contractor shall provide a cost estimate to construct the Redesigned EXPO Station. The Authority shall provide such cost estimate to the Agency together with the amount by which the estimated cost to construct the Redesigned EXPO Station exceeds the estimated cost to construct the Current EXPO Station (the "Excess Costs"). If the total Excess Costs is equal to \$2.8 million or more (which \$2.8 million includes the \$350,000 already provided by the Agency in IVC above but not the \$275,000 design costs described in subparagraph IVA herein), Agency shall have the right either (i) to terminate this MOU; or (ii) to elect to pay the Excess Costs.

E. If the Authority does not receive Agency's election to terminate this MOU within thirty (30) days of Agency's receipt of the Excess Costs, then Agency shall be deemed to have elected to pay the Excess Costs or if the Excess Costs is less than \$2.8 million (which \$2.8 million includes the \$350,000 already provided by the Agency in IVC above), the Authority shall proceed with a change order for the construction of the Redesigned EXPO Station and the Agency shall have no further rights to terminate this

MOU and Agency shall be committed to pay for the balance of such Excess Costs in accordance with Section IVG below.

F. If Agency elects to terminate this MOU as provided in Section IV.D above, and in the event neither LACMTA nor the Authority elect to pay for the Excess Costs: (i) this MOU shall be null and void and of no further effect; (ii) Agency shall have no obligation to pay for construction costs associated with the Redesigned EXPO Station, except for the \$350,000 for the structural steel and up to \$250,000 for the design costs associated with the Redesigned EXPO Station; (iii) LACMTA shall have no obligation to enter into the Option Agreement; and (iv) Agency shall have no obligation to enter into the License Agreement.

G. The Agency reimbursement of the construction costs for the Redesigned EXPO Station shall be funded by the Agency as follows: Agency and Authority shall enter into a Funding Agreement consistent with the provisions of this MOU which shall require Agency to deposit into an interest bearing account (i) the sum of \$350,000 no later than the time required to pay the Authority's contractor for Agency's share of the structural steel costs, and (ii) the remaining balance of the Excess Costs on or before the execution and recordation of the Option Agreement, and commencement of construction. Authority shall have the right to draw funds from such account on a progress payment basis, subject to approval of reasonable documentation therefor by Agency, to pay for the construction of the Redesigned EXPO Station. All interest earned on the account shall be paid to Agency as and when earned.

H. Change orders to construct the Redesigned EXPO Station will be handled as follows:

1. A change order initiated by Authority shall be subject to the reasonable approval of the Agency if a reasonable relationship exists between the proposed change order and the Agency's reimbursement obligations. The Agency will not unreasonably withhold such approval. Authority agrees to consult with the Agency on all change orders related to the Redesigned EXPO Station that impact the work being paid for by Agency to provide Agency with advance notice of a proposed change order to the extent feasible. Agency will have the right to have a representative attend all meetings with the contractor regarding such portion of the Redesigned EXPO Station construction and any such proposed change orders.

2. If a change order is required due to changed conditions for the Redesigned EXPO Station, the associated costs cause an increase in Excess Costs, and such increase is approved by Agency pursuant to the immediately preceding subparagraph, then Agency will request the Agency Board to approve such increased costs. If no additional funds are available or authorized, Agency will reimburse Authority for any construction costs incurred to date for the Redesigned EXPO Station, Authority may terminate such construction work and Agency shall pay any termination costs associated with terminating such construction work.

3. If a change order is initiated at Agency's request, so long as there is no impact on Authority's schedule, Authority will consider the change and if approved by Authority, will require Agency to pay for the change in advance.

V. CONSTRUCTION OF ISOLATION WALL

A. At no cost to LACMTA or Authority and consistent with plans mutually approved therefor by the parties, Agency 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 Agency Parking 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 Section IIIB. The review and approval of the Isolation Wall plans shall conform to the process set forth in Section IIIB.

B. The Isolation wall shall be constructed and in place before Agency commences any excavation work for the Parking Garage or 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.

VI. LACMTA PARKING RIGHTS

A. Concurrent with the execution of the Option Agreement, the Agency shall enter into a license agreement with the Authority and LACMTA providing the Authority with the binding right to construct 600 temporary surface parking spaces (the "Temporary Spaces") within the Triangle Property (the "License Agreement") and for LACMTA to use, operate, maintain and repair the Temporary Spaces. The License Agreement shall grant the Authority rights to commence the improvement of the Temporary Spaces no sooner than the occurrence of both of the following events: (i) the expiration or termination of the Authority Construction Staging License referred to in Section VII; and (ii) thirty (30) days after delivery to Agency of a written notice from the Authority that the Authority desires to proceed with such Temporary Spaces' improvements. The Authority and/or LACMTA may commence to use the Temporary Spaces when the improvements are completed. The License Agreement for the Temporary Spaces on the Triangle Property shall be provided to the Authority and LACMTA by Agency at no cost, provided, however that the Authority shall be responsible at its own cost and expense to improve the Temporary Spaces to meet applicable City paving and lighting requirements for a temporary facility with a useful life of 5 years and generally as shown on that certain Temporary Parking Plan, as annotated, attached hereto as Exhibit "G", and after the Authority and/or LACMTA commences use of the Temporary Spaces, the

Authority and/or LACMTA shall be responsible for the costs to operate, repair and maintain the Temporary Spaces. If Agency desires to use all or a portion of the Temporary Spaces prior to the date revenue operation of EXPO Phase 1 begins, such shared use may be allowed upon terms and conditions mutually agreed to by the Parties, including, without limitation, Agency's responsibility to share in the cost to operate, repair and maintain the Temporary Spaces during Agency's interim use.

B. LACMTA shall vacate the Temporary Spaces and shall no longer be entitled to use the Triangle Property upon the occurrence of any of the following: (i) no later than thirty (30) days prior to the date (the "Need Date") the Agency either (a) is required to lease or convey the Triangle Property to a third party for redevelopment purposes or (b) finds it necessary or desirable to occupy the Triangle Property to further the implementation of the Washington National Project; provided, however, LACMTA shall have no obligation to vacate under this section unless LACMTA has first received the rights to use the Replacement Parking and LACMTA has received at least thirty (30) days prior written notice of the Need Date; (ii) concurrently with the termination by Agency or the expiration of the Option Agreement and/or Agency Parking Easement and/or pursuant to the terms of such documents; provided LACMTA has had at least sixty (60) days notice of the termination/expiration date; or (iii) completion of the Parking Garage and the EXPO Spaces, as defined in VIC below, are made available to LACMTA for its use. For purposes of this MOU, "Ince Replacement Spaces" shall mean no less than two hundred thirty-five (235) parking spaces made available to LACMTA at no cost in the Ince Boulevard Public Parking Garage at 9099 Ince Boulevard in Culver City.

C. Upon completion of the Parking Garage by Agency, LACMTA shall be provided by Agency 600 parking spaces to serve the EXPO Station at a location within the Agency Parking Easement Area to be reasonably agreed upon by the Parties and including rights of ingress to and egress from the Parking Garage (the "EXPO Spaces"), which parking spaces will be reserved by LACMTA in the document granting the Agency Parking Easement. The allocation of costs for the EXPO Spaces is set forth in Section IIIC above. The Parties shall enter into a reciprocal easement agreement providing for the operation and maintenance of the Parking Garage by the Agency and the joint use of the Parking Garage and the Washington National Project by LACMTA and the Agency and its successors in a manner consistent with this MOU and the Agency Parking Easement.

D. Upon the EXPO Phase 2 Completion Date, LACMTA's rights to 600 Temporary Spaces and/or 600 EXPO Spaces shall be reduced to 300 Temporary Spaces and/or 300 EXPO Spaces, respectively. The EXPO Phase 2 Completion Date shall be 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. Prior to the EXPO Phase 2 Completion Date, LACMTA shall perform a parking survey during the third year of service of EXPO Phase 1. Based on the parking survey, LACMTA may, at its sole discretion, reduce the 600 Temporary Spaces or 600 EXPO Spaces needed until the EXPO Phase 2 Completion Date. Upon the EXPO Phase 2 Completion Date, Agency remains obligated to provide LACMTA with the 300 permanent parking spaces regardless of what adjustments LACMTA might make on an interim basis.

Deleted: Upon the date commencement of revenue operations begins of the Phase 2 LRT EXPO Project from Venice/Robertson to the terminus, presently contemplated at 4th and Colorado in the City of Santa Monica, provided that such terminus will be deemed to mean wherever such Phase 2 actually terminates (the "EXPO Phase 2 Completion Date"), LACMTA's rights to 600 Temporary Spaces and/or 600 EXPO Spaces shall be reduced to 300 Temporary Spaces and/or 300 EXPO Spaces, respectively.

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In addition, in the event the planned Phase 2 of the Washington National Project is completed prior to the EXPO Phase 2 Completion Date and the Parking Garage is completed, then LACMTA's rights to the 600 EXPO Spaces in the Agency Parking Easement Area may be reduced to 300 EXPO Spaces in the Agency Parking Easement Area, so long as Agency also provides an additional 300 Ince Replacement Spaces to LACMTA until the EXPO Phase 2 Completion Date.

VII. AUTHORITY CONSTRUCTION STAGING LICENSE

Concurrently with the execution and recordation of the Option Agreement, the Agency shall provide the Authority with a license to establish, operate, and maintain a construction staging area for the Phase 1 LRT EXPO Project (the "Authority Construction Staging License") within that portion of the Triangle Property shown on Exhibit "H" (the "Staging Area").

VIII. COOPERATION

A. The Parties agree to implement the EXPO Station and the Washington National Project within their respective jurisdictions in a harmonious way, including without limitation:

1. Upon the execution of this MOU the parties shall diligently negotiate and prepare for execution by the parties all definitive documents contemplated herein so as to effectuate the purposes of this MOU.

2. Agency agrees to consult with LACMTA and carefully consider any recommendations and objections raised by LACMTA regarding the Agency's proposed selection of the Washington National Project developer and the Agency's proposed approval of financing and assurances to be provided by the developer to ensure construction of the Washington National Project.

3. LACMTA and Authority agree to cooperate with Agency and City to facilitate the availability of state and/or federal funds to enable Agency to perform its payment obligations hereunder; 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

B. Provided Agency has exercised the option contained in the Option 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:

1. LACMTA shall vacate the surface of the Agency Parking Easement Area consistent with LACMTA's vacation of the Triangle Property as described in Section VIB(i) above.

2. 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 to the extent not provided by Agency pursuant to Section VI above, in a manner consistent with LACMTA's system-wide maintenance and landscaping standards.

3. LACMTA agrees not to maintain or permit any use of the LACMTA ROW 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 "I".

4. It is intended by the parties that the shared EXPO LRT and Washington National Projects' parking may include the potential development of podium parking. In addition, LACMTA shall not unreasonably withhold and will reasonably consider proposals made by the Agency to share the Temporary Parking and EXPO Spaces with the Agency and the owner of the Washington National Project at non-peak hours.

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

IX. RESIDENTIAL LEASE AND COMMERCIAL USE OVER 20,000 SQ. FT.

The Agency Parking Easement does not permit any residential uses or commercial uses over 20,000 sq. ft. If Agency desires to use a portion of the Agency Parking Easement Area for residential purposes and/or commercial uses which exceed 20,000 sq. ft., then at the request of Agency, LACMTA shall, subject to CEQA compliance, lease a portion of the Agency Parking Easement Area to Agency for residential purposes and/or commercial uses over 20,000 sq. ft. on a lease form subject to the reasonable approval of LACMTA and Agency 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 this MOU by the City and Redevelopment Agency at the sole cost and expense of the Agency (including without limitation Agency construction of the transit plaza and associated linkages, Agency provision of temporary and permanent LACMTA parking; Agency provision of the Expo construction staging area, the development of commercial facilities to serve the train users and others, the construction of a Transit Oriented Development), the rent to be charged the Agency therefor shall be nominal.

Deleted:

X. NO RELOCATION BENEFITS

LACMTA and Authority acknowledge and agree that they shall not be entitled to any relocation benefits or payments arising out of their vacation of any temporary or permanent parking spaces within the Washington National Project. LACMTA and Authority knowingly, voluntarily and intelligently waive any such benefits or payments.

XI. EMINENT DOMAIN

LACMTA and Authority agree that until the expiration of the effectiveness of the redevelopment plan for the Redevelopment Project, each waives any power of eminent domain it might have to acquire from the other party all or any portion of the Agency Parking Easement and any improvements, buildings, structures or items pertaining to the realty that might from time to time exist within the Agency Parking Easement, and each acknowledges for such period of time that the acquisition and use of the Agency Parking Easement by the Agency is the most necessary public use for such property.

XII. MOU SUBJECT TO DEFINITIVE AGREEMENTS

A. This MOU shall be implemented pursuant to the terms of definitive agreements to be negotiated and entered into by and among the Parties consistent with this MOU to implement the terms and conditions of this MOU.

B. Each party hereto agrees, however, 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 necessary to implement the purpose and intent of this MOU.

C. The City is a party to this MOU solely for the purpose of utilizing the good offices of the City to accomplish the purpose and intent of this MOU and to provide the good faith cooperation of the City in that regard. There shall be no liability or obligation of the City under this MOU to make any payment nor to enter into any other agreement.

XIII. GENERAL PROVISIONS

A. Notices. All notices under this MOU 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

To Exposition Metro Line Construction 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 (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 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. City, Agency, LACMTA or Authority 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 MOU, but each alternate procedure shall be described in a writing and signed by LACMTA, Authority, Agency and City.

B. Continuing Documents. Nothing in this MOU shall be deemed to amend or modify in any manner any documents in effect on the date of this MOU with respect to the subject matter herein or otherwise, all of which shall remain in full force and effect. This MOU supersedes all prior oral discussions between the Parties with respect to the subject matter of this MOU.

C. Modification. This MOU 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 MOU 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 MOU 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 MOU 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 MOU was jointly prepared and shall therefore not be construed for or against the Agency, the City, the LACMTA or the Authority.

G. Successors and Assigns. This MOU shall be binding on and shall inure to the benefit of the Agency, City, LACMTA and the Authority and their respective legal representatives, successors and assigns.

H. Governing Law. This MOU 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 MOU. This MOU shall be effective on the date that it has been duly executed by authorized representatives of each of the Parties. The date of this MOU shall be the date when the MOU shall have been executed by the last party to sign this MOU.

J. Indemnification. Each of the Parties agrees to defend, indemnify, protect, and hold each of the other Parties and all of their 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 indemnifying party's performance of this MOU or any agreement entered into to implement this MOU, 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 each Party, its officers, agents, or employees.

K. Termination of this MOU. If the Agency terminates this MOU pursuant to Section IVD above, this MOU shall automatically terminate subject to certain rights of the parties upon termination of this MOU. Upon termination of this MOU, the Authority and LACMTA shall have the right to use the LACMTA Parcel in their sole and absolute discretion; and the City and the Agency shall have no further rights to the LACMTA Parcel and shall quitclaim all rights in the LACMTA Parcel to LACMTA. Further, upon termination of this MOU, 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 and shall quitclaim all rights in the Triangle Property to the Agency/City.

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

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

ATTACHMENT 1

By: _____ Date _____
 Roger Moliere
 Chief, Real Property Management and Development

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By: _____
Deputy

CITY OF CULVER CITY

By: _____
Christopher Armenta Date _____
 Mayor

Deleted: Andrew Weissman

APPROVED AS TO FORM:

By: _____
Carol A. Schwab
City Attorney

THE CULVER CITY REDEVELOPMENT AGENCY

By: _____ Date _____
Micheál O'Leary
Chair

APPROVED AS TO FORM:

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

THE EXPOSITION METRO LINE CONSTRUCTION AUTHORITY

By: _____
Richard Thorpe Date
Chief Executive Officer

EXHIBIT LIST

Exhibit “A” - EXPO Station [\(page 1\)](#)
Exhibit “B” – Triangle Property [\(page 1\)](#)
Exhibit “C” – Washington National Project Site Plan [\(page 2\)](#)
Exhibit “D” – Agency Parking Easement Area [\(page 2\)](#)
Exhibit “E” – Projects timeline [\(page 3\)](#)
Exhibit “F” – Plan Review Procedure [\(page 6\)](#)
Exhibit “G” – Temporary Parking Plan [\(page 9\)](#)
Exhibit “H” – Staging Area on Triangle Property [\(page 11\)](#)
Exhibit “I” – Permitted Paratransit Shuttle Service Area [\(page 12\)](#)
Exhibit “J” – Preliminary Title Report [\(page 5\)](#)
Exhibit “K” – Illustration of Transit Plaza Use [\(page 5\)](#)

EXHIBIT F

The following provisions shall govern LACMTA and Authority approval plans and specifications submitted by Agency pursuant to the MOU and/or any document entered into pursuant to the MOU. All references to "Metro" in this Exhibit shall mean LACMTA and/or Authority, as applicable.

Deemed Approval of Plans and Specifications. This Exhibit "F" shall be applicable only to plans and specifications for improvements submitted by Agency 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 "F" shall not be applicable to Metro's approval of any 30% Drawings or to any Plans and Specifications submitted other than in accordance with the MOU and this Exhibit "F". 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 (delivered after expiration of the applicable thirty (30) day or the twenty (20) day period noted in the MOU), 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 F OF THE MOU WITH THE AGENCY; and

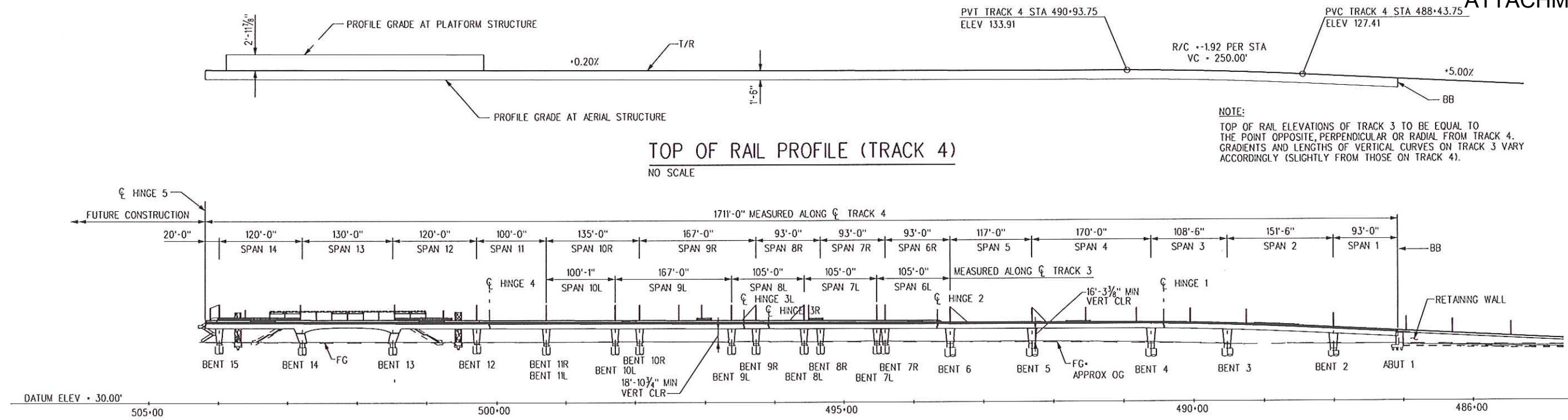
(2) At the time the subject plans and specifications are submitted to Metro, Agency provides Metro with a written notice requesting approval of such Plans and Specifications and sets forth in such written notice one or the other of the following provisions (as applicable), in large type and in bold print:

(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 F OF THE MOU WITH THE AGENCY”

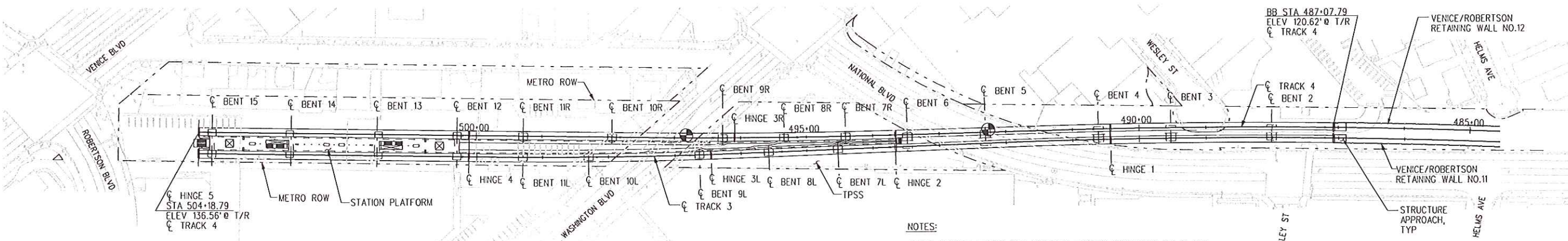
(b) If such submittal is a re-submittal of plans and specifications at a particular level of Design Development due solely to either a previous Metro disapproval of plans and specifications at that level of Design Development or a previous Metro request for changes to plans and specifications at that 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 F OF THE MOU WITH THE AGENCY”



DEVELOPED ELEVATION

1"=80'



PLAN

1"=80'

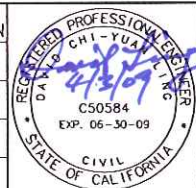
NOTES:

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

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

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

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

CONTRACT NO
1-06
DRAWING NO
S-10-001
SCALE
AS NOTED
SHEET NO
23

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

EXHIBIT "A"
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

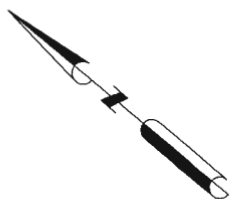
EXHIBIT "A-1"

ATTACHMENT 1

SHEET 1 OF 2

PLAT TO ACCOMPANY DESCRIPTION
CITY OF CULVER CITY

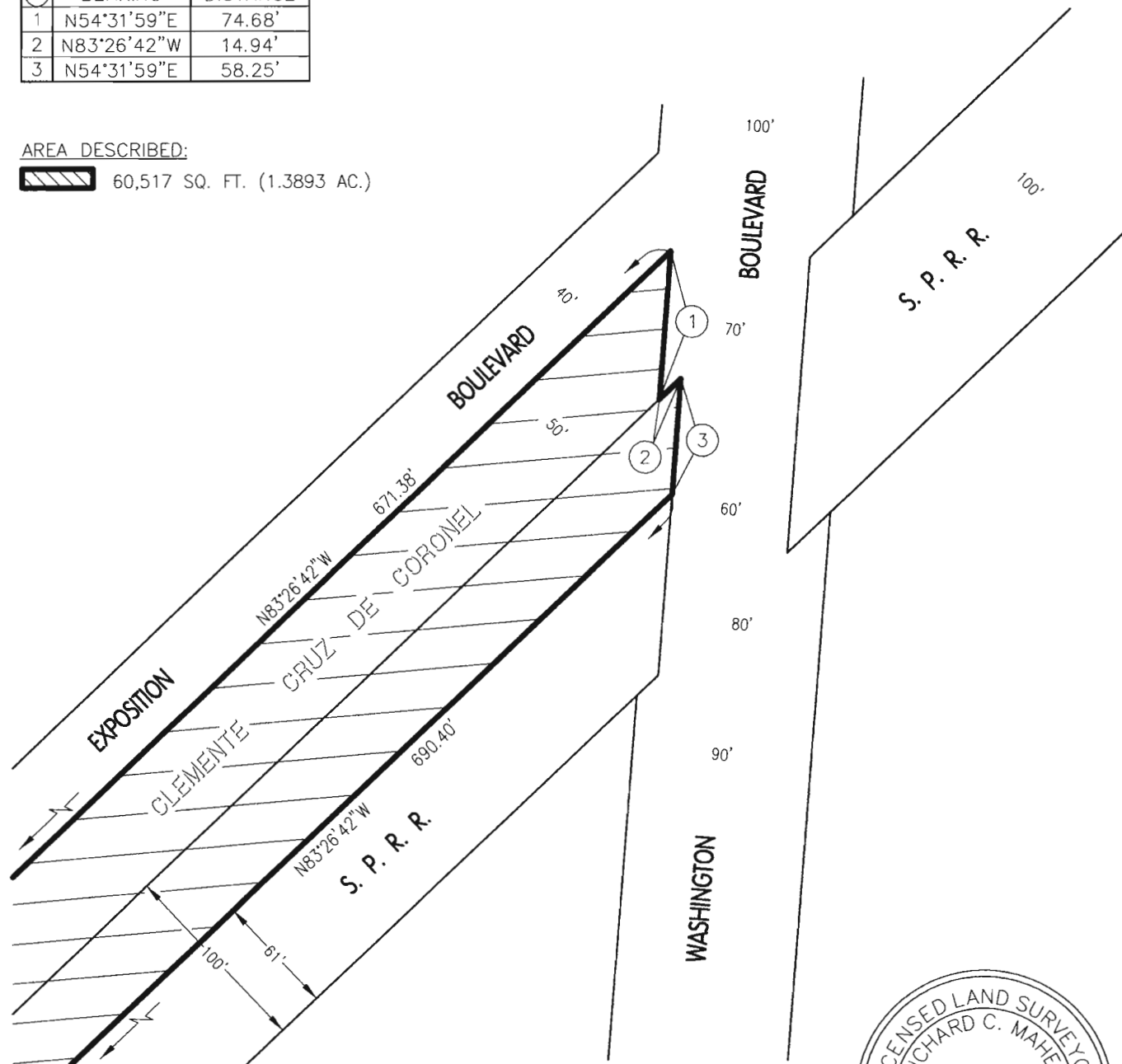
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LINE DATA TABLE		
	BEARING	DISTANCE
1	N54°31'59"E	74.68'
2	N83°26'42"W	14.94'
3	N54°31'59"E	58.25'

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

25

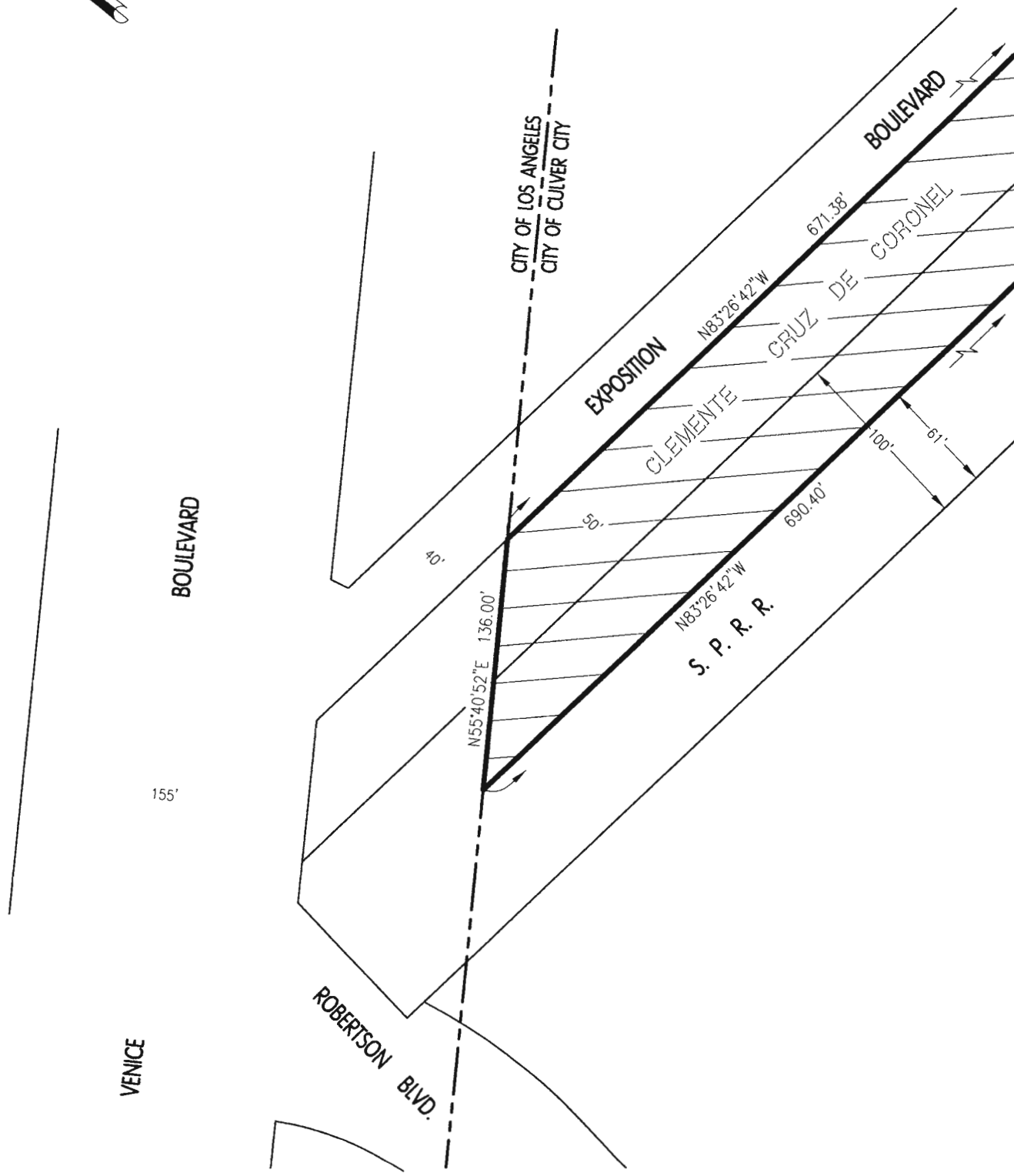
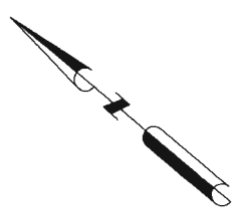
A.P.N. 4312-031-900

EXHIBIT "A-1" ATTACHMENT 1

SHEET 2 OF 2

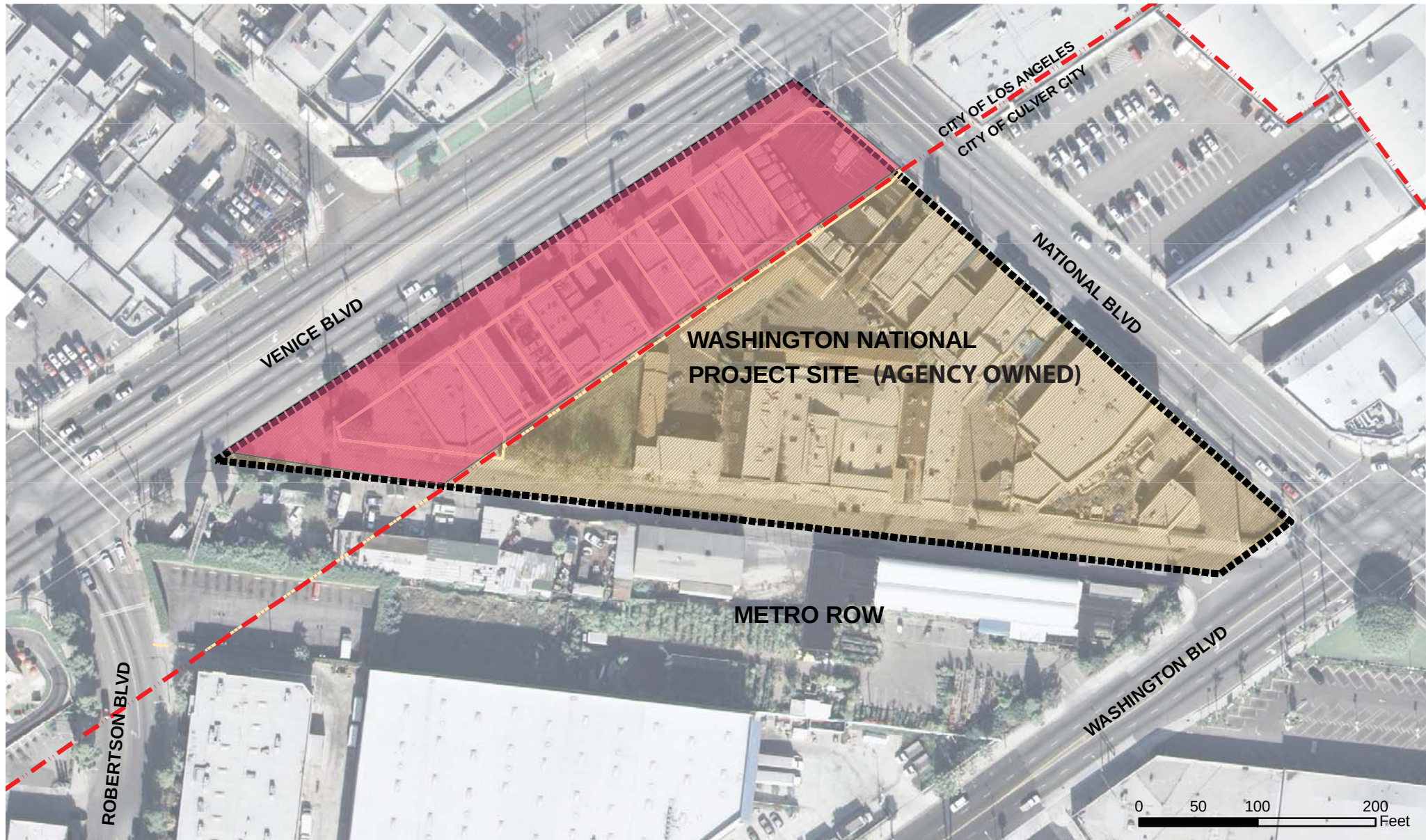
PLAT TO ACCOMPANY DESCRIPTION
CITY OF CULVER CITY

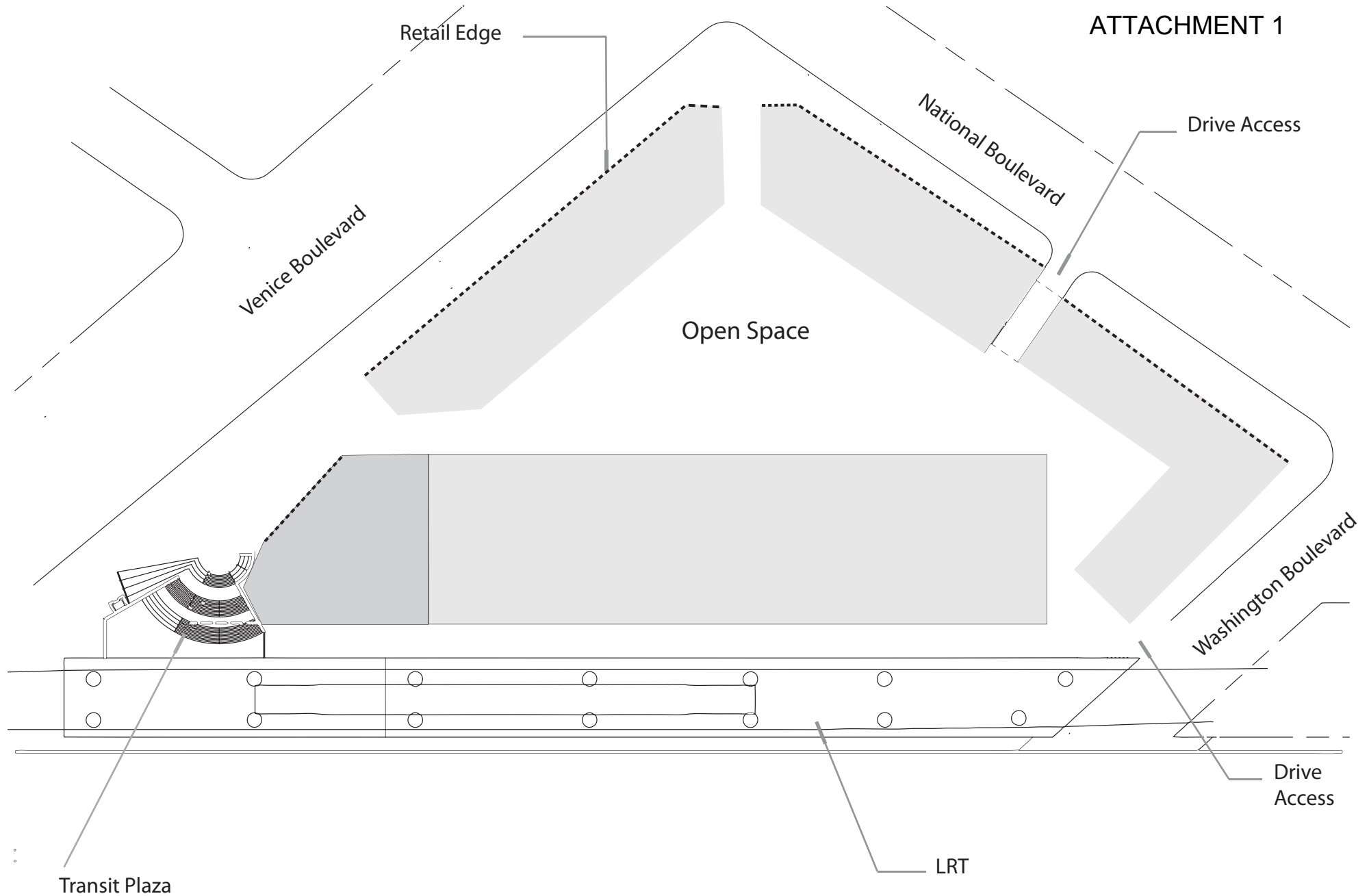
40' 80'
SCALE: 1"=80'



KDM Meridian

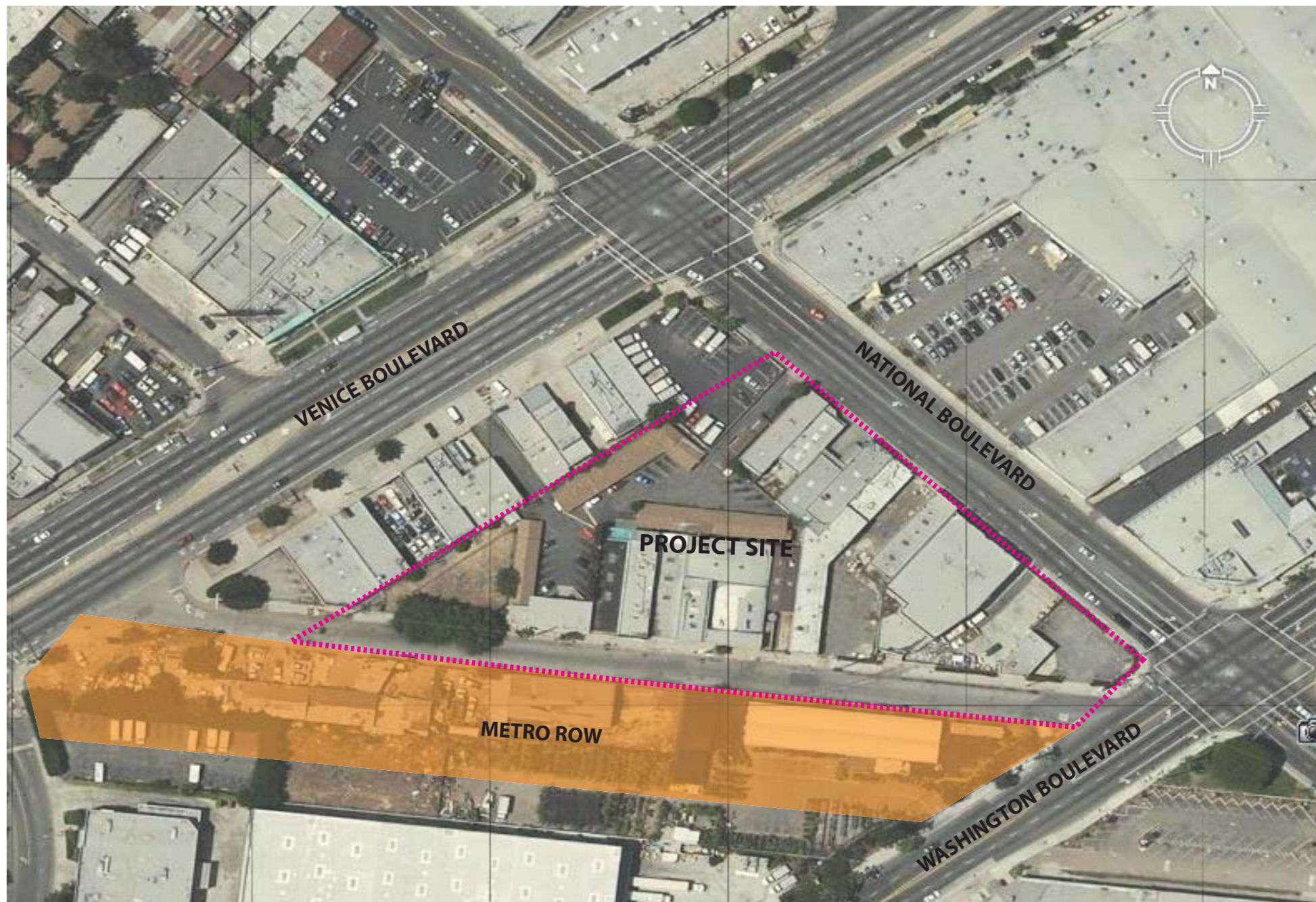
22541 Aspan St., Ste C
Lake Forest, CA 92630
Phone: 949-768-0731
Fax: 949-768-3731





CONCEPT SITE PLAN





AGENCY PARKING EASEMENT AREA



Draft Washington/National Transit Oriented Development Timeline

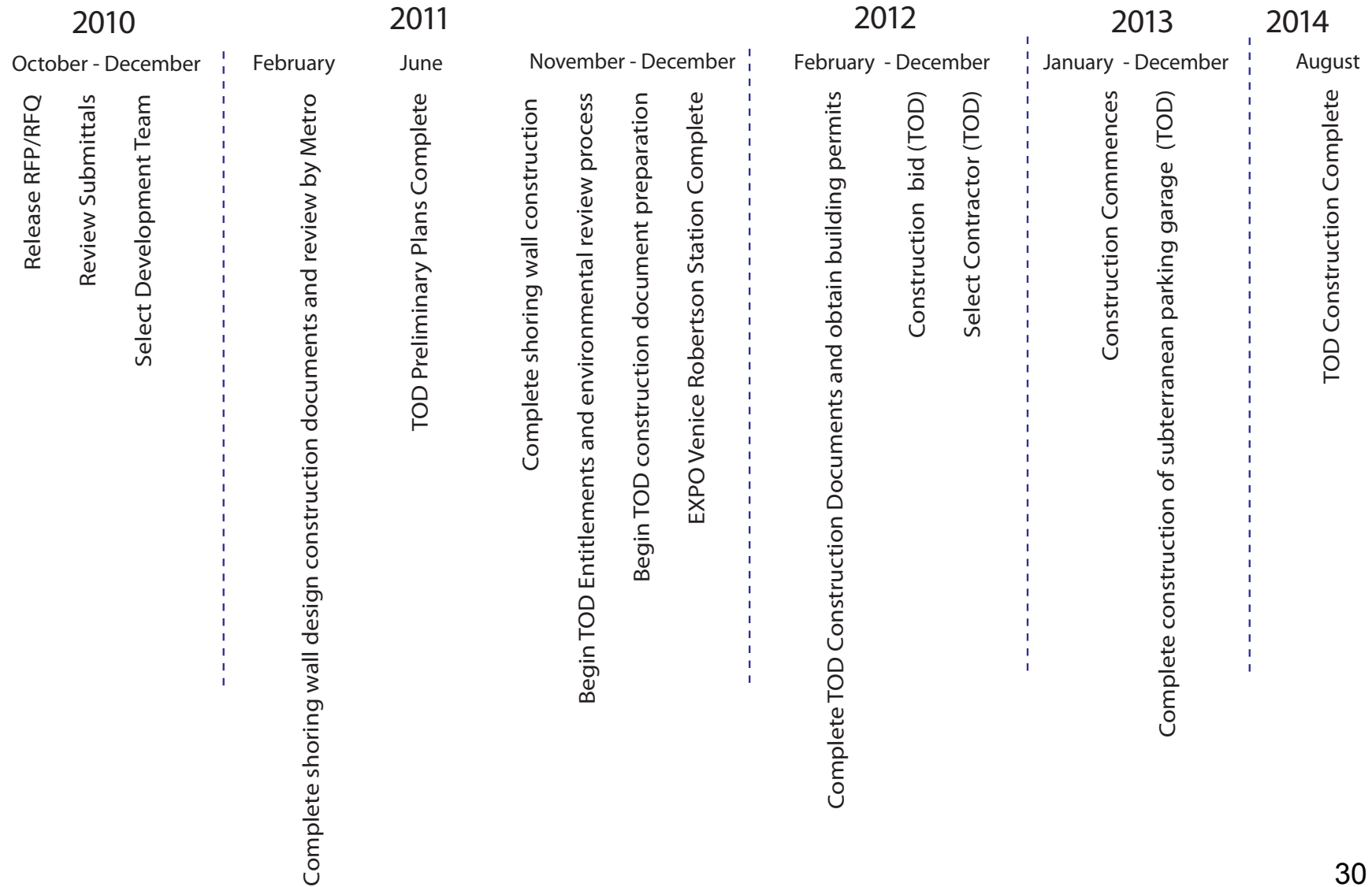


EXHIBIT F

The following provisions shall govern LACMTA and Authority approval plans and specifications submitted by Agency pursuant to the MOU and/or any document entered into pursuant to the MOU. All references to “Metro” in this Exhibit shall mean LACMTA and/or Authority, as applicable.

Deemed Approval of Plans and Specifications. This Exhibit “F” shall be applicable only to plans and specifications for improvements submitted by Agency 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 “F” shall not be applicable to Metro’s approval of any 30% Drawings or to any Plans and Specifications submitted other than in accordance with the MOU and this Exhibit “F”. 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 (delivered after expiration of the applicable thirty (30) day or the twenty (20) day period noted in the MOU), 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 F OF THE MOU WITH THE AGENCY; and

(2) At the time the subject plans and specifications are submitted to Metro, Agency 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:

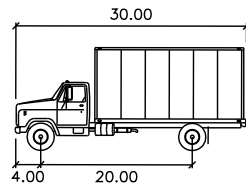
(a) If such submittal is the initial submittal of plans and specifications at a particular level of Design Development or is a submittal of plans and specifications at a particular Level of Design Development for any reason other than as set forth in the following subsection (b), below, then the following 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

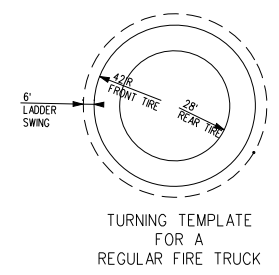
APPROVAL OF THE SAME PURSUANT TO EXHIBIT F OF THE MOU
WITH THE AGENCY”

(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 F OF THE MOU
WITH THE AGENCY”

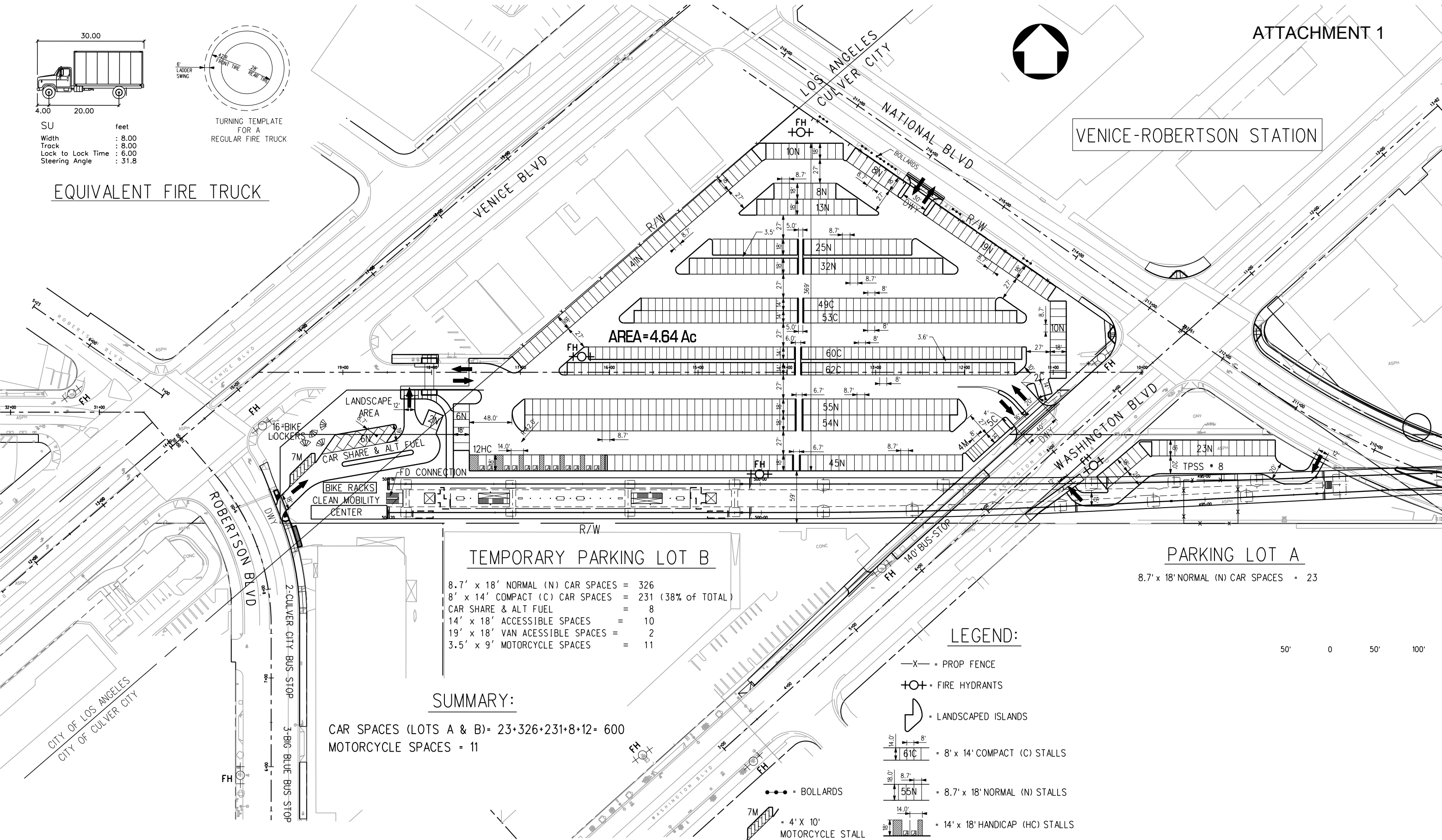


SU feet
Width : 8.00
Track : 8.00
Lock to Lock Time : 6.00
Steering Angle : 31.8



TURNING TEMPLATE
FOR A
REGULAR FIRE TRUCK

EQUIVALENT FIRE TRUCK



TEMPORARY PARKING LOT B

8.7' x 18' NORMAL (N) CAR SPACES	= 326
8' x 14' COMPACT (C) CAR SPACES	= 231 (38% of TOTAL)
CAR SHARE & ALT FUEL	= 8
14' x 18' ACCESSIBLE SPACES	= 10
19' x 18' VAN ACCESSIBLE SPACES	= 2
3.5' x 9' MOTORCYCLE SPACES	= 11

SUMMARY:

CAR SPACES (LOTS A & B)= 23+326+231+8+12= 600
MOTORCYCLE SPACES = 11

PARKING LOT A

8.7' x 18' NORMAL (N) CAR SPACES = 23

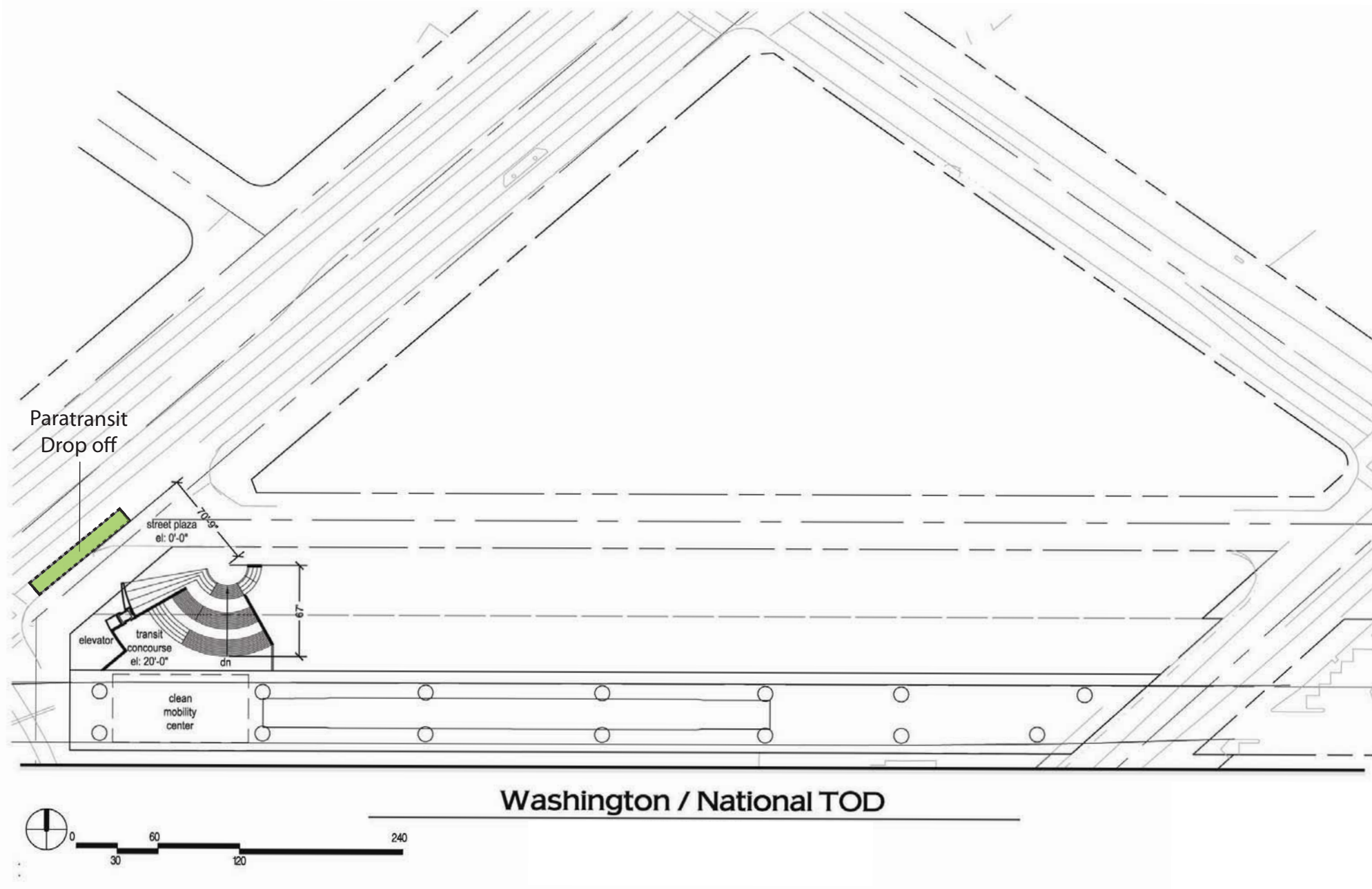
LEGEND:

- X- = PROP FENCE
- +O+ = FIRE HYDRANTS
- [Symbol] = LANDSCAPED ISLANDS
- [Symbol] = 8' x 14' COMPACT (C) STALLS
- [Symbol] = 8.7' x 18' NORMAL (N) STALLS
- [Symbol] = 14' x 18' HANDICAP (HC) STALLS
- [Symbol] = BOLLARDS
- [Symbol] = 4' X 10' MOTORCYCLE STALL

D. PELEN
R. PEARLMAN
D. KRAVIF
D. WARNOCK
04/30/10

PARKING LOT LAYOUT
LOT A & TEMPORARY LOT B
VENICE-ROBERTSON STATION







Chicago Title Company

ATTACHMENT 1

Commercial/Industrial Division,
700 South Flower, Suite 800 Los Angeles, CA 90017 (213) 488-4300

Title Department:

Chicago Title Company
Attn: Dave Balassi
Email: Dave.Balassi@CTT.com
Phone: (213) 488-4394
Fax: (213) 488-4360
Order No.: 910065529-X49

PRELIMINARY REPORT

Property Address: None

Dated as of: April 29, 2009 at 7:30 am

In response to the application for a policy of title insurance referenced herein, Chicago Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said Policy forms.

The printed Exceptions and Exclusion from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

SCHEDULE A

1. The estate or interest in the land hereinafter described or referred to covered by this report is:

A Fee

2. Title to said estate or interest at the date hereof is vested in:

Los Angeles County Metropolitan Transportation Authority, successor by merger to
Los Angeles County Transportation Commission, a county transportation commission

3. The land referred to in this report is situated in the State of California, County of Los Angeles and is described in the Legal Description, attached hereto:

END OF SCHEDULE A

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

SCHEDULE B

At the date hereof, items to be considered and exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

A. Property taxes, including any assessments collected with taxes, for the fiscal year 2009 - 2010 that are a lien not yet due.

B. Said land is shown as exempt on the Los Angeles County Tax Roll for the fiscal year 2008 - 2009

Assessors Parcel Number: 4312-031-900
4312-031-901

C. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Part 0.5, Chapter 3.5 or Part 2, Chapter 3, Articles 3 and 4 respectively (commencing with Section 75) of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A; or as a result of changes in ownership or new construction occurring prior to date of policy.

1. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: City of Los Angeles
Purpose: highway
Recorded: April 29, 1926 in Book 4620, Page 117 of Official Records
Affects: That portion of said land as described in the document attached hereto.

The legal description therein was corrected by document recorded May 11, 1927 in Book 4801, Page 100, of Official Records.

And as condemned by Final Judgment entered in Superior Court Case No. 226-184, a certified copy of which recorded January 27, 1932 in Book 11417, Page 67 of Official Records.

2. An easement for the purpose shown below and rights incidental thereto as set forth in a document. (No representation is made as to the present ownership of said easement)

In Favor of: City of Los Angeles
Purpose: storm drain
Recorded: December 21, 1927 in Book 7769, Page 171 of Official Records
Affects: That portion of said land as described in the document attached hereto.

3. Water rights, claims or title to water, whether or not disclosed by the public records.

SCHEDULE B
(continued)

4. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said land that is satisfactory to this Company, and/or by inquiry of the parties in possession thereof.

This office must be notified at least 7 business days prior to the scheduled closing in order to arrange for an inspection of the land; upon completion of this inspection you will be notified of the removal of specific coverage exceptions and/or additional exceptions to coverage.

5. Any rights of parties in possession of said land, based on any unrecorded lease, or leases.

This Company will require a full copy of any unrecorded lease, together with all supplements, assignments, and amendments for review.

END OF SCHEDULE B

INFORMATIONAL NOTES

Note No. 1: Section 12413.1, California Insurance Code became effective January 1, 1990. This legislation regulates the disbursement of funds deposited with any title entity acting in an escrow or sub-escrow capacity. The law requires that all funds be deposited and collected by the title entity's escrow and/or sub-escrow account prior to disbursement of any funds. Some methods of funding may be subject to a holding period, which must expire before any funds may be disbursed. In order to avoid any such delays, all funding should be done via wire transfer. Funds deposited with the Company via wire transfer may be disbursed upon receipt. Funds deposited by cashiers checks, certified checks, and teller's checks is one business day after the day deposited. Other checks may require hold periods from two to five business days after the day deposited, and may delay your closing. The Company may receive benefits from such banks based upon the balances in such accounts. Such benefits will be retained by the Company as part of its compensation for handling such funds.

Note No. 2: The charge where an order is cancelled after the issuance of the report of title, will be that amount which in the opinion of the Company is proper compensation for the services rendered or the purpose for which the report is used, but in no event shall said charge be less than the minimum amount required under Section 12404.1 of the Insurance Code of the State of California. If the report cannot be cancelled "no fee" pursuant to the provisions of said Insurance Code, then the minimum cancellation fee shall be that permitted by law.

Note No. 3: California Revenue and Taxation Code Section 18668, effective January 1, 1991, requires that the buyer in all sales of California Real Estate, withhold 3-1/3% of the total sales price as California State Income Tax, subject to the various provisions of the law as therein contained, and as amended.

Note No. 4: Wire Transfers

In the event your transaction is being escrowed by a Chicago Title office, contact should be made with the office to obtain correct wiring instructions. Failure to do so could result in a delay in the receipt of funds and subsequent closing of your transaction.

Chicago Title will disburse by wire-out only collected funds or funds received by confirmed wire-in.

The Company's wire-in instructions are:

Bank:	Bank of America 1850 Gateway Blvd. Concord, CA 94520
Bank ABA No.:	0260-0959-3
Account Name:	Chicago Title Company, Broadway Plaza Office
Account No.:	12351-50737
For Credit To:	Chicago Title Company 700 South Flower, Suite 800 Los Angeles, CA 90017
Order No.:	910065529-X49

INFORMATIONAL NOTES (continued)

LENDER NOTE: On the DATE you fund the Loan and WIRE Funds to Chicago Title and reference the above Order Number, you must send written NOTICE to the Title Officer's Unit by messenger or E-Mail that you sent the Funds.

Chicago Title will send an E-Mail acknowledging receipt of the funds as soon as practicable.

Chicago Title will NOT be responsible for any delay in Closing and Recording the transaction, nor will Chicago Title be liable for any claim of lost Interest unless such written Notice is sent the day of Funding and Chicago Title has acknowledged receipt of funds.

Note No. 5: Your application for title insurance was placed by reference to a street address or assessor's parcel number. Based upon our records, we believe that the description in this report covers the parcel that you requested.

To prevent errors, we require written confirmation that the legal description contained herein covers the parcel that you requested.

Note No. 6: The plat, (map), which is attached to this report, is to assist you in locating land with reference to streets and other parcels. While this plat is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon.

Note No. 7: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

Note No. 8: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

INFORMATIONAL NOTES (continued)

Note No. 9: Important notice regarding documents to be recorded in the Los Angeles County. Please review the following CRITICAL MESSAGE from the Los Angeles County Recorder's Office as it will likely impact your closing:

SUBJECT: ACCEPTANCE OF NOTARY ACKNOWLEDGEMENTS

Effective May 1, 2008, the Los Angeles Registrar-Recorder/County Clerk's Office will work diligently to be more efficient in examining notary acknowledgements as our part in minimizing notary fraud. In our efforts, we will strictly adhere to the following requirements for accepting Notary Acknowledgments/Certificates:

- Notaries must comply with the requirements set forth by the state where the oath is administered.
- Notary Acknowledgments/Certificates may not contain white-out, corrective tape, arrows and/or asterisks.
- Notary Acknowledgments/Certificates completed by a California Notary that are destined for recording in the County of Los Angeles must be presented exactly in the form prescribed by Civil Code Section 1189(a)(1).

A Notary Acknowledgment/Certificate that does not meet existing state requirements in addition to the requirements set forth above may not be re-submitted after it has been rejected by the Recorder. A new Notary Acknowledgment/Certificate will be required when re-submitting a rejected document.

If you have any questions, please contact the Registrar-Recorder/County Clerk at (562) 462-2125.

INFORMATIONAL NOTES
(continued)

[ATTACHMENT ONE](#)

[PRIVACY STATEMENT](#)

IMPORTANT INFORMATION:

For those of you receiving this report by electronic delivery the Privacy Statement and Attachment One are linked to this report. Please review this information by selecting the link. For those of you who are receiving a hard copy of this report, a copy of this information has been submitted for your review.

INFORMATIONAL NOTES
(continued)

NOTICE

You may be entitled to receive a \$20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19, 1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts.

If your previous transaction involved the same property that is the subject of your current transaction, you do not have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is subject of your current transaction, you must - prior to the close of the current transaction - inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company of the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide the Company information concerning a prior transaction, the Company is required to determine if you qualify for a discount which is subject to other terms and conditions.

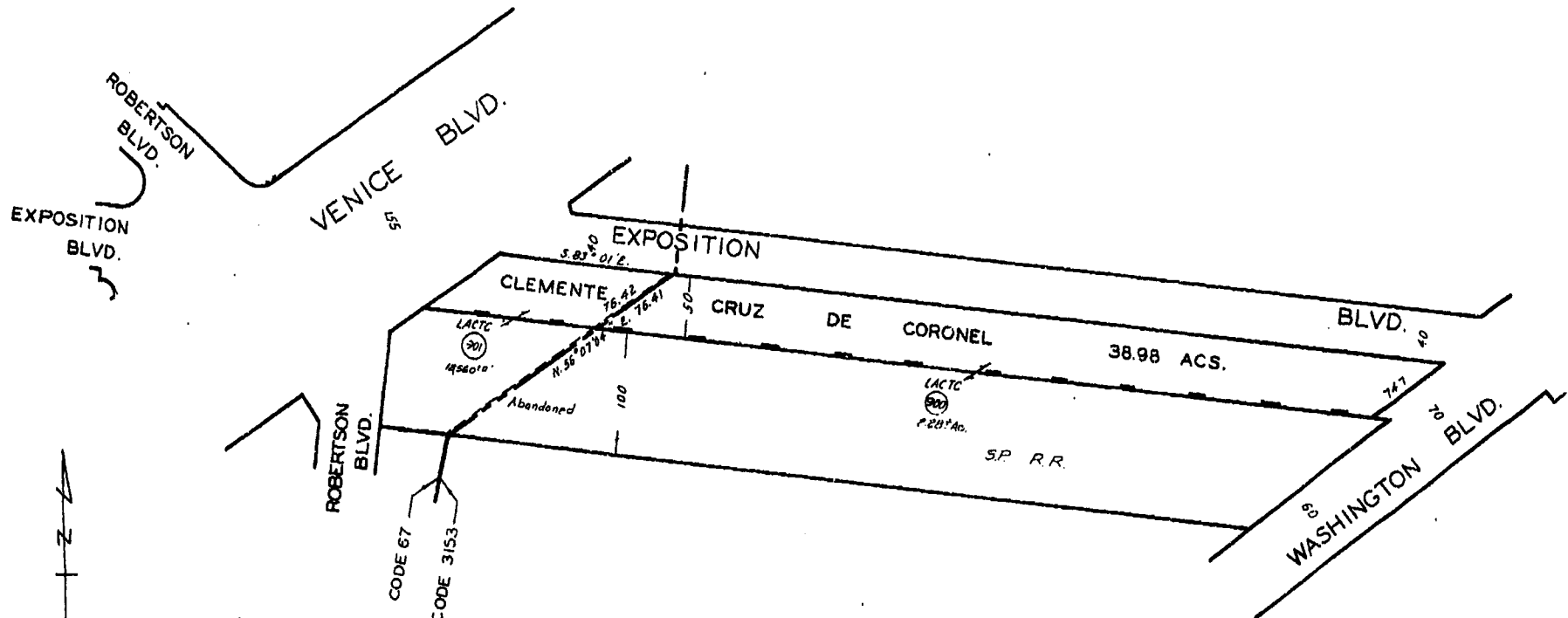
ATTACHMENT 1

4312 | 31
SCALE 1" = 80'

1993

661107
741030
760218
761207
9209110311001-03
760916

43
SCALE



4
2
1

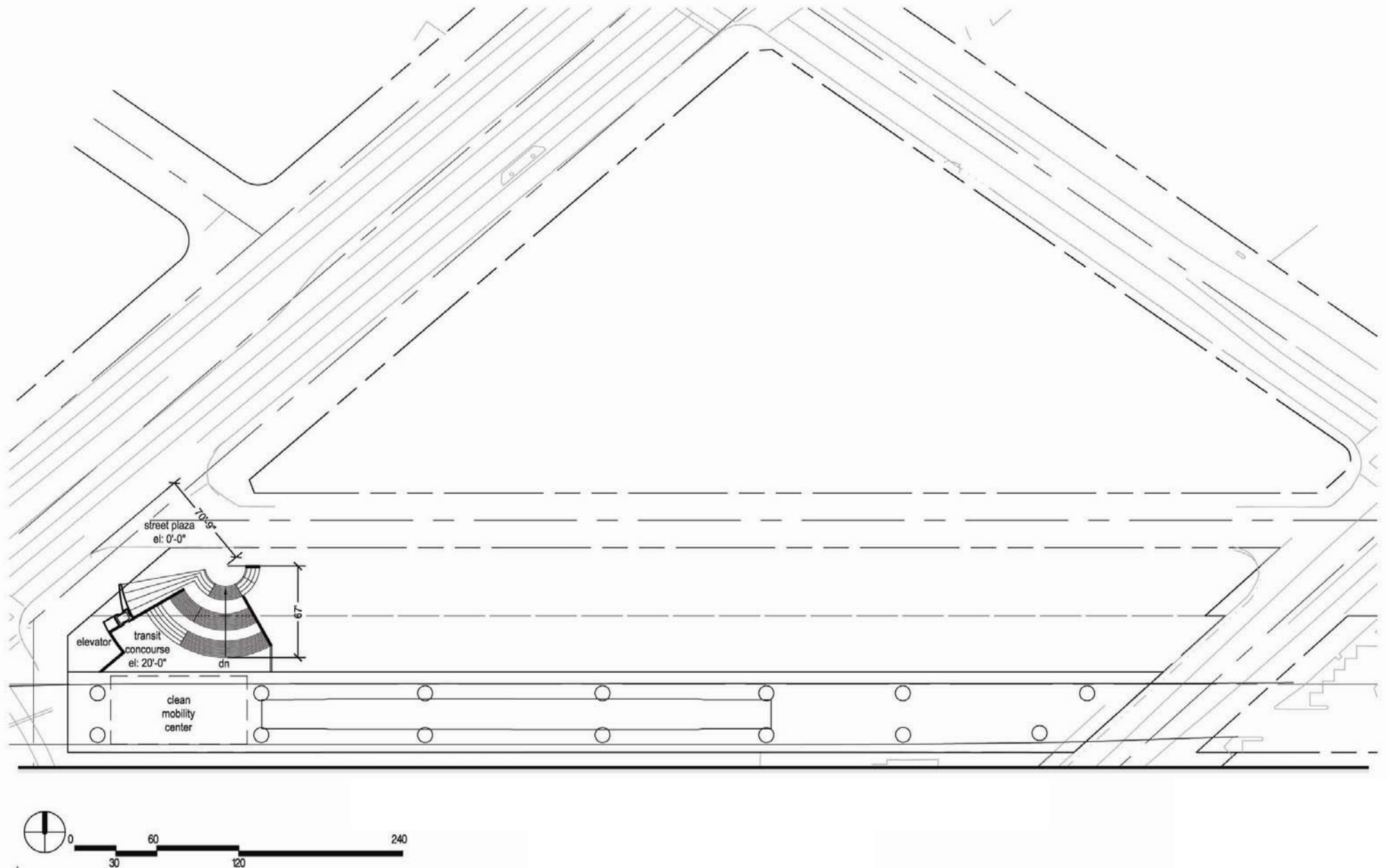
RANCHO RINCON DE LOS BUEYES
P 1 - 207

PART OF RANCHO RINCON DE LOS BUEYES
PROPERTY OF CLEMENTE C. DE CORONEL
M.R. 13-18

CODE
67
3153

FOR PREV. ASSM'T. SEE: 94 - 20 & 27
895 - 1

ASSISSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.



WASHINGTON NATIONAL ILLUSTRATIVE CONCEPT PLAN
FOR TRANSIT PLAZA

Summary Costs for Related to the MTA MOU**Station Redesign**

Design Fees	\$285,000
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Construction

Steel Fabrication	\$350,000
Labor and Materials	\$2,506,458
	\$2,856,458
 TOTAL	 \$3,141,458