



Board Report

File #: 2024-0395, File Type: Policy

Agenda Number: 36.

REGULAR BOARD MEETING  
JUNE 27, 2024

**SUBJECT: WESTSIDE PURPLE LINE EXTENSION SECTION 3 PROJECT RESOLUTION OF NECESSITY**

**ACTION: APPROVE RECOMMENDATION**

**RECOMMENDATION**

CONSIDER:

- A. HOLDING a public hearing on the proposed Resolution of Necessity; and
- B. ADOPTING the Resolution of Necessity authorizing the commencement of an eminent domain action to acquire three permanent easements identified as W-5004, W-5004-1 and W-5004-4 and to acquire a 67-month temporary construction easement identified as W-5004-2 from the property identified as (APN: 4324-001-031) (hereinafter called the "Property Interests") as identified in Attachment A.

(REQUIRES TWO-THIRDS VOTE OF THE FULL BOARD)

**ISSUE**

Acquisition of the Property Interests is required for the construction and operation of the Westside Purple Line Extension Section 3 Project ("Project"). To date, staff has been unable to reach an agreement with the owner for the Property Interests. After testimony and evidence has been received from all interested parties at the hearing, Los Angeles County Metropolitan Transportation Authority ("LACMTA"), by a vote of two-thirds of the Board, must make a determination as to whether to adopt the proposed Resolution of Necessity (Attachment B) to acquire the Property by eminent domain. Attached is evidence submitted by staff that supports the adoption of the resolution and which sets forth the required findings (Attachment A).

**BACKGROUND**

The Westside Purple Line Extension Section 3 Project ("Project") requires acquisition of the Property Interests for the construction and operation of the Project. The Larger Parcel is a 49,625 square foot parcel located at the southwest corner of Wilshire and Westwood Boulevards in a portion of the city of Los Angeles known as the community of Westwood. The property has additional frontage on

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Ashton Avenue. The Larger Parcel is improved with a 17-story office building plus four levels of parking constructed in 1980. The Larger Parcel contains 244,468 square feet of net rentable area.

## **DISCUSSION**

As a result of the need for the acquisition for construction and operation of a station portal and plaza for the Westwood/UCLA Station, the LACMTA was required to appraise and make an offer to acquire the Property Interests. By letter dated September 9, 2022, a written offer for the Property was issued to the Owner of Record ("Owner"), as required by California Government Code Section 7267.2. The offer was based on the fair market value. The fair market value is defined as "the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available."

Owner has not accepted the offer of Just Compensation made by LACMTA, and the parties have not at this time reached a negotiated settlement on the contemplated acquisition. The Property Interests are necessary for construction of the Project; therefore, staff recommends the acquisition of the Property Interests through eminent domain to maintain the Project schedule.

In accordance with the provisions of the California Eminent Domain law and Sections 30503, 30600, 130051.13, 130220.5 and 132610 of the California Public Utilities Code (which authorize the public acquisition of private property by eminent domain), LACMTA has prepared and mailed notice of this hearing to the Owner informing them of their right to appear at this hearing and be heard on the following issues: (1) whether the public interest and necessity require the Project; (2) whether the Project is planned or located in the manner that will be most compatible with the greatest good and the least private injury; (3) whether the Property Interests are necessary for the Project; (4) whether either the offer required by Section 7267.2 of the California Government Code has been made to the Owner, or the offer has not been made because the Owner cannot be located with reasonable diligence; (5) whether environmental review of the Project has complied with the California Environmental Quality Act (CEQA); and (6) whether LACMTA has given the notice(s) and followed the procedures that are a prerequisite to the exercise of the power of eminent domain.

After all of the testimony and evidence has been received from all interested parties at the hearing, LACMTA must make a determination as to whether to adopt the proposed Resolution of Necessity to acquire the Property by eminent domain. To adopt the resolution, LACMTA must, based on the evidence before it, and by vote of two-thirds of its Board, find and determine that the conditions stated in items 1 - 6 above exist.

Attached is the Staff Report prepared by staff and legal counsel setting forth the required findings for acquiring the Property through the use of eminent domain (Attachment A).

There are no displacements of residents or local businesses as a result of the acquisition of the Property.

## **DETERMINATION OF SAFETY IMPACT**

This Board action will not have an impact on LACMTA's safety standards.

### **FINANCIAL IMPACT**

The funding for the acquisition of the Property Interests is included in the Fiscal Year 2024 (FY24) budget under Project 865523 Westside Purple Line Extension Section 3, in Cost Center 8510 (Construction Project Management), and Account Number 53103 (Acquisition of Land) and Fund 6012. No additional funding for the acquisition is required for this action, LACMTA paid the Property Owner the Just Compensation amount in August of 2023 pursuant to a Construction Rights Agreement dated June 29, 2023.

#### **Impact to Budget**

The approved FY24 budget is designated for the Westside Purple Line Extension Section 3 and does not have an impact to operations funding sources. These funds were assumed in the Long-Range Transportation Plan for the Project. This Project is not eligible for Proposition A and C funding due to the proposed tunneling element of the Project. No other funds were considered.

### **EQUITY PLATFORM**

The Property Interest is required for the completion of the Project. The project will provide greater operational safety, decrease travel time, improve air quality, and increase access to the corridor, especially for people with low-incomes who work along, but may not live near the corridor and are reliant on public transportation. This public good will also support the fulfillment of Metro's LA County Traffic Improvement Plan under measure M.

There are no displacements of residents or local businesses resulting from the acquisition of this Property Interests.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The Board action is consistent with LACMTA Vision 2028 Goal #1: Provide high quality mobility options that enable people to spend less time traveling. Goal #3: Enhance communities and lives through mobility and access to opportunity. Goal #4: Transform LA County through regional collaboration and national leadership.

### **ALTERNATIVES CONSIDERED**

The Board could choose not to approve the recommendations. This is not recommended as it will hamper the Real Estate division's ability to respond quickly to the project's needs resulting in significant delays and cost increases for the project.

### **NEXT STEPS**

If this action is approved by the Board, the LACMTA's condemnation counsel will be instructed to take

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all steps necessary to commence legal proceedings in a court of competent jurisdiction to acquire the Property Interests by eminent domain and to conclude those proceedings either by settlement or jury trial. Counsel will also be directed to seek and obtain an Order of Prejudgment Possession in accordance with the provisions of the eminent domain law. Staff will continue to negotiate with the property owner with the goal of reaching a voluntary settlement while concurrently continuing the eminent domain process to preserve the project schedule.

**ATTACHMENTS**

Attachment A - Staff Report

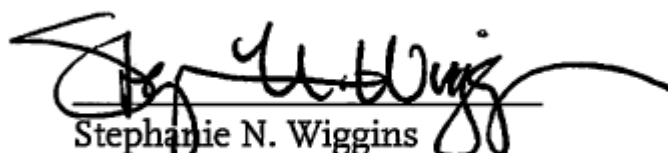
Attachment B - Resolution of Necessity

Prepared by: Craig Justesen, Executive Officer, Real Estate, (213) 922-7051

Holly Rockwell, Senior Executive Officer, Real Estate and Transit

Oriented Communities, (213) 922-5585

Reviewed by: Ray Sosa, Chief Planning Officer, (213) 547-4274



Stephanie N. Wiggins  
Chief Executive Officer

**STAFF REPORT REGARDING THE NECESSITY FOR THE ACQUISITION OF THE PROPERTY INTERESTS REQUIRED FOR THE WESTSIDE PURPLE LINE EXTENSION SECTION 3 (“PROJECT”)**

**BACKGROUND**

The Property Interests are required for the construction and operation of the Project as portions of the Westwood/UCLA Station, and appurtenances, will be built in the space currently occupied by the Property Interests. The address, record owner, physical description, and nature of the property interest sought to be acquired for the Project are summarized as follows:

<b>Assessor's Parcel Number</b>	<b>Parcel Address</b>	<b>Property Owner</b>	<b>Purpose of Acquisition</b>	<b>Property Interest(s) Sought</b>
4324-001-031	10900 Wilshire Blvd., Los Angeles, CA 90024	10900 Wilshire, L.L.C., a Delaware limited liability company	Construction and operation of the Westwood/UCLA Station	Three permanent easements and one temporary construction easement

**Property Requirements:**

**The following property requirements apply to the affected property listed in the above table:**

**Purpose of Acquisition:** Construction and operation of a station portal and plaza for the Westwood/UCLA Station.

A first written offer was mailed to the Property Owner on September 09, 2022, for acquisition of the Property Interests that include:

- Project Parcel W-5004 - Permanent Easement
- Project Parcel W-5004-1 - Permanent Subsurface Easement
- Project Parcel W-5004-2 - 67-month Temporary Construction Easement
- Project Parcel W-5004-4 – Permanent Easement

The Property Interest are described in Exhibits “A-1” through “A-4” and depicted in Exhibits “B-1 through “B-4”.

**A. The public interest and necessity require the Project.**

The need for the Project is based on population and employment growth, the high number of major activity centers served by the Project, high existing transit usage, and severe traffic congestion. The Project area bisects 12 large population and employment centers,

all of which are served by extremely congested road networks that will deteriorate further with the projected increase in population and jobs. This anticipated growth will further affect transit travel speeds and reliability, even with a dedicated lane for express bus service on Wilshire Boulevard. The public interest and necessity require the Project for the following specific reasons:

1. The population and employment densities in the Project area are among the highest in the metropolitan region. Approximately five percent of the Los Angeles County population and 10 percent of the jobs are concentrated in the Project area.
2. Implementation of the Project will result in a reduction of vehicle miles per day and reduction of auto air pollutants.
3. The Project will relieve congestion on the already over capacity 1-405 San Diego and the 1-10 Santa Monica Freeways and surrounding major thoroughfares. In addition, it will reduce the parking demands in the Westside area by providing an alternative means of transportation, competitive in rush-hour travel times with the automobile.
4. The Project will be a major link in the existing county-wide rail transit system, and will thereby provide alternative means of transportation during fuel crises and increased future traffic congestion.
5. The Project will improve transportation equity by meeting the need for improved transit service of the significant transit-dependent population within the Project area.
6. The Project will help meet Regional Transit Objectives through the Southern California Association of Governments' (SCAG's) Performance Indicators of mobility, accessibility, reliability, and safety.

It is recommended that based on the above evidence, the Board find and determine that the public interest and necessity require the Project.

**B The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury.**

An Alternatives Analysis (AA) Study was initiated in 2007 to identify all reasonable, fixed-guideway, alternative alignments and transit technologies within the proposed Project Area. The fixed-guideway alternative alignments studied and analyzed during the AA process were heavy rail transit (HRT), light rail transit (LRT), bus rapid transit (BRT), and monorail (MR). Due to its capacity to meet the anticipated ridership demand and limit the number of transfers, HRT was identified as the preferred technology for further study.

In January 2009, the LACMTA Board approved the AA Study and authorized preparation of a Draft Environmental Impact Statement/Draft Environmental Impact Report (DEIS/DEIR). A total of seven alternatives, including five heavy rail subway (HRT) Build Alternatives, a No Build Alternative, and a relatively low-cost Transportation System Management (TSM) Alternative, were presented in the DEIS/DEIR. The DEIS/DEIR was circulated and reviewed by interested and concerned parties, including private citizens,

community groups, the business community, elected officials and public agencies. Public hearings were held to solicit citizen and agency comments.

In October 2010, the Board approved the DEIS/DEIR and the Wilshire Boulevard to Santa Monica HRT option was selected as the Locally Preferred Alternative (LPA) for further analysis in the FEIS/FEIR. The FEIS/FEIR was released in March 2012 for public review. On April 26, 2012, the Board certified the FEIS/FEIR, and in May 24, 2012, it approved the route and station locations for the Project. A Record of Decision was received from the Federal Transit Administration in August of 2012.

In June 2017, the Federal Register published a notice indicating the release of the Draft Supplemental Environmental Impact Statement (SEIS) for a 45-day comment period for the Westside Purple Line Extension Section 2. On November 22, 2017, the Federal Transit Administration (FTA) issued the Final Supplemental Environmental Impact Statement and Section 4(f) Evaluation, and the Supplemental Record of Decision (ROD) supplementing the previously issued ROD on August 9, 2012. The FTA determined that the requirements of the National Environmental Policy Act of 1969 (NEPA) and related federal environmental statutes, regulations, and executive orders have been satisfied for the Westside Subway Extension (now called the Westside Purple Line Extension) Project located in Los Angeles County.

The approved LPA will extend HRT (as subway) approximately nine (9) miles from the existing Metro Purple Line terminus at the Wilshire/ Western Station to a new western terminus at the West Los Angeles Veterans Affairs Hospital (Westwood/ VA Hospital Station). The LPA will include seven new stations spaced in approximately one-mile intervals, as follows:

- Wilshire/La Brea
- Wilshire/Fairfax
- Wilshire/La Cienega
- Wilshire/Rodeo
- Century City
- Westwood/UCLA
- Westwood/VA Hospital

The Project will cause private injury, however, there will be no displacements as a result of the acquisition. No other alternative locations for the Project provide greater public good with less private injury. Therefore, the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

Due to its bulk, the FEIS/FEIR is not physically included in the Board's agenda packet for this public hearing. However, the FEIS/FEIR documents should be considered in connection with this matter, and by this reference they are incorporated herein. It is recommended that, based upon the foregoing, the Board find and determine that the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

**C. The Property Interests are necessary for the Project.**

The Property Interests are required for construction and operation of the Westwood/UCLA Station portal and plaza that connects to the underground station box supporting the tunnel connecting Century City/Constellation and Westwood/VA Hospital Stations. The selected alignment requires the Property Interests to connect the Stations, and the area now occupied by the Property Interests will be incorporated into the structure of the Westwood/UCLA Station. The subsurface easement, surface easement, non-exclusive maintenance access easement and temporary construction easement adjacent to Owner's building are required for the Project. The areas and description of the required Property Interests are attached to the Resolution of Necessity. Owner has pledged to deliver these necessary easements to LACMTA by way of the Construction Rights Agreement dated June 29, 2023; however, Owner has not agreed with LACMTA on the amount of Just Compensation nor have the necessary easements actually been transferred to LACMTA. Improvements impacted include a rose sculpture, "Icon 2011", and pavers and improvements in the plaza, all adjacent to Owner's building. These improvements are addressed by a Construction Reimbursement Agreement between LACMTA and Owner dated October 15, 2020 and as amended by the First Amendment to Construction Reimbursement Agreement dated October 26, 2023. The areas of the Property Interests are based on the approved FEIS/FEIR for the Project.

Staff recommends that the Board find that the acquisition of the Property Interests are necessary for the Project.

**D. Offers were made in compliance with Government Code Section 7267.2.**

California Code of Civil Procedure Section 1245.230 requires that a Resolution of Necessity contain a declaration that the governing body has found and determined that either the offer required by Section 7267.2 of the California Government Code has been made to the Owner, or the offer has not been made because the Owner cannot be located with reasonable diligence.

California Government Code Section 7267.2 requires that an offer be made to the Property Owner and in an amount which the agency believes to be just compensation. The amount must not be less than the agency's approved appraisal of the fair market value of the property. In addition, the agency is required to provide the Property Owner with a written statement of, and summary of the basis for, the amount it established as just compensation.

Staff has taken the following actions as required by California law for the acquisition of the Property Interests:

1. Made a written offer to the Property Owner for the full amount of compensation which was not less than the approved appraised value;
2. Provided the Property Owner with a written statement of, and summary of the basis



for, the amount established as compensation with respect to the foregoing offer.

It is recommended that based on the above Evidence, the Board find and determine that the offer required by Section 7267.2 of the California Government Code has been made to the Owner.

**E. LACMTA has fulfilled the necessary statutory prerequisites.**

LACMTA is authorized to acquire property or property interests by eminent domain for the purposes contemplated by the Project under Public Utilities Code §§ 30503, 30600, 130051.13, and 130220.5; Code of Civil Procedure §§ 1230.010-1273.050; and Article I, § 19 of the California Constitution.

**F. LACMTA has complied with the California Environmental Quality Act.**

A draft EIR/EIS was circulated for public review and comment. The FEIS/FEIR was released in March 2012 for public review. On April 26, 2012, the Board certified the FEIS/FEIR, and in May 24, 2012, it approved the route and station locations for the Project. A Record of Decision was received from the Federal Transit Administration in August of 2012. The FEIS/FEIR documents therefore comply with the California Environmental Quality Act. Since that time, none of the circumstances identified in CEQA Guidelines Section 15162 have occurred which would require the preparation of a subsequent EIR. As set forth above, LACMTA has also fulfilled the statutory prerequisites under Code of Civil Procedure § 1240.030 and Government Code § 7267.2.

Accordingly, LACMTA has fulfilled the necessary statutory prerequisites to acquire the Property Interests by eminent domain.

**CONCLUSION**

Staff recommends that the Board approve the Resolution of Necessity.

**ATTACHMENTS**

Exhibits "A-1" through "A-4"	Legal Descriptions
Exhibits "B-1" through "B-4"	Plat Maps

**LEGAL DESCRIPTION**

That portion of Lots 1, 2 and 3 of Tract No. 36539, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 969 of Maps, Pages 29 through 31, inclusive, in the Office of the County Recorder of said County, more particularly described as follows:

**BEGINNING** at the most westerly corner of said Lot 2, said point also being on the southeasterly line of Wilshire Boulevard (62.5 feet half-width) as shown on the map of said Tract No. 36539; thence along the northwesterly line of said Lot 2, North 72°32'49" East, 53.37 feet; thence leaving said northwesterly line, South 26°22'22" East, 7.60 feet; thence South 63°37'51" West, 29.22 feet; thence North 26°22'55" West, 0.75 feet; thence South 63°51'40" West, 23.50 feet to the southwesterly line of said Lot 2; thence along said southwesterly line, North 26°22'55" West, 15.03 feet to the **POINT OF BEGINNING**.

The upper elevation limit of the permanent easement herein described is a horizontal plane with an elevation of +332.00 feet and the lower elevation limit of the permanent easement herein described is a horizontal plane with an elevation of +301.00 feet, based on the NAVD-88 datum elevation of 285.39 feet for City of Los Angeles Benchmark No. 13-13450. The upper limit of this easement varies approximately 26 to 30 feet above finish grade (existing surface elevation in March of 2018), and the lower limit of this easement varies approximately 0 to 4 feet below finish grade (existing surface elevation in March of 2018). These elevations were determined from the Los Angeles County Metro Westside Purple Line Extension Project – Section 3 Project Definition Drawings.

This description prepared by me or under my direction:

  
James L. Elliott, P.L.S. 6334

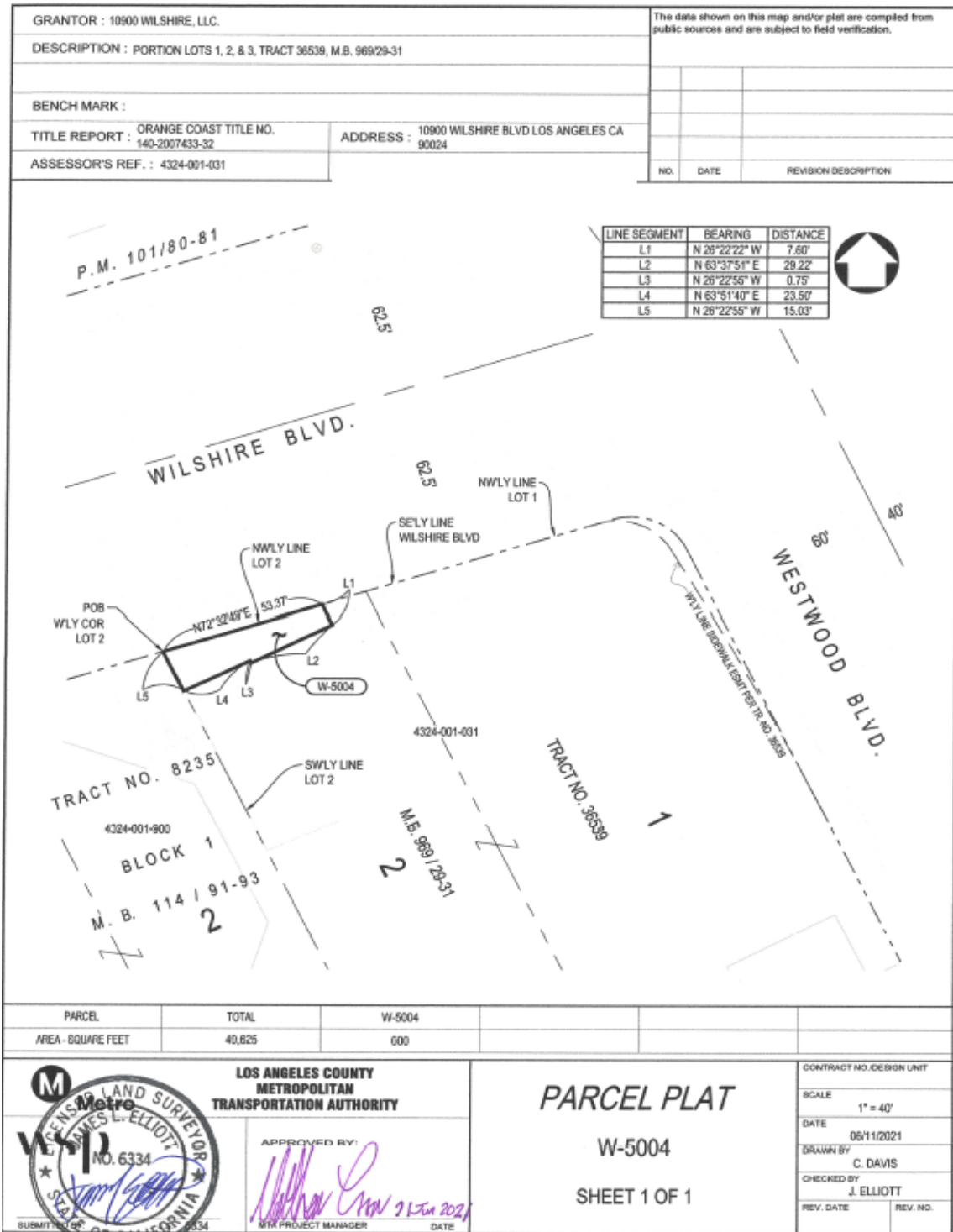
6-9-21  
Date



AFFECTS APN: 4324-001-031

W-5004

PLAT MAP



**LEGAL DESCRIPTION**

That portion of Lots 1, 2 and 3 of Tract No. 36539, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 969 of Maps, Pages 29 through 31, inclusive, in the Office of the County Recorder of said County, more particularly described as follows:

**BEGINNING** at the most westerly corner of said Lot 2, said point also being on the southeasterly line of Wilshire Boulevard (62.5 feet half-width) as shown on the map of said Tract No. 36539; thence along the northwesterly line of said Lots 1 and 2, North 72°32'49" East, 105.15 feet; thence leaving said northwesterly line, South 26°13'32" East, 3.21 feet; thence South 63°37'05" West, 103.87 feet to the southwesterly line of said Lot 2; thence along said southwesterly line, North 26°22'55" West, 19.53 feet to the **POINT OF BEGINNING**.

The upper elevation limit of the permanent easement herein described is a horizontal plane with an elevation of +301.00 feet and the lower elevation limit of the permanent easement herein described is a horizontal plane with an elevation of +185.00 feet, based on the NAVD-88 datum elevation of 285.39 feet for City of Los Angeles Benchmark No. 13-13450. The upper limit of this easement varies approximately 0 to 4 feet below finish grade (existing surface elevation in March of 2018), and the lower limit of this easement varies approximately 76 to 80 feet below finish grade (existing surface elevation in March of 2018). These elevations were determined from the Los Angeles County Metro Westside Purple Line Extension Project – Section 3 Project Definition Drawings.

This description prepared by me or under my direction:

  
James L. Elliott, P.L.S. 6334

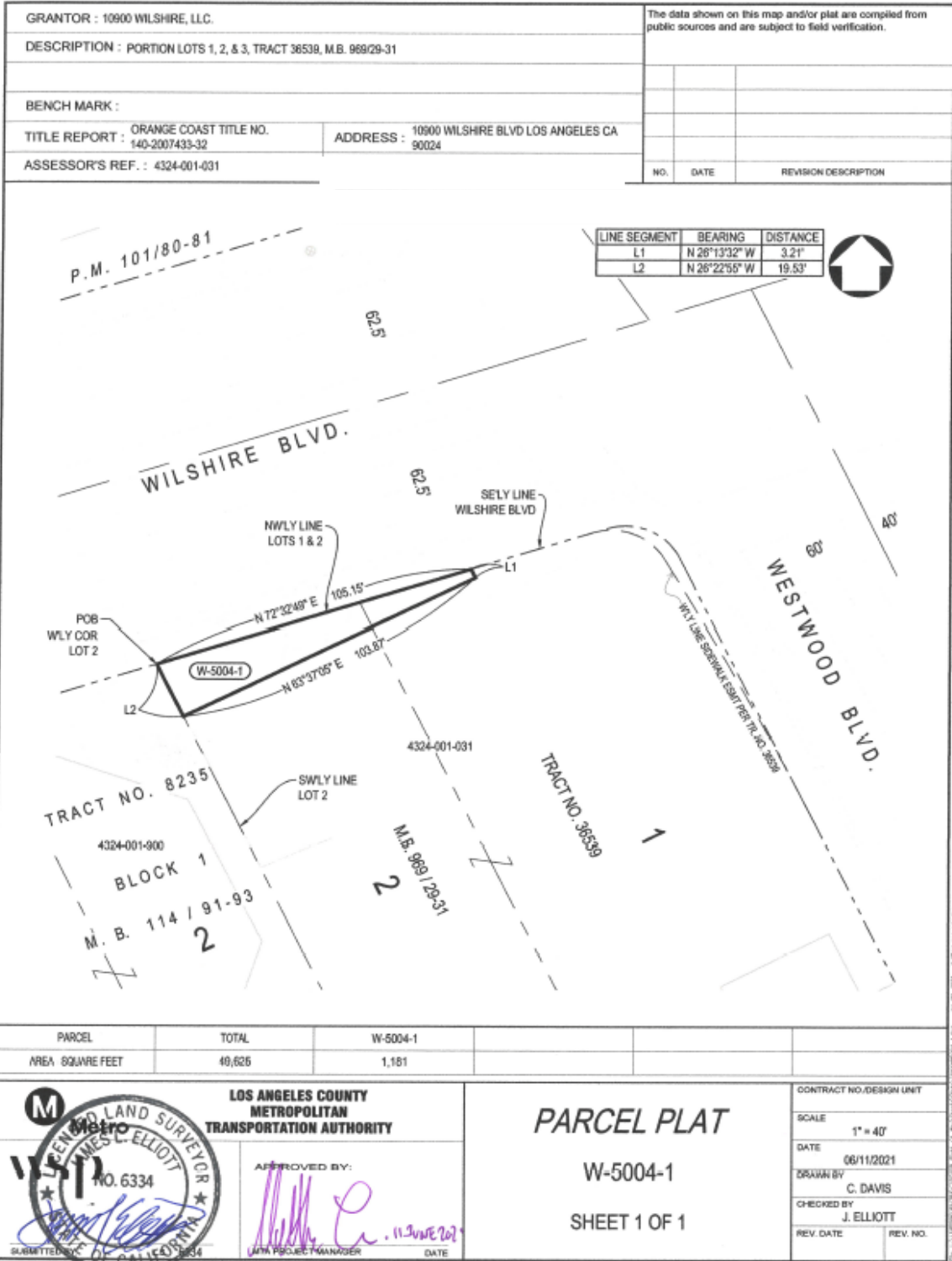
7-25-19  
Date



AFFECTS APN: 4324-001-031

W-5004-1

PLAT MAP



LEGAL DESCRIPTION

That portion of Lots 1, 2 and 3 of Tract No. 36539, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 969 of Maps, Pages 29 through 31, inclusive, in the Office of the County Recorder of said County, more particularly described as follows:

**COMMENCING** at the most westerly corner of said Lot 2, said point also being on the southeasterly line of Wilshire Boulevard (62.5 feet half-width) as shown on the map of said Tract No. 36539; thence along the southwesterly line of said Lot 2, South 26°22'55" East, 15.03 feet; thence leaving said southwesterly line, North 63°51'40" East, 18.50 feet to the **POINT OF BEGINNING**; thence North 63°51'40" East, 5.00 feet; thence South 26°22'55" East, 0.75 feet; thence North 63°37'51" East, 29.22 feet; thence South 26°22'22" East, 5.00 feet; thence South 63°37'51" West, 29.22 feet; thence North 26°22'55" West, 0.75 feet; thence South 63°51'40" West, 5.00 feet; thence North 26°22'55" West, 5.00 feet to the **POINT OF BEGINNING**.

The upper elevation limit of the non-exclusive access easement herein described is a horizontal plane with an elevation of +332.00 feet and the lower elevation limit of the permanent easement herein described is a horizontal plane with an elevation of +304.00 feet, based on the NAVD-88 datum elevation of 285.39 feet for City of Los Angeles Benchmark No. 13-13450. The upper limit of this easement varies approximately 26 to 30 feet above finish grade (existing surface elevation in March of 2018), and the lower limit of this easement is at the owner's plaza finish grade (existing surface elevation in March of 2018). These elevations were determined from the Los Angeles County Metro Westside Purple Line Extension Project – Section 3 Project Definition Drawings.

This description prepared by me or under my direction:

  
James L. Elliott, P.L.S. 6334

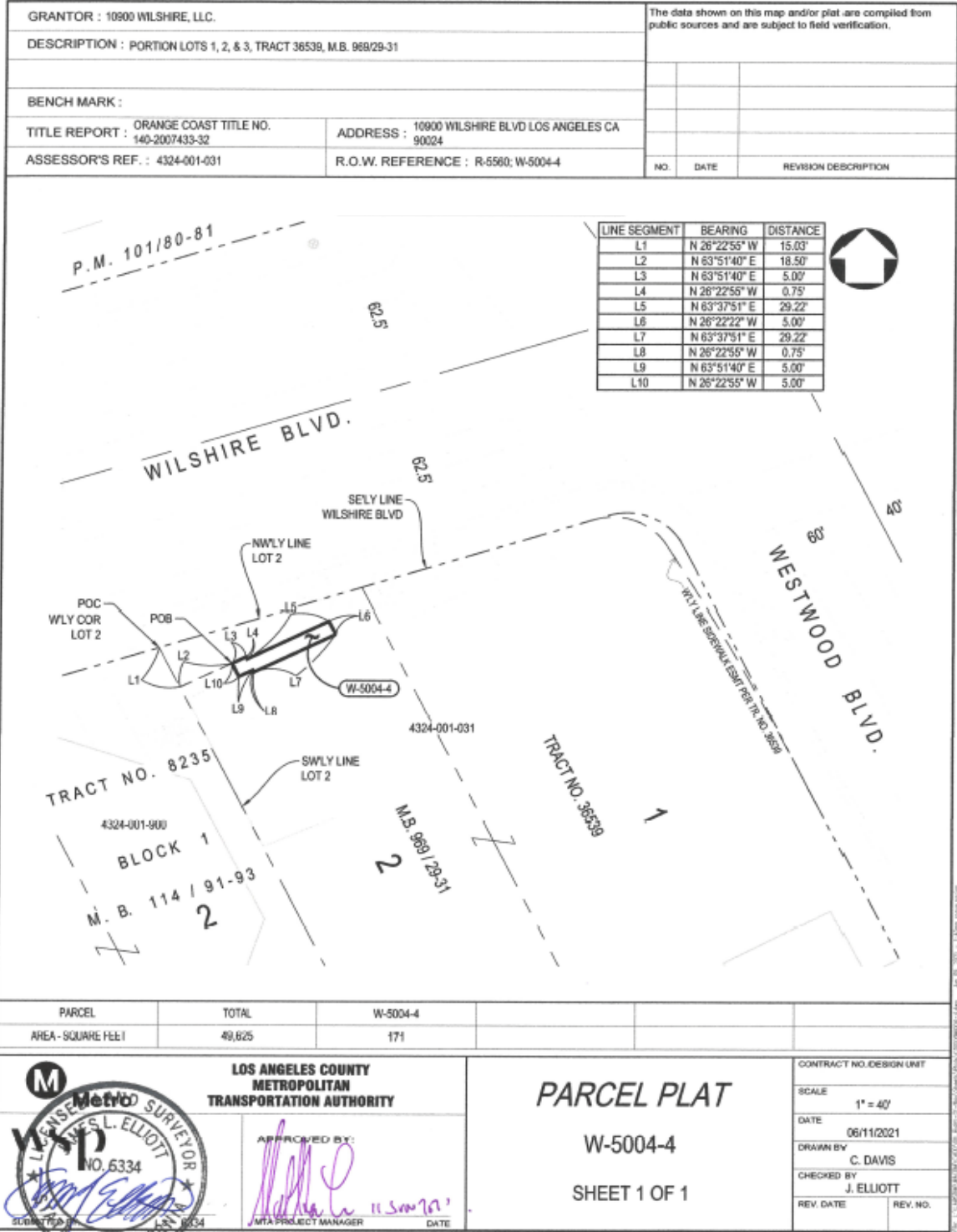
6-9-21  
Date



AFFECTS APN: 4324-001-031

W-5004-4

PLAT MAP



LEGAL DESCRIPTION

That portion of Lots 1, 2 and 3 of Tract No. 36539, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 969 of Maps, Pages 29 through 31, inclusive, in the Office of the County Recorder of said County, more particularly described as follows:

COMMENCING at the most westerly corner of said Lot 2, said point also being on the southeasterly line of Wilshire Boulevard (62.5 feet half-width) as shown on the map of said Tract No. 36539; thence along the southwesterly line of said Lot 2, South 26°22'55" East, 15.03 feet to the POINT OF BEGINNING; thence leaving said southwesterly line, North 63°51'40" East, 23.50 feet; thence South 26°22'55" East, 0.75 feet; thence North 63°37'51" East, 29.22 feet; thence North 26°22'22" West, 7.60 feet to the northwesterly line of said Lot 2; thence along said northwesterly line, North 72°32'49" East, 97.33 feet to the beginning of a tangent curve, concave southeasterly and having a radius of 20.00 feet; thence continuing along said northwesterly line, northeasterly 2.85 feet along said curve, through a central angle of 08°09'30"; thence leaving said northwesterly line, South 63°37'05" West, 110.17 feet; thence South 26°36'17" East, 6.70 feet; thence South 63°35'55" West, 41.49 feet to said southwesterly line of Lot 2; thence along said southwesterly line, North 26°22'55" West, 15.71 feet to the POINT OF BEGINNING.

This description prepared by me or under my direction:

  
James L. Elliott, P.L.S. 6334

6-9-21  
Date

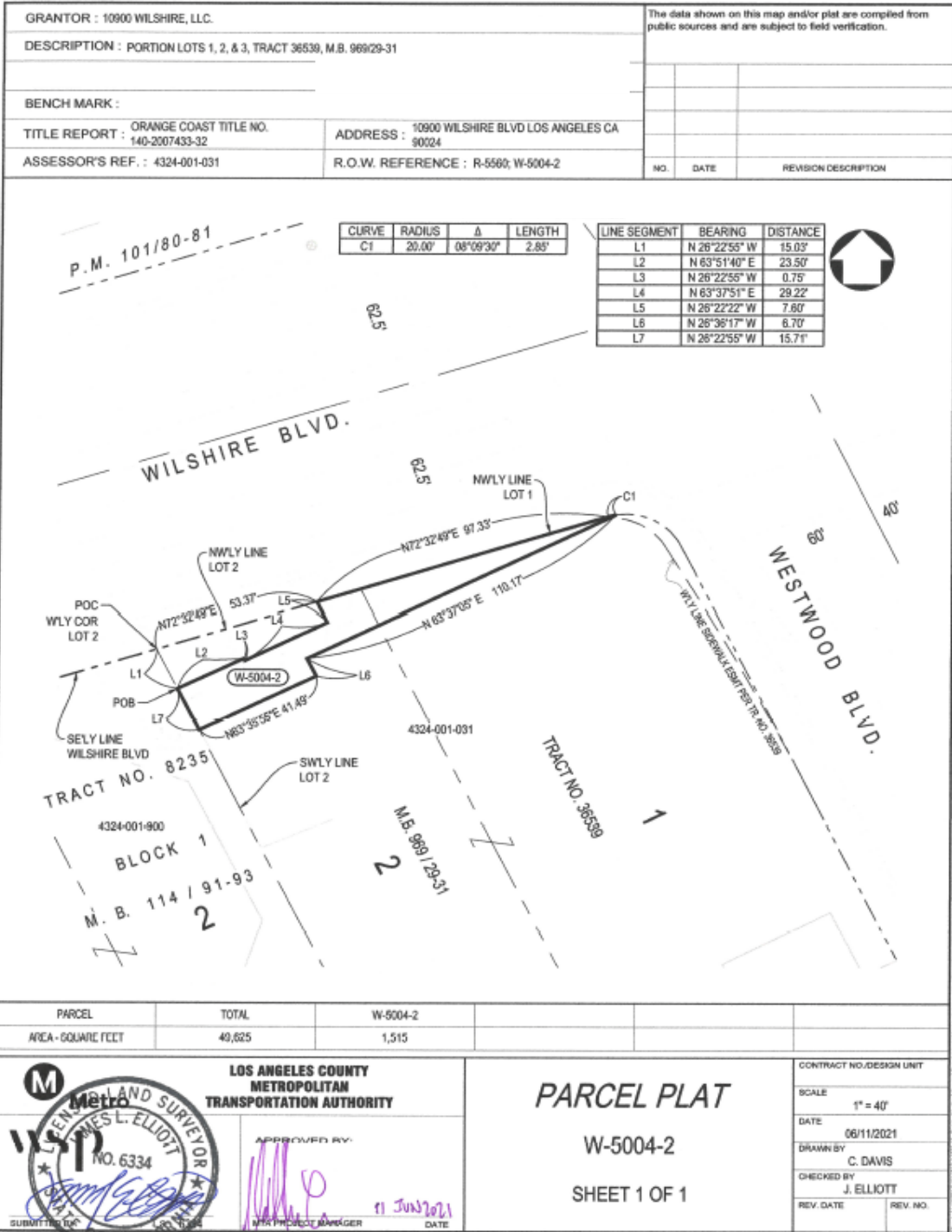


AFFECTS APN: 4324-001-031

W-5004-2



PLAT MAP



**RESOLUTION OF THE  
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
DECLARING CERTAIN REAL PROPERTY INTERESTS NECESSARY FOR PUBLIC  
PURPOSES AND AUTHORIZING THE ACQUISITION THEREOF THROUGH THE  
EXERCISE OF EMINENT DOMAIN  
PURPLE LINE WESTSIDE EXTENSION PROJECT, SECTION 3**

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY BOARD OF DIRECTORS HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

Section 1.

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY ("LACMTA") is a public entity organized and existing pursuant to Chapter 2 of Division 12 of the California Public Utilities Code (commencing with Section 130050).

Section 2.

The property or property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Board to acquire property or property interests by eminent domain by California Public Utilities Code Sections 30000-33027, inclusive, and particularly Section 30503 and 30600, Sections 130000-132650, inclusive, and particularly Sections 130051.13 and 130220.5, Code of Civil Procedure Sections 1230.010-1273.050, inclusive, and particularly Sections 1240.510 and 1240.610, and Article I, Section 19 of the California Constitution.

Section 3.

The property interests consist of the acquisition of three permanent easements and one temporary construction easement ("Property Interests") as more particularly described in Exhibit A and Exhibit B;

Section 4.

(a.) The acquisition of the above-described Property Interests is necessary for the development, construction, operation, and maintenance of the Westside Purple Line Extension Project Section 3 ("Project");

(b.) The environmental impacts of the Project were evaluated in the Final Environmental Impact Statement/Final Environmental Impact Report (FEIS/FEIR), which was certified by the Board on April 26, 2012 and May 24, 2012. The Board found that in accordance with the California Environmental Quality Act (CEQA) Guidelines, Section

15162, no subsequent or supplemental Environmental Impact Report is required for the Project, and the FEIS/FEIR documents are consistent with CEQA; and

(c.) The Board has reviewed and considered the FEIS/FEIR, before and as part of the process of determining whether to acquire the above-referenced Property.

#### Section 5.

The Board hereby declares that it has found and determined each of the following:

(a.) The public interest and necessity require the proposed Project;

(b.) The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

(c.) The Property Interests sought to be acquired, which have been described herein, are necessary for the proposed Project;

(d.) The offer required by Section 7267.2 of the Government Code has been made to the Owner; and

(e.) Environmental review consistent with the California Environmental Quality Act (CEQA) for the Project has been previously certified by this Board.

#### Section 6.

Pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property Interests are already devoted to a public use, the use to which the Property Interests are to be put is a more necessary public use than the use to which the Property Interests are already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property Interests are already devoted.

#### Section 7.

That notice of intention to adopt this resolution was given by first class mail to each person whose Property Interest is to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Board on the matters contained herein.

#### Section 8.

Legal Counsel is hereby authorized and directed to take all steps necessary to commence legal proceedings, in a court of competent jurisdiction, to acquire the Property Interests described above by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of said Property Interests in accordance with the provisions of the eminent domain law and is directed that the total sum of probable just compensation be deposited with the State Treasurer or the Clerk of the

Superior Court. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property Interests, and, with the concurrence and approval of LACMTA Staff, to make minor adjustments to the scope and descriptions of easements or other Property Interests to be acquired in order to ameliorate any claims for severance damages.

Counsel is further authorized to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary actions to complete the acquisition, including stipulations as to judgment and other matters, and causing all payments to be made. If settlement cannot be reached, Counsel is authorized to proceed to resolve the proceedings by means of jury trial. Counsel is further authorized to associate with, at its election, a private law firm for the preparation and prosecution of said proceedings.

#### Section 9.

If, after adoption of this Resolution, LACMTA acquires all or any of the Property Interests by negotiated acquisition without the commencement of an eminent domain proceeding authorized by this Resolution, then, upon the execution and delivery of the instrument(s) transferring interest in all or any of the Property Interests to LACMTA, this Resolution as to those Property Interests so acquired shall be automatically rescinded and extinguished, without further notice or additional action by this Board.

I, COLLETTE LANGSTON, Board Clerk of the Los Angeles County Metropolitan Transportation Authority, do hereby certify that the foregoing Resolution was duly and regularly adopted by a vote of two-thirds of all the members of the Board of the Metropolitan Transportation Authority at a meeting held on the 27th day of June, 2024.

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COLLETTE LANGSTON  
LACMTA Board Clerk

#### **ATTACHMENTS**

**Exhibit A – Permanent Easements**

**Exhibit B – Temporary Easements**

## EXHIBIT A

### PERMANENT EASEMENTS (10900 Wilshire Boulevard)

1. **Restrictions and Covenants Running with the Land.** The Grantor Property, commonly referred to as 10900 Wilshire Boulevard, Los Angeles, CA (APN: 4324-001-031) shall be held, improved, developed, sold, conveyed, hypothecated, encumbered, leased, rented, used, operated, and occupied subject to the conditions, restrictions, covenants, easements, and agreements set forth herein (“**Restrictions**”), all of which are for the purposes of promoting the safe construction, operation, maintenance, repair, and replacement of LACMTA’s Westwood/UCLA Station (the “**Station**”) and all of the improvements constructed by or on behalf of LACMTA in, on, or under the Exclusive Easement Areas, including utilities, Station appendages, hardscaping, landscaping, and signage and all improvements necessary to access and operate the Station (“**Transit Improvements**”). These Restrictions, and the Permanent Easements contained herein, shall be Recorded in the Official Records of the County of Los Angeles against the Grantor Property. All of the Restrictions (a) are imposed as covenants and equitable servitudes upon the Grantor Property, or the applicable portions thereof, as so indicated; (b) shall run with the land; and (c) shall be binding upon and inure to the benefit of any Person hereafter acquiring any right, title, or interest in the Grantor Property and any part thereof or any buildings thereon, and any Person acquiring any right, title, or interest in the Station, and upon their respective successors and assigns. The owner or owners of the Grantor Property shall be referred to as “Grantor” herein.

2. **Easements Acquired.** LACMTA and its Permittees, successors and assigns shall have the easements described in Sections 2.1, 2.2, and 2.3 below (collectively, the “**Easements**”), each of which burdens the Grantor Property and each of which is an irrevocable, perpetual easement (except as otherwise expressly provided herein) appurtenant to and benefitting the Station:

2.1. An exclusive subsurface easement (the “**Underground Station Easement**”) in, on, under, across, and through the area legally described on Exhibit B-1 and depicted as “W-5004-1” on Exhibit B-2 (the “**Underground Station Easement Area**”), consisting of an area that is approximately 1,181 square feet, with an upper elevation limit of 301 feet above mean sea level (“amsl”) (ground level) and a lower elevation limit of 185 feet amsl, for the purposes of (a) constructing, maintaining, repairing, operating, replacing, reconstructing, relocating, removing, using, and occupying Transit Improvements related to the Station, and all incidental uses related thereto, including rights-of-way for public access in, through, to, and from the Station, and (b) ingress and egress by LACMTA and its Permittees to and from the Underground Station and the Station Entrance, and all incidental uses related thereto.

2.2. An exclusive surface easement (the “**Station Entrance Easement**”) and, together with the Underground Station Easement, the “**Exclusive Easements**”) in, on, over, across, and through the area legally described on Exhibit C-1 and depicted as “W-5004” on Exhibit C-2 (the “**Station Entrance Easement Area**”) and, together with the

Underground Station Easement Area the “**Exclusive Easement Areas**”), consisting of an area that is approximately 600 square feet, with an upper elevation limit of 332 feet amsl (approximately 30 feet above the Station Entrance) in the permanent condition and a lower elevation limit of 301 feet amsl (ground level) in the permanent condition, for the purposes of (a) constructing, maintaining, repairing, operating, replacing, reconstructing, revising, relocating, removing, using, and occupying the Transit Improvements related to the Station Entrance or such other systems and utilities required for the operation of mass transit facilities, and all incidental uses related thereto, and (b) ingress and egress by LACMTA and its Permittees to and from the Station and the public right-of-way of Wilshire Boulevard and all incidental uses related thereto.

2.3. Commencing upon substantial completion of the Station, a non-exclusive surface easement (the “**Maintenance Easement**” and, together with the Exclusive Easements, the “**Easements**”) in, on, over, across, and through the area legally described on Exhibit D-1 and depicted as “W-5004-4” on Exhibit D-2 (the “**Maintenance Easement Area**” and, together with the Exclusive Easement Areas, the “**Easement Areas**”), consisting of an area that is approximately 171 square feet, with a lower elevation limit of 304 feet amsl at the Grantor’s plaza surface level and an upper elevation limit of 332 feet amsl matching the top of the adjacent LACMTA easement on parcel W-5004, to perform routine and emergency maintenance, repairs, replacements, and inspections of the Transit Improvements in the Station Easement Area. At all times, the Maintenance Easement will allow for unobstructed surface level access for ongoing inspection, maintenance, and repair of the Transit Improvements located on the Station Easement Area. LACMTA shall provide Grantor one (1) business days’ notice (which may be via electronic mail) before accessing the Maintenance Easement Area, which access Grantor shall reasonably accommodate; provided, however, in the event of an Emergency creating an imminent threat to person or property, LACMTA may access the Maintenance Easement Area without one (1) business day’s prior notice, provided that LACMTA shall provide Grantor telephonic or email notice of the access and need therefor as soon as reasonably possible. The Maintenance Easement Area will be finished as conforming to ADA requirements as an egress path and may be altered by Grantor from time to time, so long as any such alterations result in a pathway in continued compliance with ADA requirements. During any such Grantor alterations, alternative means of access, consistent with ADA requirements, must be provided by Grantor to LACMTA so that LACMTA’s ability to inspect, maintain, and repair the Transit Improvements is not delayed or impeded.

3. **Term of Easements**. The term of the Easements granted in Section 2 shall be in perpetuity.

4. **Construction Rights**. During construction of the Station, LACMTA shall have the rights to use the Easement Areas for the purposes set forth in that certain Construction Rights Agreement (10900 Wilshire) dated June 29, 2023 by and between LACMTA and 10900 Wilshire, LLC (the “**Construction Rights Agreement**”), with a Memorandum of the Construction Rights Agreement to be recorded in the Official Records of the County of Los Angeles, in addition to the rights set forth in this Agreement.

Such construction rights shall terminate upon the expiration or earlier termination of the Construction Rights Agreement.

5. **Operation, Maintenance, Repair, and Replacement Rights.** After the Transit Improvements are constructed, ownership, operation, maintenance, and repair responsibilities shall be as follows:

5.1. **Ownership.** All Transit Improvements shall be owned by LACMTA.

5.2. **Maintenance.**

5.2.1. **General Maintenance.** LACMTA shall be responsible, at its sole cost and expense, for the maintenance, repair, and replacement of all the Transit Improvements and the Exclusive Easement Areas in accordance with the LACMTA Standard, and in compliance with all applicable Legal Requirements, except for (a) any Grantor materials or equipment located in the Exclusive Easement Areas, which shall be maintained, repaired, and replaced by Grantor in good working order and clean condition, or (b) damage caused by Grantor or any Grantor Parties. LACMTA shall be responsible, at its sole cost and expense, for repair of any Grantor materials in the Maintenance Easement Area damaged by LACMTA. As used herein, the "LACMTA Standard" shall mean a standard of maintenance, operation, and repair consistent with the means, methods, and policies that LACMTA uses throughout the Metro Transit system, which currently include daily janitorial cleanups, daily inspection for and removal of graffiti, and timely working in accordance with law to prevent encampments. Grantor shall, in all events, be solely responsible for the upkeep and maintenance of all other portions of the Grantor Property, except for any damage caused by LACMTA or LACMTA Parties.

5.2.2. **Grantor Maintenance Rights and Obligations.**

a. **Immediate Threat Emergencies.** For a condition that occurs on the Easement Areas which causes an immediate threat to public health or safety and which concerns Grantor ("**Immediate Threat Emergency**"), Grantor may call 911 for emergency responder assistance and/or may immediately undertake such measures as are reasonably necessary to remedy the Immediate Threat Emergency, provided that Grantor (1) acts in good faith; and (2) uses its commercial reasonable efforts to remedy the Immediate Threat Emergency. Grantor will notify LACMTA's authorized representative as soon as reasonably practicable of the Immediate Threat Emergency and any measures taken by Grantor to remedy the Immediate Threat Emergency. LACMTA shall reimburse Grantor for the costs incurred to address and remedy the Immediate Threat Emergency.

b. **Immediate Visual Appearance Concerns.** For a condition that occurs on the Easement Areas that causes an immediate visual appearance concern for Grantor (e.g., graffiti) ("**Immediate Visual Appearance Condition**"), Grantor will notify LACMTA's authorized representative. Grantor will provide LACMTA a reasonable period of time, not to exceed 24 hours from receipt of Grantor's notification of the Immediate Visual Appearance Condition, to address and correct the

Immediate Visual Appearance Condition. If LACMTA does not do so within 24 hours from receipt of Grantor's notification of the Immediate Visual Appearance Condition, Grantor may undertake such measures as are reasonably necessary to remedy the Immediate Visual Appearance Condition, provided that Grantor (1) acts in good faith; and (2) uses commercially reasonable efforts to remedy the Immediate Visual Appearance Condition. LACMTA shall reimburse Grantor for the reasonable costs incurred to address and correct the Immediate Visual Appearance Condition.

c. General Maintenance Concerns. For a condition that occurs on the Easement Areas that causes concerns about cleanliness, health, or safety but which does not rise to the level of an Immediate Threat Emergency nor an Immediate Visual Appearance Condition (“**General Maintenance Condition**”), Grantor may notify LACMTA by emailing LACMTA’s Facilities Maintenance help desk at MEhelpdesk@metro.net or telephoning (213) 922-6614. If LACMTA does not address and correct the General Maintenance Condition within 2 weeks from receipt of Grantor's notification of the General Maintenance Condition, Grantor may undertake such measures as are reasonably necessary to remedy the General Maintenance Condition, provided that Grantor (1) acts in good faith; and (2) uses commercially reasonable efforts to remedy the General Maintenance Condition. Grantor may undertake measures to address and correct the General Maintenance Condition if LACMTA does not do so within 2 weeks of the email notice with the understanding that Grantor may seek reimbursement from LACMTA for reasonable costs incurred. LACMTA and Grantor shall meet and confer in good faith regarding reimbursement of such costs incurred by Grantor to address and correct the General Maintenance Condition. If the parties do not reach a resolution on reimbursement, Grantor may file an action against LACMTA to recover such reasonable costs.

d. Grantor Maintenance Activities and Notice to LACMTA. In the event Grantor deems it necessary to perform work to an improvement on Grantor’s Property utilizing heavy equipment that may impact the public right of way, including air space, adjacent to the Easement Areas, or scaffolding on any building adjacent to the Easement Areas (collectively, “**Material Maintenance**”), Grantor shall provide forty five (45) days’ notice and a description of the intended activities to LACMTA by emailing LACMTA’s Development Review Team at devreview@metro.net or telephoning (213) 418-3484 to allow LACMTA to determine whether the intended Material Maintenance poses any Safety Threat to LACMTA employees, patrons, the Easement Areas or the Transit Improvements. If LACMTA deems the proposed Material Maintenance to be an unacceptable Safety Threat, then Grantor and LACMTA shall promptly meet and confer to determine whether mitigation measures may be employed to remove the Safety Threat. In the event Grantor is unwilling or unable to remove the Safety Threat, then LACMTA may pursue any and all administrative, legal, equitable or contractual remedies available to it. All Material Maintenance shall be performed in a good and workmanlike manner so as not to adversely affect or materially impair any Development-Related Concerns.

e. Change of Contact Information. LACMTA reserves the right to change the contact information listed in this Section 5.2.2 by delivering written notice thereof to Grantor.



### 5.3 **Operations.**

5.3.1 **LACMTA Discretion over Operations.** LACMTA shall be responsible, at its sole cost and expense, for the operation of all of the Transit Improvements and the Exclusive Easement Areas in accordance with the LACMTA Standard, and in compliance with all Legal Requirements, except for any Grantor materials or equipment located therein which shall be the responsibility of Grantor. Notwithstanding the foregoing, or anything to the contrary in this Agreement, LACMTA may, in its sole and absolute discretion, determine the level of service, if any, needed at the Station (including the ability to lessen, terminate, or increase frequency of service at the Station or in the surrounding public right-of-way consistent with the actions and activities included in the construction and use of the Project in the manner proposed, and reasonable extensions thereof as authorized by existing law. LACMTA shall have no liability whatsoever related directly or indirectly to any increase, decrease, or termination of the usage of the Station and/or the frequency of service at the Station consistent with the actions and activities included in the construction and use of the Project in the manner proposed, and reasonable extensions thereof as authorized by existing law. LACMTA and its Permittees shall be permitted access in, on, under, over, across, and through the Exclusive Easement Areas twenty-four (24) hours per day, seven (7) days per week.

5.3.2 **Increased/Decreased Use of Easements.** Grantor hereby acknowledges and agrees that while the Easements are limited in physical location, size, and dimensions, the intensity and timing of use of the Easements for the benefit of LACMTA and its Permittees may increase or decrease over time within the area of the Easements as the use of the Station, Transit Improvements, and related transit activities on or adjacent to the Station and within the Easements increases or decreases. LACMTA shall have the right to increase or decrease use of the Easements consistent with the actions and activities included in the Project in the manner proposed, and reasonable extensions thereof as authorized by existing law. Grantor hereby acknowledges and agrees that reasonable extensions of LACMTA's use of the Easements consistent with the actions and activities in the use of the Project in the manner proposed, as authorized by existing law, are encompassed within the rights, duties, and obligations associated with the Easements. Grantor reserves the right to seek compensation from LACMTA for uses of the Easements that are inconsistent with the actions and activities in the construction and use of the Project in the manner proposed and/or that exceed the scope of the construction and use of the Project in the manner proposed, and uses and extensions of the Easements that are not authorized by existing law.

5.3.3 **Utilities.** Utilities serving the Transit Improvements shall be separately metered at LACMTA's sole cost. LACMTA shall be responsible for all charges for utilities serving the Transit Improvements

5.3.4 **Emergency Work.** Notwithstanding any other notice requirement contained in this Agreement, in the event of an Emergency that affects the Easement Areas, either Party may undertake such measures reasonably necessary to remedy the Emergency ("**Emergency Work**"), provided that such Party acts in good faith, gives notice telephonic or electronic mail thereof to the other Party upon the occurrence

of the Emergency or as soon thereafter as reasonably possible, uses its best efforts to remedy the Emergency immediately, and otherwise conforms, to the extent practicable, to the applicable provisions of this Agreement.

5.4 **Compliance with Legal Requirements.** LACMTA, in the use, occupation, control, and enjoyment of the Easement Areas and the Transit Improvements, shall comply with all applicable Legal Requirements, including requirements governing the conduct of any business therein or the construction, alteration, repair, maintenance, or demolition of the Transit Improvements, and shall not act in a manner that would directly cause any portion of the Grantor Property to be in violation of any Legal Requirements.

5.5. **No Public Dedications.** No easement or other right granted in this Agreement is intended to, nor shall it, constitute a dedication to the public of any property on the Grantor Property or create any public right-of-way thereon, unless specifically provided for in this Agreement or agreed to in writing by Grantor (in its sole discretion) with respect to the Grantor Property.

5.6 **Transit Signage.** In the Exclusive Easement Areas, LACMTA may install signage designed, manufactured, and operated in accordance with LACMTA's system-wide signage policies as long as signage in the Exclusive Easement Areas does not unreasonably block views of signage on the Grantor Property and/or Grantor Building. Such signage may include station and transit mapping, printed and digital images, and commercial and non-commercial advertising; provided, however, upon Grantor's written request, LACMTA shall exclude advertising for competitors of Grantor's tenants of the Grantor Building. Grantor may request such exclusions from time to time by notifying LACMTA in writing of the name and type of business of the tenant to be protected from competitive advertising. The Parties shall meet and confer to clarify any questions LACMTA has about the information in Grantor's written notice. Approximately 30 days after the later of receipt of Grantor's written notice or the Parties' resolution of LACMTA's questions or concern, LACMTA shall commence excluding advertising for competing tenants.

6. **Enforceability; No Abandonment.** The Easements and Restrictions contained herein shall be enforceable equitable servitudes upon the Grantor Property and shall be binding on Grantor and its successors and assigns. In addition, the terms, conditions, and restrictions set forth herein shall be binding upon LACMTA and its successors and assigns.

7. **Non-Interference by Grantor; Coordination with LACMTA.**

7.1. **Non-Interference.** Grantor will not engage in any construction activities, nor construct, or permit any other person to construct, any improvements on the Grantor Property that would pose a Safety Threat. While planning for construction activities within one hundred (100) feet of the Exclusive Easement Areas, Grantor shall include and incorporate the applicable design guidelines and parameters addressed in (a) the Metro Adjacent Development Handbook or substitute policy or document which

may be adopted by LACMTA in the future (the “**Adjacent Development Handbook**”) <sup>1</sup> and (b) the Metro Design Criteria and Standards Adjacent Construction Design Manual or substitute policy or document which may be adopted by LACMTA in the future (the “**Adjacent Construction Manual**”) <sup>2</sup>

7.2 **Design Notice to LACMTA.** If Grantor should contemplate any Material Construction Work on Grantor’s Property, Grantor shall provide to LACMTA, at the Schematic Design Drawings phase of planning and review, such designs, plans and/or narrative description(s) of the Material Construction Work on the Grantor Property so as to permit LACMTA to determine whether the Material Construction Work would pose a Safety Threat and/or is consistent with the Adjacent Development Handbook and the Adjacent Construction Manual. If any portion of the Material Construction Work does not require or necessitate Schematic Design Drawings, then Grantor shall provide to LACMTA such designs, plans and/or narrative description(s) of the Material Construction Work that have been prepared at least 90 days before any such Material Construction Work is undertaken. LACMTA shall have the right to establish, at Grantor’s cost and expense, reasonable conditions for Material Construction Work as may be necessary to ensure the continued safety and integrity of the Exclusive Easement Areas during construction.

7.2.1 **Design Meet and Confer.** If after review and consideration of the designs, plans and/or narrative description of the Material Construction Work LACMTA determines that the proposed Material Construction Work will pose a Safety Threat and/or is inconsistent with the Adjacent Development Handbook and/or the Adjacent Construction Manual (“Adverse Determination”), then LACMTA will advise Grantor of the Adverse Determination and request that Grantor change, modify or mitigate its Material Construction Work design so as to not pose a Safety Threat or be inconsistent with the Adjacent Development Handbook and the Adjacent Construction Manual. Promptly after LACMTA advises Grantor of any Adverse Determination, Grantor and LACMTA shall meet and confer with regard to the Adverse Determination and work in good faith to ameliorate or mitigate the Material Construction Work so as to not pose a Safety Threat or be inconsistent with the Adjacent Development Handbook or the Adjacent Construction Manual. If LACMTA and Grantor are unable to resolve LACMTA’s Adverse Determination after the meet and confer, then LACMTA may employ such administrative, legal, equitable and/or contractual rights it may have relative to the Material Construction Work. In the event that LACMTA reasonably believes that construction activities pose an imminent Safety Threat, LACMTA shall notify Grantor of such belief and Grantor shall meet and confer with LACMTA to resolve the concern.

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1 The most current version of the Adjacent Development Handbook as of the date of this Agreement can be viewed at:

<https://www.dropbox.com/s/tbjq4vfnxdzaj0s/2021-Adjacent-Development-Review-Handbook.pdf?e=3&dl=0>

2 The most current version of the Adjacent Construction Manual as of the date of this Agreement can be viewed at:

<https://www.dropbox.com/s/aqbnt1cw2w56zck/2018-Adjacent-Construction-Design-Manual.pdf?e=2&dl=0>

7.2.2 **Continued Design Review.** If upon review and consideration of Grantor's designs, plans and/or narrative description for any Material Construction Work LACMTA determines that the Material Construction Work, as designed, will not pose a Safety Threat and is consistent with the Adjacent Development Handbook and the Adjacent Construction Manual, then LACMTA and Grantor shall thereafter periodically meet and confer concerning the designs and plans for the Material Construction Work to assure that when Grantor is ready to apply for any building permit from the City of Los Angeles Grantor's Material Construction Work will not pose a Safety Threat or be inconsistent with the Adjacent Development Handbook and the Adjacent Construction Manual.

7.2.3 **Nonliability of LACMTA.** Except as otherwise expressly set forth in this Agreement, the review by LACMTA of any Plans and Specifications is for LACMTA's benefit only, and LACMTA's determinations concerning any such Plans and Specifications (a) is given solely as an expression of LACMTA's lack of objection to any Plans and Specifications, or any action for which LACMTA's review is sought, and shall under no circumstance be deemed or construed to constitute (i) LACMTA's endorsement of the Material Construction Work, (ii) a professional opinion by LACMTA regarding the effect, safety, legality, or construction worthiness of any improvement or work conducted in accordance with such Plans and Specifications, or (iii) LACMTA's acceptance or assumption of any liability arising from such Plans and Specifications. LACMTA's approval of any Plans and Specifications (a) shall impose no liability on LACMTA, (b) shall not constitute a representation or warranty by LACMTA, express or implied, including without limitation any representation or warranty that such Plans and Specifications are complete or accurate, or that such Plans and Specifications comply with Legal Requirement, and (c) shall not in any way relieve Grantor of its obligation to prepare the Plans and Specifications and perform its work in accordance with Legal Requirement.

8. **Mechanics Liens.** LACMTA and Grantor shall promptly pay when due all claims for labor, materials, and equipment alleged to have been furnished to or for such Party with respect to any work or activity in the Easement Areas, and shall remove of Record within thirty (30) days after written request by the other Party any mechanics' lien, stop notice, or other claim of lien that may be filed or asserted against the Easement Areas in connection with such work or activity. In addition, LACMTA shall remove of Record by bonding or otherwise within thirty (30) days after written request by Grantor any mechanics' lien, stop notice, or other claim of lien that may be filed or asserted against the Grantor Property in connection with any work or activity performed by LACMTA or at LACMTA's direction. Each Party shall be entitled to contest any such claim of lien by proper proceedings, so long as such lien is removed of record at least thirty (30) days prior to any potential forfeiture.

9. **Indemnities and Environmental Conditions.**

9.1. **LACMTA Indemnification.** LACMTA shall indemnify, defend, and hold harmless Grantor and the Grantor Related Parties from and against all Claims and Losses caused by or arising directly or indirectly from (a) any gross negligence or willful

misconduct of LACMTA in connection with the use by LACMTA or the LACMTA Parties of the Easement Areas, (b) a breach of any LACMTA obligation under this Agreement, or (c) the performance of any work by LACMTA or the LACMTA Parties in the Easement Areas. Notwithstanding the foregoing, LACMTA shall not be liable to Grantor or the Grantor Related Parties, nor shall the above indemnity apply, for any Claims or Losses to the extent that such Claim or Loss (1) is caused by the negligence or willful misconduct of Grantor or any such Grantor Related Parties, or (2) a breach of any Grantor obligation as contained herein.

9.2. **Hazardous Substances Covenants and Indemnity.** LACMTA shall not use any part of the Easement Areas for the storage, use, treatment, manufacture, or sale of Hazardous Substances, nor shall LACMTA knowingly permit any LACMTA Party or entity to use any part of the Easement Areas for such purposes. LACMTA shall immediately notify Grantor of any written notice it receives concerning the presence of or a release of Hazardous Substances on the Easement Areas in violation of Environmental Laws. After receipt of any such violation notice, LACMTA shall promptly commence and diligently complete all actions are necessary to comply with the applicable requirements of Environmental Laws, including, if necessary, conducting an investigation concerning, testing of, or remediation to the Easement Areas. LACMTA shall indemnify, defend, protect, and hold harmless Grantor and the Grantor Parties from and against any Claims arising from a release of Hazardous Materials onto the Easement Areas or Grantor Property, which is caused by LACMTA, a LACMTA Related Party, or other person acting on the direction of LACMTA.

9.3 **Responsibilities for Environmental Conditions.** As of June 27, 2024, there are no known Environmental Conditions affecting or addressing the Exclusive Easement Areas. Grantor shall be solely responsible for any Environmental Conditions relating to Hazardous Substances released from the Exclusive Easement Areas at any time before June 27, 2024. LACMTA shall be solely responsible for any Environmental Conditions relating to Hazardous Substances released from the Permanent Easements at any time after June 27, 2024. LACMTA shall also be responsible for Environmental Conditions relating to Hazardous Substances released from the Permanent Easements before June 27, 2024 when the release is accelerated or aggravated by LACMTA's sole actions in construction of the Project. If there are Environmental Conditions in which the time Hazardous Substances released from the Permanent Easements cannot be determined, or Hazardous Substances were released from another property and affect the Permanent Easements, then LACMTA and Grantor shall be equally responsible for the Environmental Conditions, and shall work cooperatively to assess and resolve any liability that may be designated to the Permanent Easements. Grantor shall be solely responsible for Environmental Conditions relating to Hazardous Substances released from, or solely affecting, Grantor's Remaining Property at any time. The term "**Grantor's Remaining Property**" as used in this document shall mean the real property owned by Grantor that does not include the Permanent Easements.

10. **Transit Station Proximity.**

10.1 **Transit Station Proximity Activities.** Grantor acknowledges that the Grantor Property is adjacent or proximate to Public Transit Facilities and operations of LACMTA and public and private transit lines on, over, or under the Station. Grantor is advised that the Station may be used as a point of interconnection for the operation of bus service, any subway or other public or private transit lines, and/or other public or private transit service in, on, over, under, or adjacent to the Station. Grantor is further advised that Station patrons and visitors may from time to time utilize bicycles, scooters, and other forms of personal transportation devices to access the Station.

10.2 **LACMTA.** The term “LACMTA” as used in this Section 10 shall include: (a) any transit company validly operating public or private transit lines on, over, or under the public streets, sidewalks, or rights-of-way surrounding the Station or within or in proximity to the Station or which operates or maintains the Public Transit Facilities; (b) any other Persons employed, retained, or engaged by LACMTA for that purpose, or for the purpose of maintaining, repairing, restoring, or reconstructing the Station or Public Transit Facilities; and (c) LACMTA’s successors and assigns.

11. **Insurance.**

11.1 **LACMTA.**

11.1.1 **Required Coverages.** Following the Effective Date, LACMTA shall obtain and keep in full force and effect at all times the following insurance coverage for the Easement Areas and the Transit Improvements thereon, which insurance shall be the primary insurance as to all claims thereunder and provide that any insurance carried by Grantor is excess and is non-contributing with any insurance requirement of LACMTA (including any such insurance self-insured by LACMTA pursuant to Section 11.1.2):

a. **Commercial General Liability Insurance.** A policy of commercial general liability coverage, on standard Insurance Services Office (“ISO”) occurrence form CG 00 01 or equivalent, having a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate limit of not less than Two Million Dollars (\$2,000,000). Such commercial general liability insurance shall provide coverage for, among other things: blanket contractual liability; premises operations; bodily injury, including death; property damage; personal injury; and products, product liability, and completed operations. Such commercial general liability insurance shall delete (i) any exclusion for operations within fifty (50) feet of a railroad track (railroad protective liability), and (ii) any exclusion for explosion, collapse or underground hazard, if applicable. If any portion of the required commercial general liability insurance coverage is in the form of a “claims-made” rather than an “occurrence” policy, “tail” coverage for five years must be purchased with limits equal to the claims-made policy.

b. **Excess Liability Insurance.** A policy of excess liability coverage with annual coverage limits which, when added to the annual aggregate

limit of the coverage carried pursuant to Sections 11.1.1.a, 11.1.1.c, and 11.1.1.d, is not less than Twenty Million Dollars (\$20,000,000) on a following form basis. The insurance required under this Section 11.1.1.b may be satisfied by a combination of following form excess liability and/or umbrella liability insurance policies which coverage shall be layered, with coverage dropping down and being provided by each subsequent layer, as coverage under prior layers is exhausted; provided that such layered coverage shall not result in any coverage gaps and further provided that such coverage meets all of the requirements set forth in this Section 11.1 that are applicable to such coverage.

c. **Workers' Compensation and Employer's Liability Insurance.** A policy of workers' compensation insurance having limits not less than those required by applicable Legal Requirements, and covering all Persons employed by LACMTA or its property manager that provide work or services in the Easement Areas, together with employer's liability insurance coverage in the amount of at least One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

d. **Property Insurance.** An "all risk" policy of insurance or equivalent covering the Easement Areas, including all Transit Improvements therein and thereon, and all fixtures and personal property owned by LACMTA situated upon the Easement Areas, and/or used in the operation or maintenance thereof, in an amount equal to the full replacement cost of such property (including costs attributable to changes in building laws), without deduction for depreciation, with such reasonable deductible amounts as may be customary from time to time in connection with facilities similar to the Station. Such "all risk" policy of insurance or equivalent shall insure against all risks, including loss or damage by (a) flood (unless such coverage is waived by all of the other Parties or is not available at commercially reasonable rates), and (b) fire, windstorm, aircraft, vehicle, smoke damage, water damage, sprinkler leakage, riot, civil commotion and terrorist actions. Such insurance policy shall contain appropriate provisions (whether by endorsement or otherwise) that waive any right of subrogation by the insurance carrier against Grantor and the Grantor Parties for any loss or damage to the Station and/or Transit Improvements in or on the Easement Areas, and, to the extent covered by the insurance required to be carried by LACMTA under this Section 11.1.1.d (whether LACMTA self-insures such insurance pursuant to Section 11.1.2), LACMTA hereby waives any Claims against Grantor and the Grantor Parties for any loss or damage to the Station and/or the Transit Improvements resulting from any cause except for such losses or damages caused by the gross negligence or wrongful misconduct of Grantor or the Grantor Parties.

11.1.2 **Self-Insurance.** Notwithstanding anything in Section 11.1.1 to the contrary, LACMTA may self-insure with respect to all or any portion of the insurance requirements in Section 11.1.1, as long as such self-insurance shall provide Grantor with the same protection as if LACMTA had obtained the coverage from a third party carrier (i.e., such self-insurance shall be deemed to contain all of the terms and conditions applicable to the insurance as required in Section 11.1.1), and (a) LACMTA hereby waives any right it may have against Grantor and the Grantor Related Parties with respect to any damage or loss so self-insured, with deemed full waiver of subrogation, and (b) LACMTA shall not be relieved from its indemnification obligations in this Agreement.

It is expressly understood that the self-insurance permitted above does not relieve LACMTA of its statutory obligations under Workers' Compensation laws.

11.1.3 **LACMTA Agents**. All subcontractors, laborers, materialmen, and suppliers used by LACMTA to perform any work in the Easement Areas shall carry "Builder's All Risk" insurance in an amount reasonably approved by Grantor covering the performance of such work.

11.2 **Grantor Insurance**. If and to the extent that Grantor or its agents, employees, or contractors conduct any activities in or on the Easement Areas, Grantor shall carry (with respect to Grantor and its employees) and require its agents and contractors to carry (with respect to such agents and contractors) such insurance as indicated in Sections 11.1.a through 11.1.d. The insurance policies maintained by Grantor under Section 11.1.c (Workers' Compensation and Employer's Liability Insurance) and 11.1.d (Property Insurance) of this Agreement shall be endorsed to waive any right of subrogation by the insurance carrier against LACMTA and the LACMTA Related Parties for any loss or damage to the Station or Transit Improvements in the Easement Areas, and Grantor hereby waives any claim against LACMTA and the LACMTA Parties for any loss or damage to the Transit Improvements resulting from any cause to the extent covered by the insurance required to be carried by Grantor under Sections 11.1.c and 11.1.d of this Agreement.

### 11.3 **General Requirements**.

11.3.1 **Insurance Companies**. Except for self-insurance provided in accordance with this Section 11, all insurance required to be maintained pursuant to this Section 11 shall be written by companies licensed to do business in California and having a "General Policyholders Rating" of at least A-VII as set forth in the most current issue of "Best's Insurance Guide" or as otherwise acceptable to the other Party.

11.3.2 **Certificates of Insurance**. Each Party shall deliver to the other Party certificates of insurance with original endorsements on forms reasonably acceptable to the other Party evidencing all coverages required by this Section 11. The certificates and endorsements of each insurance policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. Each Party shall furnish the other Party with certificates of renewal or "binders" thereof at least ten (10) days prior to expiration of the policy, but in all events prior to expiration. Each certificate shall expressly provide that such policies shall not be cancelable or otherwise subject to modification except after thirty (30) days' prior written notice to each Party named as additional insureds thereunder (except in the case of cancellation for nonpayment of premium in which case cancellation shall not take effect until at least ten (10) days after written notice has been given to each additional insured); to the extent a Party's insurance policy containing this notice requirement is not obtainable, such Party shall notify the other Party promptly after it receives notice of such modification or cancellation from the insurer. In lieu of a certificate of insurance, LACMTA may provide evidence through a letter of self-insurance on organizational letterhead if LACMTA self-insures any such insurance coverage pursuant to Section 11.1.2 above.



11.3.3 **Additional Insureds.** Each Party shall be named as an additional insured under the other Party's Commercial General Liability Insurance policy. Each such policy shall provide for severability of interest and cross-liability coverage.

11.3.4 **Notification of Incidents.** Each Party (the "**Notifying Party**") will notify the other Party, in writing, of the occurrence of any accidents or incidents in connection with an Easement Area which could give rise to a claim under any of the insurance policies required under this Section 15 promptly after the Notifying Party obtains knowledge of the same.

11.3.5 **Blanket Policies; Compliance.** The insurance described in Sections 11.1 and 11.2 may be carried under a policy or policies covering other liabilities and locations of a property manager, LACMTA, or Grantor, as the case may be, and/or, with respect to LACMTA, may be satisfied in whole or in part under any plan of self-insurance permitted under Section 11.1.2 above. Each Party shall use commercially reasonable efforts to comply with the requirements of any insurance carrier providing insurance called for under this Agreement.

12. **Damage to or Destruction of the Transit Improvements.** If any of the Transit Improvements are damaged or destroyed (a "**Casualty**"), then, at LACMTA's sole discretion, LACMTA may cause the Transit Improvements to be repaired, restored, or replaced, as applicable. No damage to, or destruction of, the Transit Improvements shall cause a termination of these Easements. Notwithstanding any provision contained herein to the contrary, in the event of any Casualty, LACMTA shall not be required to resume operation of the rail service to the Station, whether or not the Public Transit Facilities are repaired, rebuilt, or restored.

13. **Termination.**

13.1 **Termination Events.** The Easements described herein shall terminate on the occurrence of any of the following:

13.1.1 LACMTA and Grantor mutually agree to terminate the Easements in writing;

13.1.2 LACMTA (or any of its successors or assigns) provides written notice to Grantor that LACMTA will, with respect to all or any portion of the Easement Areas, no longer operate the Station or intends to reconfigure the Station so that access to the Station requiring the Easements granted herein is no longer practicable (in LACMTA's sole determination); or

13.1.3 LACMTA (or any of its successors or assigns) provides written notice to Grantor that LACMTA will no longer require the use of a portion of the Easement Areas and LACMTA intends to relinquish the Easement or Easements with respect to such portion of the Easement Areas. Any notice given under this subsection shall contain a legal description of the area to be relinquished.

13.2 **Instrument Reflecting Termination.** Upon termination of the Easements, or termination of a portion of the Easements, LACMTA and Grantor shall execute and cause to be Recorded an instrument terminating the relinquished Easement or Easements, and modifying the remaining Easements to reflect such partial termination (including modifications of the boundaries of the Easement Areas to remove the relinquished Easement Area), as applicable.

14. **Default and Remedies.**

14.1 **Definition of Default.** A Party's failure, in whole or in part, to perform any obligation, term, covenant, or condition of this Agreement shall be a breach of this Agreement. Such breach shall become a "**Default**" if (a) the breach can reasonably be cured within thirty (30) days after a Party in breach receives notice from a non-breaching Party respecting the breach ("**Notice of Breach**"), and the breach is not cured within the thirty (30) day period or (b) if the breach cannot reasonably be cured within the thirty (30) day period, and the Party in breach fails to commence to cure the Breach promptly upon receipt of the Notice of Breach, or thereafter fails to make diligent and reasonable efforts to cure the Breach to completion.

14.2 **Grantor Remedies.** Without limiting any other remedy provided for under this Agreement, upon the occurrence of a Default by LACMTA, Grantor's remedies will be:

14.2.1 to commence an action at equity seeking a writ of mandamus in a court of competent jurisdiction to compel LACMTA to perform its obligations under this Agreement; or

14.2.2 to commence an action at law seeking damages for breach of contract.

14.3 **LACMTA Remedies.** Without limiting any other remedy provided for under this Agreement, upon the occurrence of a Default by Grantor, LACMTA's remedies will be:

14.3.1 to commence an action for specific performance in a court of competent jurisdiction; or

14.3.2 to use self-help to cure the Default if and only if such Default impacts (a) the health safety of LACMTA's Permittees or (b) the structural integrity of Public Transit Facilities; any and all reasonable, out-of-pocket costs and expenses to cure a Default that are incurred by LACMTA in effectuating such cure shall be paid by Grantor within thirty (30) days after submission of invoices by LACMTA to Grantor.

14.4 **No Termination.** Notwithstanding anything contained or implied in this Agreement to the contrary, in no event shall the remedies available hereunder for a Default include termination of the Easements.

14.5 **Cumulative Remedies.** Each remedy provided for in this document shall be cumulative and not exclusive.

15. **Definitions.** The capitalized terms in this document shall have the meaning as set forth in the context in which they first appear, or if the meaning is not set forth in the context of the document, shall have the following meanings:

15.1 **“Agreement”** shall mean this document describing, among other things, the rights, duties and obligations of LACMTA and Grantor relative to the Easement Areas.

15.2 **“Claim(s)”** means any and all claims, actions, causes of action, demands, orders, or other means of seeking or recovering damages, liabilities, costs, expenses (including attorneys’, experts’, and consultants’ fees and other litigation costs), fines, penalties, debts, liens, taxes, or any type of compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen including, but not limited to, any directives, requirements or orders by any Environmental Agency or Governmental Authority.

15.3 **“Development-Related Concerns”** means any of the following as they relate solely to the Transit Improvements, or Project operations: (a) whether the submitted plans substantially conform with the applicable requirements in the Adjacent Construction Manual and the Adjacent Development Handbook; and (b) whether the submitted designs, would violate applicable Laws, including but not limited to fire/life safety regulations and the Americans with Disabilities Act, in a manner that could materially and detrimentally affect the operation of, or access to, the Transit Improvements.

15.4 **“Emergency”** shall mean a condition requiring immediate repair, replacement or other action: (a) to prevent imminent material damage to any portion of any Easement Area or the Transit Improvements thereon; (b) to prevent imminent material damage to the Grantor Property or any neighboring property; (c) for the safety of any Party’s Permittees or any other Person; (d) to avoid the cessation of any vital utility service to the Transit Improvements or Station; or (e) to comply with Environmental Laws.

15.5 **“Environmental Law(s)”** means all applicable federal, state and local laws, statutes, ordinances, rules, regulations, orders and judgments relating to the protection or clean-up of the environment, the use, treatment, storage, transportation, generation, manufacture, processing, distribution, handling or disposal of, or emission, discharge or other release or threatened release of Hazardous Substances, the preservation or protection of waterways, groundwater, drinking water, air, wildlife, plants or other natural resources, the health and safety of persons or property, or the protection of the health and safety of employees, as the same may be amended, modified or supplemented from time to time, including, without limitation: the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.; the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. Section 6901 et seq.; the Comprehensive Environment

Response, Compensation and Liability Act of 1980, as amended (including the Superfund Amendments and Reauthorization Act of 1986, "CERCLA"), 42 U.S.C. Section 9601 et seq.; the Toxic Substances Control Act, as amended, 15 U.S.C. Section 2601 et seq.; the Occupational Safety and Health Act, as amended, 29 U.S.C. Section 651, the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Section 11001 et seq.; the Safe Drinking Water Act, as amended, 42 U.S.C. Section 300f et seq.; the California Health and Safety Code (§ 25100 et seq., § 25249.5 et seq., § 39000 et seq.), the California Water Code (§ 13000 et seq.); all comparable state and local laws, laws of other jurisdictions or orders and regulations; and any and all common law requirements, rules and bases of liability regulating, relating to or imposing liability or standards of conduct concerning pollution or protection of human health or the environment, as now or may at any time hereafter be in effect.

15.6 "**Governmental Authority**" means any and all federal, state, county, municipal and local governmental and quasi-governmental bodies and authorities (including the United States of America, the State of California and any political subdivision, public corporation, district, joint powers authority or other political or public entity; including LACMTA, as applicable) or departments thereof having or exercising jurisdiction over the Parties, the Project, or the Parcels or such portions thereof as the context indicates.

15.7 "**Grantor**" is defined as the fee owner of the Grantor Property, and all successors and assigns thereto.

15.8 "**Grantor Building**" is that commercial office building located at 10900 Wilshire Boulevard, Los Angeles, California.

15.9 "**Grantor Parties**" means Grantor's owners, members, officers, directors, shareholders, partners, employees, agents, representatives, contractors, subcontractors, consultants, invitees and tenants.

15.10 "**Grantor Property**" is the entirety of the real property and improvements located at 10900 Wilshire Boulevard, Los Angeles, California.

15.11 "**Grantor Related Parties**" means Grantor's owners, members, partners, officers, directors, shareholders, partners, employees, agents and representatives and their successors and assigns.

15.12 "**Hazardous Substances**" means any pollutant, contaminant, waste and any toxic, carcinogenic, reactive, corrosive, ignitable, flammable or infectious chemical, chemical compound or substance or otherwise hazardous waste, toxic or contaminated substances or similar materials, including, without limitation, any quantity of asbestos, urea formaldehyde, PCBs, radon gas, crude oil or any fraction thereof, all forms of natural gas, petroleum products, byproducts or derivatives, radioactive substances, methane, hydrogen sulfide or materials, pesticides, waste waters or sludges, any of the above of which are subject to regulation, control or remediation under any Environmental Laws. Notwithstanding the foregoing, the term "Hazardous Substances"

excludes the following “Permitted Hazardous Substances: all (i) construction supplies; (ii) gardening supplies; (iii) gasoline, motor oil, or lubricants contained within vehicles or machinery operated on the Easement Areas in connection with the construction of the Transit Improvements; (iv) general office supplies and products; (v) cleaning supplies and products; and (vi) other commonly used supplies and products, in each case to the extent the same are (1) used in a regular and customary manner and in the manner for which they were designed; (2) used, handled, stored, transported and disposed of in compliance with all applicable Environmental Laws, Legal Requirements and product labeling and handling instructions; (3) customarily used in the construction of improvements comparable to the Transit Improvements; and (4) used, stored, transported, and handled in such amounts as is normal and prudent for the construction of improvements comparable to the Transit Improvements.

15.13 “**LACMTA**” is the Los Angeles County Metropolitan Transportation Authority.

15.14 “**LACMTA Parties**” means LACMTA’s directors, committee members, officers, employees, transit patrons, agents, representatives, consultants, contractors, subcontractors, and invitees.

15.15 “**LACMTA Related Parties**” means LACMTA’s directors, committee members, officers, employees and agents, and their successors and assigns

15.16 “**Legal Requirements**” means all of the following, even if unforeseen or extraordinary, to the extent affecting (a) Grantor, (b) LACMTA, (c) all or any portion of the Easement Areas: (i) all present and future laws, statutes, requirements, ordinances, orders, judgments, regulations, resolutions, covenants, restrictions, administrative or judicial determinations, of every Governmental Authority and of every court or agency claiming jurisdiction over any of Grantor, LACMTA, all or any portion of the Easement Areas, whether enacted or in effect as of the Effective Date or thereafter, including, but not limited to, California Labor Code §§ 1720 et seq. (to the extent applicable to any activity), Environmental Laws, zoning laws, building codes and regulations and those laws relating to accessibility to, usability by, and discrimination against, disabled individuals; and (ii) all covenants, restrictions, and conditions now or hereafter of Record.

15.17 “**Loss**” or “**Losses**” shall mean all costs and expenses arising out of all Claims, demands, losses, damages, liens, liabilities, injuries, deaths, penalties, taxes, fees, relocation or disruption of use, fines, lawsuits and other proceedings, judgments and awards rendered therein, including reasonable consultant and expert witness fees, attorneys’ fees and court costs, and all other costs and expenses.

15.18 “**Major Work**” is construction or demolition work on the Grantor Property which involves demolition of all or a significant portion of the existing building or parking structure or construction of a new building or new structure in the place of, or in addition to, the existing building or parking structure.

15.19 “**Material Construction Work**” shall refer to and include either Major Work or Minor Work or both.

15.20 “**Material Maintenance**” means any work performed to an improvement on Grantor’s Property utilizing heavy equipment that may impact the public right of way, including air space, adjacent to the Easement Areas, or scaffolding on any building adjacent to the Easement Areas. All Material Maintenance shall be performed in a good and workmanlike manner so as not to adversely affect or materially impair any Development-Related Concerns.

15.21 “**Minor Work**” is construction work on the Grantor Property which involves excavation or underground or overhead utility work in the immediate vicinity of the Easement Areas.

15.22 “**Mortgage**” means any mortgage, deed of trust or other security instrument executed by a Party in favor of Mortgagee encumbering the Grantor Property or any part thereof, and, to the extent applicable, the documents governing a sale-leaseback or lease-subleaseback transaction.

15.23 “**Mortgagee**” means, as applicable, a mortgagee, a beneficiary under any deed of trust, the buyer/lessor under a sale/leaseback arrangement or the lessee/sublessor under a lease/subleaseback arrangement.

15.24 “**Official Records**” means the Official Records of Los Angeles County, California.

15.25 “**Parcel**” means either the Grantor Property, or the land in which the Station is constructed, as applicable.

15.26 “**Party**” is the respective LACMTA or Grantor, and, collectively, LACMTA and Grantor are the “**Parties**”.

15.27 “**Permittees**” means the officers, directors, employees, agents, contractors, subcontractors, licensees, customers, visitors, invitees, tenants, and concessionaires of each Party.

15.28 “**Person**” means any individual, partnership, firm, association, trust, corporation, limited liability company, joint venture, unincorporated organization and any other form of business entity, and the singular shall include the plural and the plural the singular.

15.29 “**Plans and Specifications**” refers to the architectural or engineering drawings which show the locations, character, and dimension of the prescribed work, including layouts, profiles, cross sections, and other details together with the compilation of provisions and requirements for the performance of prescribed work.

15.30 “**Project**” is LACMTA’s Purple Line Westside Extension Project, Section 3.

15.31 “**Public Transit Facilities**” means all transit or LACMTA related improvements, structures, stations, equipment, cable, conduit, fixtures, furnishings, trains, subways, buses and furnishings now existing or hereafter located in, on, under, and/or adjacent to, or passing through, the Exclusive Easement Areas, including, without limitation (as applicable), ticket vending machines, ticket validation systems and other equipment serving a comparable function, map and information cases (including interactive digital customer information panels), lighting, CCTV cameras, maintenance equipment, fire protection equipment, water lines, sanitary sewer lines, storm sewer improvements, electrical lines, antennas, elevator, shafts, vents portals, and exits, and all other transit or LACMTA related equipment and vehicles.

15.32 “**Record**” shall mean, with respect to any document, the recordation thereof in the Official Records.

15.33 “**Safety Threat**” means any condition or circumstance that poses possible injury or physical harm to LACMTA patrons, employees, representatives, the Easement Areas or Transit Improvements.

15.34 “**Schematic Design Drawings**” means those plans and specifications customarily associated with the “schematic level” of design development, containing details as would be reasonably necessary to allow LACMTA to assess, at a “schematic level,” the impacts of such proposed construction or improvement in accordance with LACMTA’s rights under this Agreement, which details shall, include, without limitation, site plans, elevations, general landscaping, floor plans, features in public areas, locations and sizes of signs, public art elements, parking facilities, and exterior materials.

## 16. **General Provisions.**

16.1 **Governing Law.** This Agreement is made with respect to real property located in the State of California and shall be construed, interpreted and applied in accordance with the laws of that State, without regard to conflict of law’s provisions. The venue for all Claims and suits shall be Los Angeles County, California.

16.2 **Notices.** All notices, consents, requests, demands, and other communications required or permitted to be given herein, shall be in writing and may be served personally by hand delivery or sent: (a) by registered mail or certified mail, postage prepaid, return receipt requested, (b) by overnight courier service (such as Federal Express), bearing proof of delivery, or (c) personally delivered to the Party to whom the notice is directed. Each notice shall be deemed to have been given on the date of receipt (or refusal to accept delivery) as indicated on the customary receipt used by the service effectuating the delivery. For the purpose of this Section 16.2, “properly addressed” shall mean addressed to the addresses listed below, which may be changed from time to time by delivery of a written notice stating the replacement address:

If to LACMTA:

for general matters: Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza, 13<sup>th</sup> Floor  
Los Angeles, CA 90012-2952  
Attention: Chief Operations Officer

for Sec. 7.2 matters: Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza, 22<sup>nd</sup> Floor  
Los Angeles, California 90012  
Attention: Adjacent Development Review  
Email: devreview@metro.net

and to: Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012-2952  
Attention: Deputy Executive Officer, Real Estate  
Facsimile: (213) 922-2440

and a copy to: Office of the County Counsel  
One Gateway Plaza, 24<sup>th</sup> Floor  
Los Angeles, California 90012-2952  
Attention: Real Estate Counsel  
Facsimile: (213) 922-2530

If to Grantor: 10900 Wilshire, L.L.C.  
45 Rockefeller Plaza, 7<sup>th</sup> Floor  
New York, New York 10111  
Attn: General Counsel  
Tel: (212) 715-0300  
Email: generalcounsel@tishmanspeyer.com

and to: Allen Matkins Leck Gamble Mallory & Natsis LLP  
2010 Main St., Eighth Floor  
Irvine, California 92614  
Attn: K. Erik Friess, Esq.  
Tel: (949) 553-1313  
Email: rfriess@allenmatkins.com

16.3 **In Perpetuity.** The terms, obligations, covenants, and agreements of this Agreement shall run with the land and inure to the benefit of and be binding upon the Parties and their respective successors and assigns, and the consent of the other Party is not necessary for an assignment of this Agreement that runs with the land. Grantor has the right to transfer all or any portion of its interest in the Grantor Property and/or this Agreement upon any sale of the Grantor Property, and upon any such transfer, Grantor shall automatically be released from all liability under this Agreement arising after the effective date of such transfer, and LACMTA shall look solely to such successor,



transferee or assignee for the performance of Grantor's obligations hereunder after the effective date of such transfer. Grantor may also assign its interest in this Agreement to the holder of any mortgage or deed of trust as additional security, but such assignment shall not release Grantor from its obligations hereunder, and LACMTA shall continue to look to Grantor for the performance of its obligations hereunder.

16.4 **Amendment.** This Agreement may be amended only by duly Recording an instrument executed and acknowledged by LACMTA and Grantor. LACMTA agrees not to unreasonably withhold its consent to an amendment of this Agreement to take into consideration a future new parcel map or tract map for the Grantor.

16.5 **Constructive Notice and Acceptance.** Every Mortgagee, Party, lessee, and occupant who now or hereafter owns or acquires any right, title, or interest in or to any portion of the Grantor Property or the Transit Improvements located thereon is and shall be assumed to have been given notice of this Agreement, whether or not any reference to this Agreement is contained in the instrument by which such Mortgagee, Party, lessee, or occupant acquired such right, title, or interest.

16.6 **General Rules of Interpretation.** Words and phrases contained herein shall be construed according to the context and the approved usage of the English language, but technical words and phrases, and such others as have acquired a peculiar and appropriate meaning by law, or are defined in this Agreement, are to be construed according to such technical, peculiar, and appropriate meaning or definition. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. As used in this Agreement, the word "includes" or "including" is by way of example and not by way of limitation, the word "or" is not exclusive, the word "shall" is mandatory, the word "may" is permissive," and the words "herein," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole unless the context otherwise requires, and references herein: (a) to articles, paragraphs, sections, and exhibits mean the articles, paragraphs, sections, and exhibits which are part of this Agreement as amended, supplemented, or modified from time to time to the extent permitted by the provisions thereof and by this Agreement, (b) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, or modified from time to time to the extent permitted by the provisions thereof and by this Agreement, and (c) to a statute means such statute as amended, supplemented, or replaced from time to time. The exhibits, schedules, addenda, and attachments which are attached to this Agreement are made a part of this Agreement.

16.7 **Headings.** Section headings or captions used herein are for convenience only and are not a part of this instrument.

16.8 **No Partnership or Joint Venture.** Neither anything contained in this Agreement nor in any amendment hereto, nor any act of any Party hereunder shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association between or among the Parties.

16.9 **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

16.10 **Invalidity of Provision.** If any provision or provisions of this Agreement or of any amendment hereto, or the application thereof to any Person and/or any circumstance(s), shall be held by a court of competent jurisdiction to be invalid, void, or illegal, the remaining provisions hereof and/or the application of such provision(s) to any Person and/or any circumstance(s) other than those as to which it is held to be invalid, void, or illegal, shall nevertheless remain in full force and effect so long as the original intent of the Parties is effectuated to the maximum extent permitted by law and not be affected thereby.

16.11 **Force Majeure.**

16.11.1 Each Party shall be excused from performing any of its obligations or undertakings under this Agreement, except any of its obligations to (a) pay any sums of money under applicable provisions hereof, or (b) obtain and keep in force insurance coverage as set forth in Section 11 of this Agreement, in the event and/or for so long as the performance of such obligation is prevented, delayed, retarded, or hindered by any cause not within the reasonable control of such Party or those functioning on its behalf; provided that the inability to perform was not caused by the acts or omissions of such Party, or those functioning on its behalf ("**Force Majeure**"). LACMTA hereby waives any and all rights it might otherwise have pursuant to Section 1511 of the California Civil Code, and hereby agrees that this Section 61.11 is an express provision to the contrary.

16.11.2 Force Majeure shall include the following, to the extent the same are not within the reasonable control of such Party or those functioning on its behalf; and provided that the same are not caused by the acts or omissions of such Party, or those functioning on its behalf: (a) public health crisis such as an epidemic or pandemic; (b) inclement weather in excess of the norm; (c) fire or explosion; (d) earthquake, flood, action of the elements, or any other natural disaster or act of God; (e) war, invasion, insurrection, riot, mob, violence, sabotage, or malicious mischief, acts of terrorism, or acts of a public enemy; (f) inability to procure or deliver labor, equipment, facilities, materials, or supplies, or a general shortage of the same in the open market, or failure of transportation (but, in each case, not attributable to a mere increase in price); (g) strike, lockout, or other action of any labor union; and (h) litigation not commenced by such Party, condemnation (excluding any condemnation by LACMTA or the LACMTA Related Parties), requisition, law, order of government or civil or military or naval authority.

16.11.3 For the purpose of this Section 16.11, a cause shall be beyond the control of the Party whose obligation is hindered, delayed, retarded, or prevented only if such cause would prevent, delay, or retard or hinder the performance of an obligation by any Person similarly situated (such as a transportation strike), and this Section 16.11, shall not apply to causes peculiar to the Party claiming the benefit of this Section 16.11 (such as financial inability or failure to order materials in timely fashion). Nothing contained in this Section 16.11 shall defeat or limit the obligation of each Person having an obligation under this Agreement from taking all reasonable actions to mitigate

the effects of any cause of Force Majeure, by substitute performance or otherwise. For purposes of clarification and by means of example, to the extent any Force Majeure prevents LACMTA from performing any of its obligations under Section 5 above, LACMTA agrees to use commercially reasonable efforts to maintain the Easement Areas in a safe condition and prevent any damage or injury from occurring as a result of the inability of LACMTA to perform its obligations under Section 5 above.

16.12 **Waivers**. Any Party from time to time may waive any of its rights under this Agreement without effecting a waiver with respect to any subsequent occurrences or transactions hereunder. Except as otherwise provided in this Agreement, all waivers, consents, or approvals under this Agreement must be in writing to be effective, and the failure or delay on the part of any Party in exercising any right, power, or remedy hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder.

16.13 **Claims Against Public Entities**. Any occurrence or transaction which gives rise of a Claim under this Agreement against any Party that is a governmental entity shall also be deemed an occurrence or transaction for purposes of filing a claim pursuant to Section 900 et seq., of the California Government Code. Nothing in this Agreement shall toll, waive or modify the provisions of California Government Code Section 900 et seq.

16.14 **Exhibits**. The below-listed exhibits are attached to and made a part of this Agreement as if set forth fully herein:

Exhibit A-1: Legal Description of Grantor Property

Exhibit A-2: Depiction of Grantor Property

Exhibit B-1: Legal Description of Underground Station Easement Area (W-5004-1)

Exhibit B-2: Depiction of Underground Station Easement Area (W-5004-1)

Exhibit C-1: Legal Description of Station Entrance Easement Area (W-5004)

Exhibit C-2: Depiction of Station Entrance Easement Area (W-5004)

Exhibit D-1: Legal Description of Maintenance Easement Area (W-5004-4)

Exhibit D-2: Depiction of Maintenance Easement Area (W-5004-4)

## **EXHIBIT A-1**

### **Legal Description of Grantor Property**

#### **LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 1, 2 AND 3 OF [TRACT NO. 36539](#), IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 969 PAGES 29](#) TO 31 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM SAID LOT 2, ALL OIL AND MINERAL RIGHTS UNDER 500 FEET BELOW THE SURFACE OF SAID LAND, HOWEVER THE LESSOR SHALL HAVE NO RIGHT OF SURFACE ENTRY, AS RESERVED BY DEAN M. HULL AND KATHRYN O. HULL AND WILLIAM A. HUBBARD AND PHYLLIS H. HUBBARD, IN LEASE, DATED FEBRUARY 27, 1978, A MEMORANDUM OF WHICH WAS RECORDED MARCH 17, 1978 AS [INSTRUMENT NO. 78-280790, OFFICIAL RECORDS](#).

EXCEPT FROM SAID LOT 1, ALL OIL AND MINERAL RIGHTS UNDER 500 FEET BELOW THE SURFACE OF SAID LAND, HOWEVER, LESSOR SHALL HAVE NO RIGHT OF SURFACE ENTRY, AS RESERVED BY JOSEPH K. HORTON AND WILLIAM L. HORTON, JR., AS TRUSTEES UTA MILLIE KURTZ HORTON, MAY 1, 1954, IN LEASE DATED JANUARY 27, 1978, A MEMORANDUM OF WHICH WAS RECORDED MARCH 17, 1978 AS [INSTRUMENT NO. 78-280791, OFFICIAL RECORDS](#).

EXCEPT FROM SAID LOT 3, ALL OIL, GAS, HYDROCARBON SUBSTANCES AND MINERALS NOW OR HEREAFTER COMMERCIALY EXPLOITABLE AND LYING 500 FEET BENEATH THE SURFACE OF SAID LAND, TOGETHER WITH THE EXCLUSIVE AND PERPETUAL RIGHT OF INGRESS AND EGRESS BELOW A DEPTH OF 500 FEET MEASURED VERTICALLY FROM THE SURFACE OF SAID LAND TO EXPLORE, DRILL, MINE, PRODUCE, EXTRACT, MARKET, AND SELL SUCH OIL, GAS, HYDROCARBON SUBSTANCES AND MINERALS; PROVIDED, HOWEVER, THAT THE GRANTORS, THEIR SUCCESSORS OR ASSIGNS, SHALL NOT USE THE SURFACE OF SAID LAND IN THE EXERCISE OF ANY OF SAID RIGHTS AND SHALL NOT DISTURB THE SURFACE OF SAID LAND OR ANY IMPROVEMENTS THEREON OR REMOVE OR IMPAIR THE LATERAL OR SUBJACENT SUPPORT OF SAID LAND OR ANY IMPROVEMENTS THEREON AND SHALL CONDUCT NO OPERATIONS WITHIN NOR HAVE ANY ACCESS WITHIN 500 FEET OF THE SURFACE OF SAID LAND, AS RESERVED BY MARSHALL K. GRAHAM AND VIRGINIA D. GRAHAM, IN DEED RECORDED JULY 2, 1979, AS [INSTRUMENT NO. 79-717959, OFFICIAL RECORDS](#).

[APN: 4324-001-031](#)

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# EXHIBIT A-2

## Depiction of Grantor Property

Lots 1, 2 and 3 of Tract No. 36539, as depicted below:

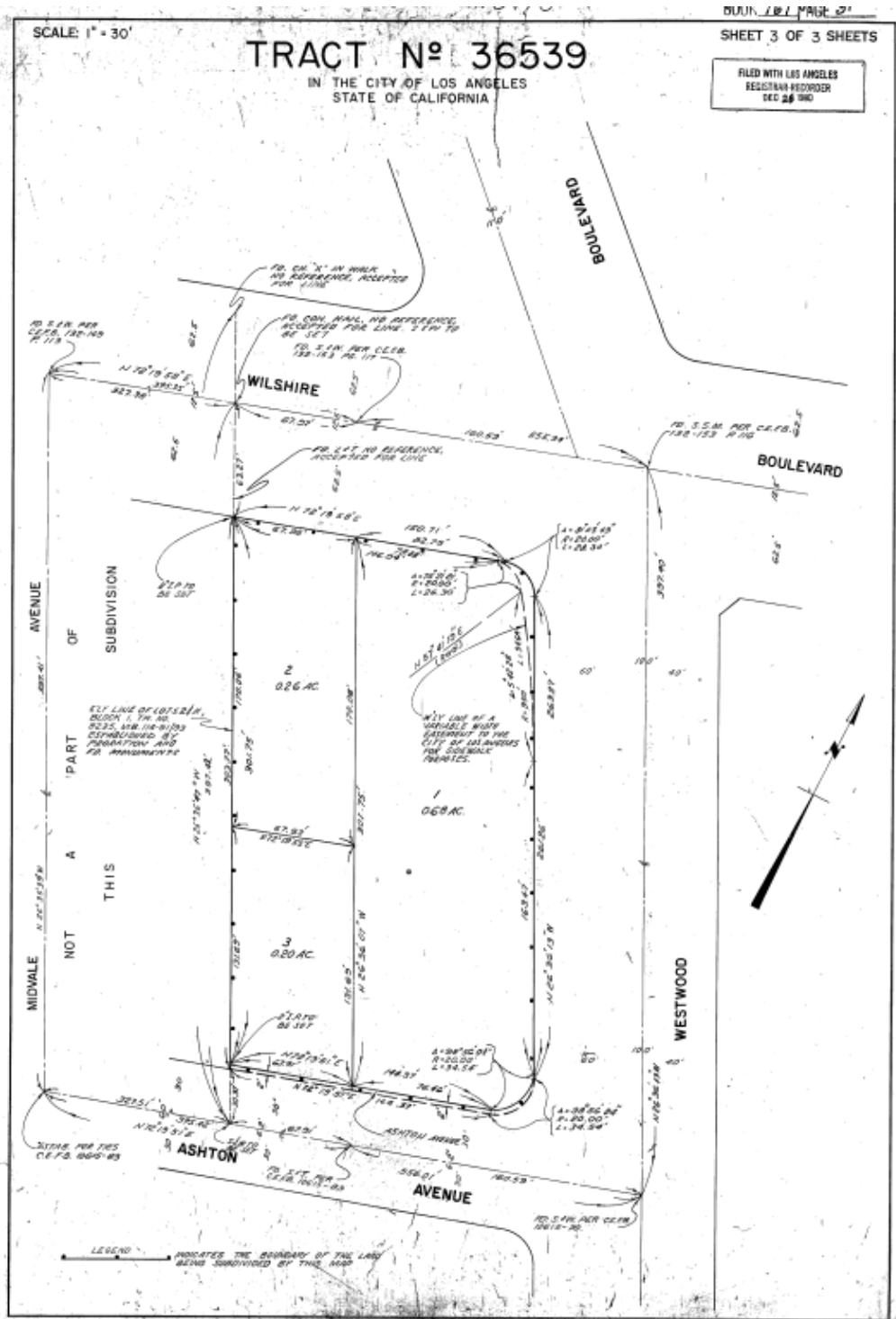


Exhibit B - 1  
Legal Description of Underground Station Easement Area W-5004-1

Exhibit B-2  
 Depiction of Underground Station Easement Area W-5004-1

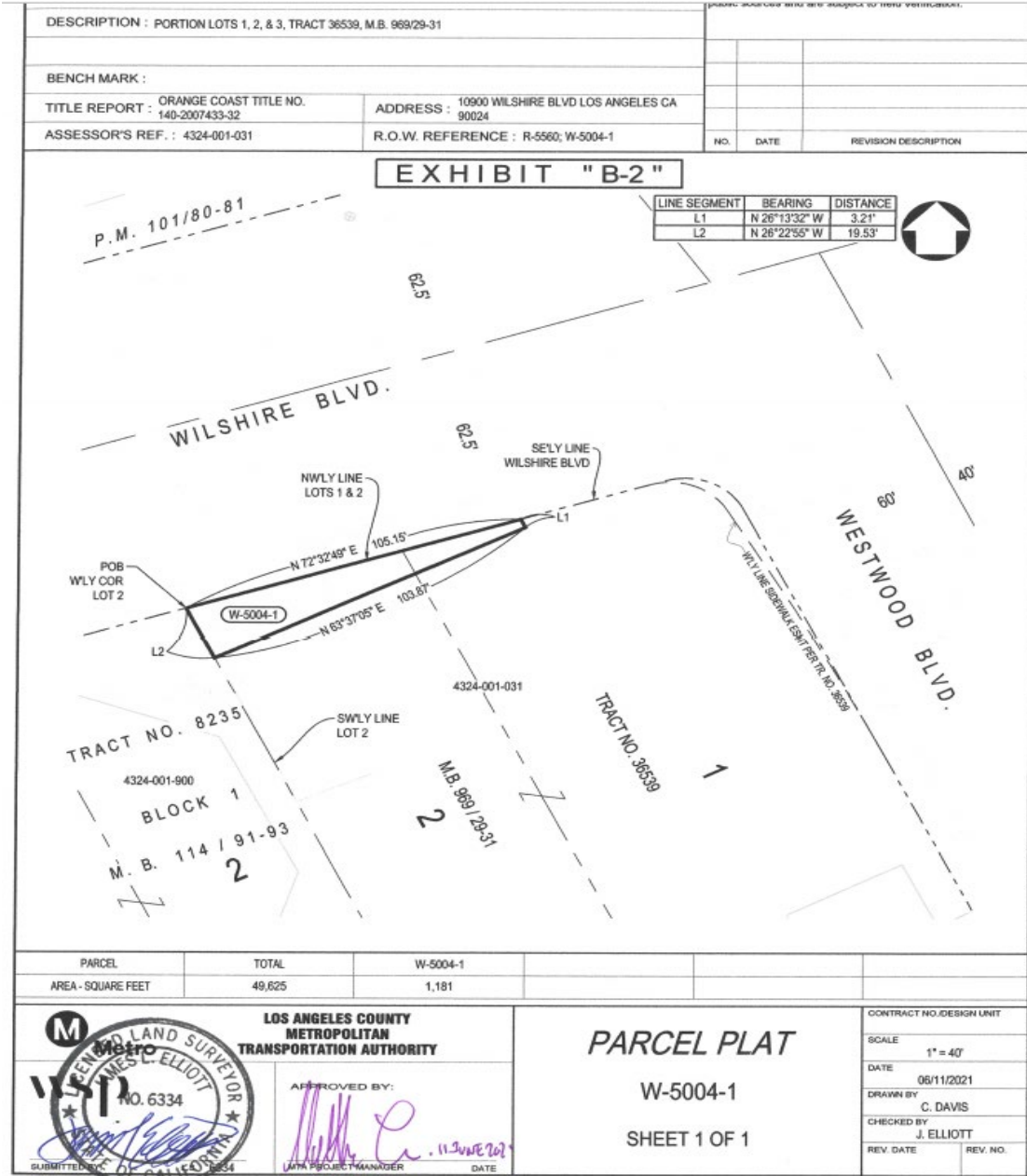


Exhibit C-1

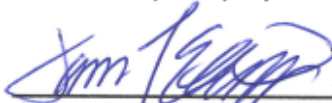
Legal Description of Station Entrance Easement Area (W-5004)

That portion of Lots 1, 2 and 3 of Tract No. 36539, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 969 of Maps, Pages 29 through 31, inclusive, in the Office of the County Recorder of said County, more particularly described as follows:

**BEGINNING** at the most westerly corner of said Lot 2, said point also being on the southeasterly line of Wilshire Boulevard (62.5 feet half-width) as shown on the map of said Tract No. 36539; thence along the northwesterly line of said Lot 2, North 72°32'49" East, 53.37 feet; thence leaving said northwesterly line, South 26°22'22" East, 7.60 feet; thence South 63°37'51" West, 29.22 feet; thence North 26°22'55" West, 0.75 feet; thence South 63°51'40" West, 23.50 feet to the southwesterly line of said Lot 2; thence along said southwesterly line, North 26°22'55" West, 15.03 feet to the **POINT OF BEGINNING**.

The upper elevation limit of the permanent easement herein described is a horizontal plane with an elevation of +332.00 feet and the lower elevation limit of the permanent easement herein described is a horizontal plane with an elevation of +301.00 feet, based on the NAVD-88 datum elevation of 285.39 feet for City of Los Angeles Benchmark No. 13-13450. The upper limit of this easement varies approximately 26 to 30 feet above finish grade (existing surface elevation in March of 2018), and the lower limit of this easement varies approximately 0 to 4 feet below finish grade (existing surface elevation in March of 2018). These elevations were determined from the Los Angeles County Metro Westside Purple Line Extension Project – Section 3 Project Definition Drawings.

This description prepared by me or under my direction:

  
James L. Elliott, P.L.S. 6334

6-9-21  
Date





Exhibit C-2

Depiction of Station Entrance Easement Area (W-5004)

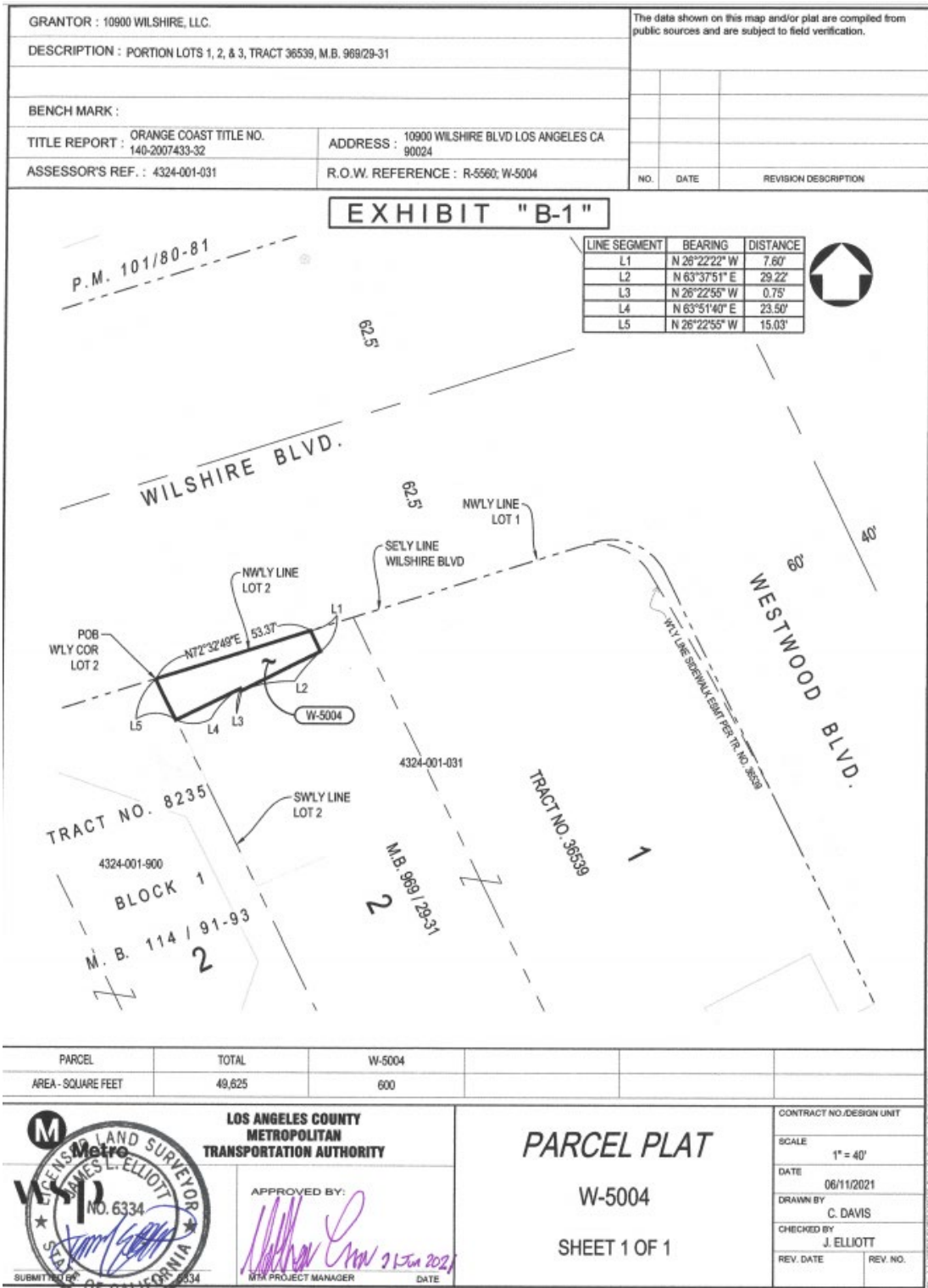


Exhibit D-1

Legal Description of Maintenance Easement Area (W-5004-4)

That portion of Lots 1, 2 and 3 of Tract No. 36539, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 969 of Maps, Pages 29 through 31, inclusive, in the Office of the County Recorder of said County, more particularly described as follows:

**COMMENCING** at the most westerly corner of said Lot 2, said point also being on the southeasterly line of Wilshire Boulevard (62.5 feet half-width) as shown on the map of said Tract No. 36539; thence along the southwesterly line of said Lot 2, South 26°22'55" East, 15.03 feet; thence leaving said southwesterly line, North 63°51'40" East, 18.50 feet to the **POINT OF BEGINNING**; thence North 63°51'40" East, 5.00 feet; thence South 26°22'55" East, 0.75 feet; thence North 63°37'51" East, 29.22 feet; thence South 26°22'22" East, 5.00 feet; thence South 63°37'51" West, 29.22 feet; thence North 26°22'55" West, 0.75 feet; thence South 63°51'40" West, 5.00 feet; thence North 26°22'55" West, 5.00 feet to the **POINT OF BEGINNING**.

The upper elevation limit of the non-exclusive access easement herein described is a horizontal plane with an elevation of +332.00 feet and the lower elevation limit of the permanent easement herein described is a horizontal plane with an elevation of +304.00 feet, based on the NAVD-88 datum elevation of 285.39 feet for City of Los Angeles Benchmark No. 13-13450. The upper limit of this easement varies approximately 26 to 30 feet above finish grade (existing surface elevation in March of 2018), and the lower limit of this easement is at the owner's plaza finish grade (existing surface elevation in March of 2018). These elevations were determined from the Los Angeles County Metro Westside Purple Line Extension Project – Section 3 Project Definition Drawings.

This description prepared by me or under my direction:

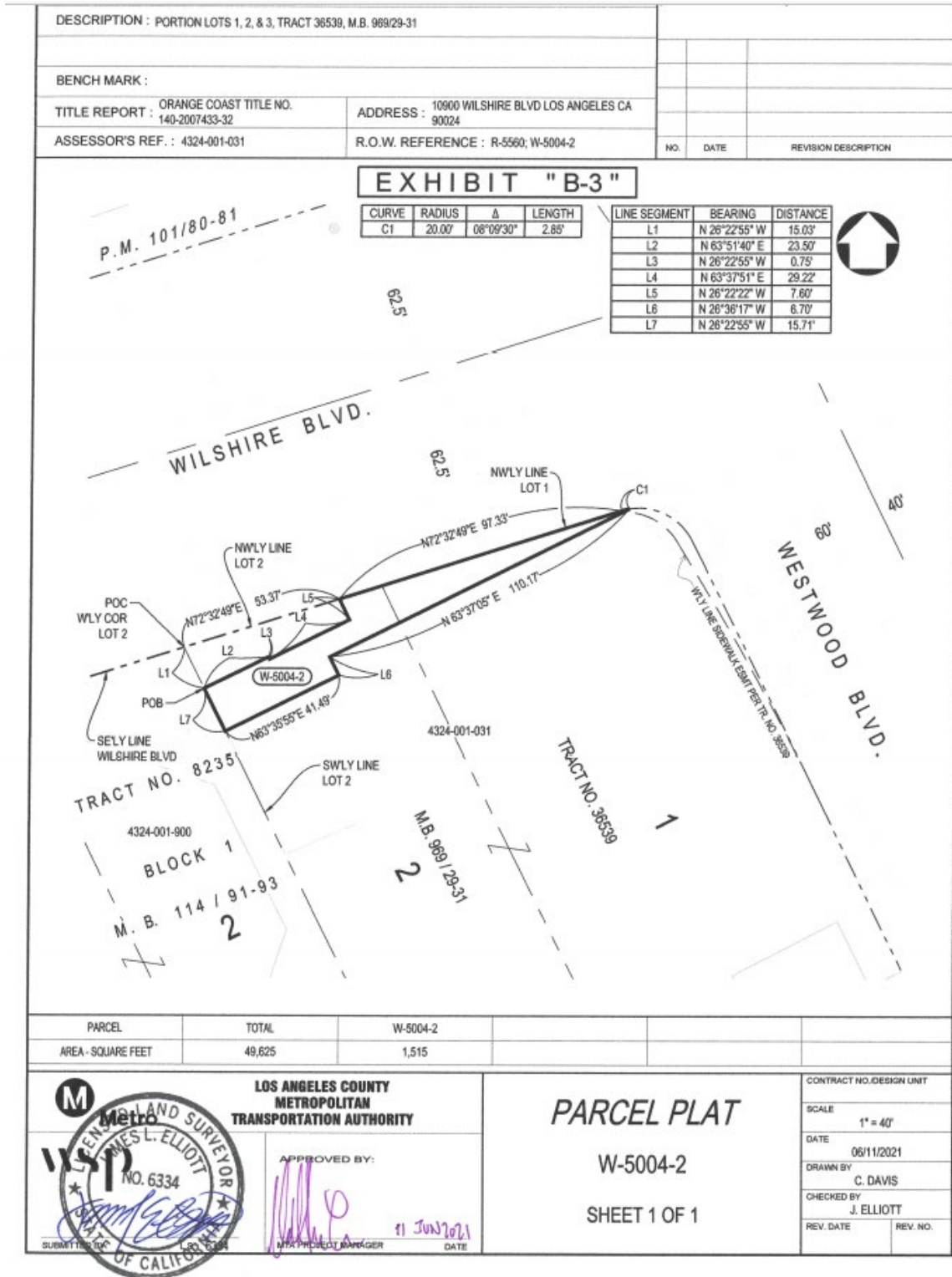
  
James L. Elliott, P.L.S. 6334

6-9-21  
Date



Exhibit D-2

Depiction of Maintenance Easement Area (W-5004-4)



## Exhibit B

### Temporary Construction Easements

#### (10900 Wilshire)

This document shall describe the rights, duties and obligations associated with the property rights being acquired by the Los Angeles County Metropolitan Transportation Authority (this “**Agreement**”). 10900 Wilshire L.L.C., a Delaware limited liability company (“**Owner**”), is the current fee owner of the property located at 10900 Wilshire Boulevard, Los Angeles, California.

A. The Los Angeles County Metropolitan Transportation Authority, a California county transportation authority existing under the authority of sections 130050.2 et seq. of the California Public Utilities Code (“**LACMTA**”) is acquiring the property rights through this Agreement to support the construction and operation of its Purple Line Westside Extension Project, Section Three (the “**Project**”) to extend the Metro Purple Line heavy-rail subway westward from the Westside Purple Line Extension Section Two terminal station in Century City to a new terminal station at the VA Medical Center in Westwood neighborhood of the City of Los Angeles, California.

B. The Westwood/UCLA Station Southeast Entrance in the Project (the “**Station Entrance**”) is planned to be located primarily at the southwest corner of Wilshire Boulevard and Westwood Boulevard.

C. Owner owns the fee interest in that certain real property located at 10900 Wilshire Boulevard, Los Angeles, California 90024, Assessor’s Parcel Number 4324-001-031, legally described and depicted on Exhibit A attached hereto (the “**Owner’s Property**”), which is improved with a 17–story high-rise office building (the “**Office Building**”), a 4-story subsurface parking structure, a plaza along Wilshire Boulevard in front of the Office Building (the “**Plaza**”), and other related improvements (collectively, the “**Existing Structure**”).

D. In order to construct the Project, LACMTA requires (1) the TCE (defined in Section 1.1 below) for staging/laydown/construction site purposes in connection with construction of the Station Entrance, (2) the LADWP ROE (defined in Section 1.3) for LACMTA to relocate certain facilities related to the Los Angeles Department of Water and Power’s service to the Existing Structure, (3) the Station Property ROE (defined in Section 1.2) to enable LACMTA to construct certain permanent transit improvements in and on the Station Property (defined in Section 1.2), and (4) certain permanent easements (the “**Permanent Easements**”) defined in and subject to the terms and conditions contained in Exhibit A to the Resolution of Necessity (the “**Permanent Easement Deed**”). The rights described in (1) through (4) in this paragraph D. are cumulatively referred to as the “**Property Rights**.” As curative work for the benefit of Owner, LACMTA shall also utilize the Restoration ROE (defined in Section 1.4) to restore certain areas of the Owner’s Property around the time of completion of the Project.

## 1. Construction Entry Rights.

1.1. Grant of TCE. Subject to the terms and conditions of this Agreement, Owner hereby grants to LACMTA a temporary construction easement (the “**TCE**”), which will commence on the Delivery Date for the purposes of constructing the Station Entrance and appendages, construction staging, and performing the LADWP Work (defined below) in the 1,515 square foot area identified as parcel W-5004-2 on Exhibit B hereto (the “**TCE Property**”).

1.2. Grant of Station Property ROE. Subject to the terms and conditions of this Agreement, Owner hereby grants to LACMTA a right of entry (the “**Station Property ROE**”), which will commence on the Delivery Date for the purposes of constructing the Station Entrance and appendages, construction staging, and performing the LADWP Work (defined below) in the areas identified as W-5004 and W-5004-1 in the legal descriptions and depictions attached collectively as Exhibit K hereto, which areas contain 600 square feet and 1,181 square feet, respectively (the “**Station Property**”).

1.3. Grant of LADWP ROE. Subject to the terms and conditions of this Agreement, Owner hereby grants to LACMTA (a) an exclusive right of entry (the “**LADWP Work ROE**”), which will commence on the date indicated in Section 2.1.2, in the areas identified as Area 1 and Area 2 on Exhibit C hereto (the “**LADWP ROE Property**” and, together with the TCE Property and the Station Property, the “**Construction Areas**”), which areas contain 180 square feet and 1,621 square feet, respectively, for the purpose of relocating the existing LADWP transformer room ventilation intake and exhaust ductwork and shafts (the “**LADWP Work**”), as more particularly described in the scope of work attached as Exhibit D (the “**LADWP Scope of Work**”), and (b) the non-exclusive right (the “**LADWP Access ROE**” and, together with the LADWP Work ROE, the “**LADWP ROE**”) to enter onto and non-exclusively use during the LADWP ROE Term (defined in Section 2.3) those other portions of the Existing Structure described in the LADWP Scope of Work (the “**LADWP Access Property**”).

1.4. Grant of Restoration ROE. Owner hereby grants to LACMTA a nonexclusive permit (the “**Restoration ROE**” and, together with the TCE, the Station Property ROE, and the LADWP ROE, the “**Temporary Rights**”) commencing on the date determined pursuant to Section 2.1.3 to enter onto the Owner’s Property in the location depicted as W-5004-3 on Exhibit F (the “**Restoration Property**”) for purposes necessary to repave the sidewalk located in such area around the time of completion of the Project in accordance with the provisions of Section 7.2.

## 2. Delivery; Term.

### 2.1. Delivery.

2.1.1. Delivery of TCE Property and Station Property. LACMTA has previously provided written notice stating its need for the TCE Property and Station Property on September 3, 2024 (the “**Delivery Date**”), and Owner will deliver possession to LACMTA of the TCE Property and the Station Property free of debris, obstructions, or

artwork. Prior to the Delivery Date, Owner shall remove the sculpture known as “Icon 2011,” the masonry mound on which such sculpture is affixed, and any other fixtures related to such sculpture from the Plaza. Any removal of items or other preparatory work Owner undertakes to prepare the Construction Areas for LACMTA’s use shall be at LACMTA’s sole expense, subject to the terms and conditions of Section 1.1.5 of the Reimbursement Agreement dated October 15, 2020 and First Amendment thereto (the “**Reimbursement Agreement**”) which was separately arranged between LACMTA and Owner.

2.1.2. Delivery of LADWP ROE Property. LACMTA will provide Owner written notice stating its need date for the LADWP ROE no later than sixty (60) days prior to LACMTA’s need date and, on such need date, Owner shall deliver the LADWP ROE Property to LACMTA free and clear of any debris or obstructions.

2.1.3. Delivery of Restoration Property. LACMTA will provide Owner written notice stating its need date for the Restoration Property no later than sixty (60) days prior to LACMTA’s need date and, on such need date, Owner will deliver to LACMTA possession of the Restoration Property free of debris or obstructions.

## 2.2. Terms.

2.2.1. TCE Term. The term of the TCE (the “**TCE Term**”) shall commence on the Delivery Date and shall last for sixty-seven (67) consecutive months.

2.2.2. Station Property ROE Term. The term of the Station Property ROE (the “**Station Property ROE Term**”) shall commence on the Delivery Date and last until the latter of the end of the TCE Term or the date on which the Permanent Easement Deed, or another instrument, including but not limited to a Final Order of Condemnation, granting the Permanent Easements to LACMTA, is recorded.

2.3. LADWP ROE Term. The term of the LADWP ROE (the “**LADWP ROE Term**”) shall commence on the date Owner delivers the LADWP ROE Property to LACMTA pursuant to Section 2.1.2 and shall last for sixty (60) consecutive days thereafter.

2.4. Restoration ROE Term. The term of the Restoration ROE (the “**Restoration ROE Term**”) and, together with the TCE Term, the Station Property ROE Term, and the LADWP ROE Term, each, a “**Term**” and collectively, the “**Terms**”) shall commence on the date Owner delivers possession of the Restoration Property to LACMTA and shall last for thirty (30) consecutive days.

## 3. Use Rights.

3.1. Construction Rights. LACMTA may use each Construction Area and the Restoration Property for construction of its Project during the applicable Term for the purposes stated below (such purposes, the “**Construction Rights**”):

### 3.1.1. TCE Use Rights.

3.1.1.1. In conjunction with the use of the TCE Property, LACMTA shall have the right to conduct construction staging, which includes, without limitation, contractor activities required to undertake temporary construction work inclusive but not limited to: site clearing, installation of fencing and sound walls, storage and temporary installation of site equipment including overhead cranes, demolition and relocation of the Owner's ventilation tower, relocation of the Owner's Fire Department and domestic water connections, relocation of Owner's Verizon communications utilities, relocation of the Owner's storm water manhole and piping, demolition of the Plaza and signage, storage of materials, and work activities during construction; construction of the Station Entrance and appendages, which includes, without limitation, activities required to construct the permanent work for the Station Entrance inclusive, but not limited to: installation of support of excavation such as soldier piles and lagging to depths of 10 to 20 feet below the Station Entrance base; decking above the excavation and internal struts; construction of the concrete work for walls, slabs, and roof; backfill; Station Entrance portal and roll-up door enclosure work; permanent ventilation tower construction for Owner; elevator superstructure implementation; internal and external finishes; ventilation appendages; plaza paving for portal access; and LACMTA plaza equipment.

3.1.1.2. LACMTA shall have the right of ingress and egress over, through, across, and under the TCE Property by persons on foot and by vehicles of all kinds, sizes, and weights, together with the storage and parking of vehicles, equipment, and materials of all kinds and natures needed for construction of the Project on or in the immediate vicinity of the TCE Property, excluding known Hazardous Substances (as defined below) other than (i) those typically used in construction work (such as fuel for construction equipment) or (ii) those for which LACMTA has obtained a permit or other authorization from the relevant regulatory authority.

3.1.1.3. LACTMA shall have the right to conduct excavation, drilling, tunneling, and construction, for any purpose reasonably related to the construction of the Project, including, without limitation, construction of temporary structures, temporary stockpiling of excavated materials (stored behind LACMTA's construction fencing), noise barrier fences, the temporary installation and use of overhead cranes, in and upon the TCE Property.

3.1.1.4. LACMTA shall also have the right to remove any trees, shrubs, landscaping, or other vegetation from the TCE Property, together with the right to install temporary pipes, wires, or lines for water, gas, electric, or telephone services, drainage, sewerage, or other utilities on, across, over, under, or through the TCE Property; and all other reasonable uses necessary, incidental, or useful to the construction by the LACMTA Parties, as that term is defined below, of the Project.

### 3.1.2. Station Property ROE Use Rights.

3.1.2.1. In conjunction with the use of the Station Property, LACTMA shall have the right to conduct construction staging, which includes, without limitation,

contractor activities required to undertake temporary construction work inclusive but not limited to: site clearing, installation of fencing and sound walls, storage and temporary installation of site equipment including overhead cranes, demolition and relocation of the Owner's ventilation tower, relocation of the Owner's Fire Department and domestic water connections, relocation of Owner's Verizon communications utilities, relocation of the Owner's storm water manhole and piping, demolition of the Plaza and signage, storage of materials, and work activities during construction; construction of the Station Entrance and appendages, which includes, without limitation, activities required to construct the permanent work for the Station Entrance inclusive, but not limited to: installation of support of excavation such as soldier piles and lagging to depths of 10 to 20 feet below the Station Entrance base; decking above the excavation and internal struts; construction of the concrete work for walls, slabs, and roof; backfill; Station Entrance portal and roll-up door enclosure work; permanent ventilation tower construction for Owner; elevator superstructure implementation; internal and external finishes; ventilation appendages; plaza paving for portal access; and LACMTA plaza equipment.

3.1.2.2. LACTMA shall have the right of ingress and egress over, through, across, and under the Station Property by persons on foot and by vehicles of all kinds, sizes, and weights, together with the storage and parking of vehicles, equipment, and materials of all kinds and natures needed for construction of the Project on or in the immediate vicinity of the Station Property, excluding known Hazardous Substances (as defined below) other than (i) those typically used in construction work (such as fuel for construction equipment) or (ii) those for which LACMTA has obtained a permit or other authorization from the relevant regulatory authority.

3.1.2.3. LACTMA shall have the right to conduct excavation, drilling, tunneling, and construction, for any purpose reasonably related to the construction of the Project, including, without limitation, construction of the permanent Station Entrance facilities, installation of permanent transit sign structures, construction of temporary structures, temporary stockpiling of excavated materials (stored behind LACMTA's construction fencing), noise barrier fences, the temporary installation and use of overhead cranes, and other temporary and permanent improvements in and upon the Station Property.

3.1.2.4. LACMTA shall also have the right to remove any trees, shrubs, landscaping, or other vegetation from the Station Property, together with the right to install temporary pipes, wires, or lines for water, gas, electric, or telephone services, drainage, sewerage, or other utilities on, across, over, under, or through the Station Property; and all other reasonable uses necessary, incidental, or useful to the construction by the LACMTA Parties, as that term is defined below, of the Project.

### 3.1.3. LADWP ROE Use Rights.

3.1.3.1. In conjunction with the use of the LADWP ROE Property, LACMTA shall have the right to conduct construction staging, which includes, without limitation, contractor activities required to undertake temporary construction work inclusive but not limited to: site clearing, installation of fencing and sound walls, storage and temporary



installation of site equipment including overhead cranes, demolition and relocation of the Owner's ventilation tower and system, and installation of ventilation system related components.

3.1.3.2. LACMTA shall have the right of ingress and egress over, through, across, and under the LADWP ROE Property by persons on foot and by vehicles of all kinds, sizes, and weights, together with the storage and parking of vehicles, equipment, and materials of all kinds and natures needed for construction of the Project on or in the immediate vicinity of the LADWP ROE Property, excluding known Hazardous Substances (as defined below) other than (i) those typically used in construction work (such as fuel for construction equipment) or (ii) those for which LACMTA has obtained a permit or other authorization from the relevant regulatory authority. LACMTA shall have the right to access and park necessary vehicles in Owner's parking structure in order to access and accomplish the LADWP Work as set forth in Exhibit D.

3.1.3.3. LACMTA shall have the right to conduct excavation, drilling, tunneling, and construction, for any purpose reasonably related to the construction of the Project, including, without limitation, construction of temporary structures, temporary stockpiling of excavated materials (stored behind LACMTA's construction fencing), noise barrier fences, the temporary installation and use of overhead cranes, and other temporary and permanent improvements in and upon the LADWP ROE Property.

3.1.3.4. LACMTA shall also have the right to remove any trees, shrubs, landscaping, or other vegetation from the LADWP ROE Property, together with the right to install temporary and permanent pipes, wires, or lines for water, gas, electric, or telephone services, drainage, sewerage, or other utilities on, across, over, under, or through the LADWP ROE Property; and all other reasonable uses necessary, incidental, or useful to the construction by the LACMTA Parties, as that term is defined below, of the Project.

#### 3.1.4. Restoration ROE Use Rights.

3.1.4.1. In conjunction with the use of the Restoration ROE Property, LACMTA shall have the right to conduct construction staging, which includes, without limitation, contractor activities required to repave the sidewalk in such area inclusive but not limited to: site clearing, installation of fencing and sound walls, demolition and installation of concrete.

3.1.4.2. LACMTA shall have the right of ingress and egress over, through, across, and under the Restoration ROE Property by persons on foot and by vehicles of all kinds, sizes, and weights, together with the storage and parking of vehicles, equipment, and materials of all kinds and natures needed for construction of the Project on or in the immediate vicinity of the Restoration ROE Property, excluding known Hazardous Substances (as defined below) other than (i) those typically used in construction work (such as fuel for construction equipment) or (ii) those for which LACMTA has obtained a permit or other authorization from the relevant regulatory authority.

3.1.4.3. LACMTA shall have the right to conduct minor excavation, drilling, and construction, for any purpose reasonably related to the construction of the matching concrete flatwork in and upon the Restoration ROE Property.

3.1.4.4. LACMTA shall also have the right to remove any trees, shrubs, landscaping, or other vegetation from the Restoration ROE Property, together with the right to install temporary pipes, wires, or lines for water, gas, electric or telephone services, drainage, sewerage, or other utilities on, across, over, under, or through the Restoration ROE Property; and all other reasonable uses necessary, incidental, or useful to the construction by the LACMTA Parties, as that term is defined below, of the Project.

3.2. Station Property Operational Use Rights. In the event that the Permanent Easement Deed has not been recorded on or before the end of the TCE Term, then LACMTA shall have the right to continue to use and possess the Station Property for all purposes necessary or convenient for the operation, maintenance, and repair of the Station Entrance, including rights for ingress and egress of LACMTA, its employees, invitees, and transit riders, subject to the rights and restrictions under this Agreement, throughout the Station Property ROE Term.

3.3. Rights Personal to LACMTA. The use rights and TCE granted to LACMTA herein are personal to LACMTA, its agents, employees, consultants, contractors, and subcontractors (each a “**LACMTA Party**” or collectively, the “**LACMTA Parties**”), and therefore are not assignable. LACMTA shall ensure that the other LACMTA Parties comply with all terms and conditions of this Agreement.

3.4. Advance Compensation. LACMTA completed its appraisal of the Property Rights and made an offer to Owner in the amount of One Million Nine Hundred Five Thousand Dollars (\$1,905,000.00), which is the amount of LACMTA’s approved appraisal. LACMTA has paid to Owner the amount of the offer (“**Advance Compensation**”) by wire transfer on August 3, 2023. The Advance Compensation set by LACMTA’s offer, having been paid to Owner on August 3, 2023, is deemed as a deposit of probable compensation under Code of Civil Procedure section 1255.010 and is to be credited against the Final Compensation owed to Owner for the Property Rights. The Advance Compensation shall be deemed a deposit of probable compensation supporting the continued possession and use by LACMTA of the Construction Areas in this Agreement.

3.4.1 The Date of Value to be used in any proceeding for determination of the Just Compensation to be paid to Owner, including but not limited to an eminent domain proceeding, shall be the date that LACMTA paid the Advance Compensation to Owner which was August 3, 2023.

#### **4. Preconstruction Activities.**

4.1. LACMTA Preconstruction Surveys. LACMTA has transmitted to Owner that certain pre-construction survey dated November 12, 2020 (the “**Pre-Construction**

**Survey**”), conducted in locations within the limits of the anticipated zone of excavation influence depicted as the “Settlement Trough” in the vicinity of the Owner’s Property.

4.2. Project Permits. Except as otherwise provided herein or in the Reimbursement Agreement, LACMTA shall be responsible for obtaining all applicable permits, easements, licenses, franchises, and authorizations (“**Permissions**”) as needed for the Project, including without limitation, those permits and authorizations required by the City of Los Angeles (the “**City**”), the County of Los Angeles, and any other local, state, or federal agencies. Owner shall reasonably cooperate with LACMTA in supporting LACMTA’s requests for Permissions, if required.

4.3. Owner Preconstruction Activities Requiring LACMTA Coordination. Pursuant to the Reimbursement Agreement, Owner and LACMTA have committed to undertaking certain advance relocation and modification work on facilities used by the Existing Structure prior to LACMTA’s occupation of the Construction Areas and Restoration Property. Owner shall complete all such activities in accordance with the Reimbursement Agreement and prior to the Delivery Date.

## 5. Construction Activities.

5.1. Construction of the Station Entrance Facilities. During the TCE Term, LACMTA shall have the right to construct and install any and all permanent facilities, utilities, and structures necessary or useful for the Station Entrance, including, without limitation, a staircase, an entrance canopy, and access elevators throughout the Station Property. Any such permanent facilities shall be allowed to remain in and on the Station Property after the termination of this Agreement in accordance with an acquisition agreement or a Final Order of Condemnation, as may be authorized.

### 5.2. LADWP Work.

5.2.1. Design Plans. LACMTA has submitted to Owner, and Owner has reviewed and approved, the design plans for the LADWP Work. The design plans, after having been reviewed and approved by LADWP, shall be referred to herein as the “**Final Design Plans.**” LACMTA, at its cost, shall perform the LADWP Work in accordance with the LADWP Scope of Work identified in Exhibit D, or any approved amendment(s) thereto, and in accordance with the Final Design Plans.

5.2.2. LADWP Sign Off. After LACMTA has completed the LADWP Work, it will coordinate with LADWP to secure LADWP’s sign off on the LADWP Work.

5.2.3. Notwithstanding any other provision of this Agreement, and premised upon Owner undertaking no portion of the LADWP Work or obstructing or otherwise interfering with LACMTA’s conduct of the LADWP Work, Owner and Owner Parties as defined below shall have no responsibility for any liability or damages arising out of LACMTA’s design and construction of the LADWP Work, and LACMTA shall indemnify and defend Owner and Owner Parties from and against any claims actually or allegedly arising from or related to LACMTA’s design and construction of the LADWP Work or work performed by others at the direction of LACMTA.

5.3. Construction Fence. Prior to commencing any construction work in any of the Construction Areas or Restoration Property, LACMTA will provide Owner written notice stating its need date for the affected Construction Area or Restoration Property no later than sixty (60) days prior to LACMTA's need date and, on such need date, Owner shall deliver the Construction Area or Restoration Property free and clear of any and all debris or obstructions.

5.3.1. Prior to undertaking any construction in any of the Construction Areas or Restoration Property, LACMTA shall erect a barrier around the affected Construction Area or Restoration Property as is prudent for health and safety purposes (each, a "**Construction Fence**"). The currently proposed Construction Fence materials and locations are indicated on Exhibits H and H.1.

5.3.2. The Construction Fence shall have graphics identifying the Project as a LACMTA project through the use of LACMTA's logo, imagery, artwork, and standard construction fence signs ("**Construction Fence Signage**"). Owner shall have the right to provide reasonable input to LACMTA regarding displays on the Construction Fence Signage and may, according to Owner's design, display logos, messaging, artwork, photos, and graphics, identifying the Owner's Property, and/or Owner's tenants in the Owner's Property, only. Owner shall design the display on the portion for the Construction Fence Signage that faces the Office Building's first floor lobby. LACMTA shall pay for all Construction Fence Signage, with the exception of any seasonal replacement panel(s) provided by Owner as described hereafter. No general or "off site" advertising shall be permitted as part of the Construction Fence Signage. Subject to LACMTA's prior design approval, which LACMTA shall not unreasonably withhold or delay, Owner may present to LACMTA seasonal replacement signage panel(s) for display on the Construction Fence on a periodic schedule mutually agreed to by LACMTA and Owner. The Construction Fence shall otherwise be kept clear of any images, logos, or messaging. Construction Fence Signage shall be displayed only in those areas adjacent to Owner's Property and in the areas designated in Exhibit H.1 ("**Construction Fence Signage Locations**") attached hereto. LACMTA shall cause its contractor to comply with obligations, terms, and conditions concerning Construction Fence Signage, including but not limited to maintenance, as contained in multiple provisions of its construction contract No. C45161C1152 with LACMTA. LACMTA shall cause its contractor to remove, repair, and/or cover any graffiti on the Construction Fence consistent with the requirements of contract No. C45161C1152. Owner may notify LACMTA of any graffiti on the exterior surfaces of the Construction Fence by contacting LACMTA's Customer Relations at 213 922 6235 or 1 800 464 2111 and including a separate email notice to LACMTA's designated representative to be supplied to Owner following execution of this Agreement ("**Graffiti Notice**"). If LACMTA does not cause its contractor to remove, repair, and/or cover the graffiti within 48 hours of receipt of Owner's Graffiti Notice, and after having provided the Graffiti Notice and the requisite time has passed, Owner may then undertake such measures as are reasonably necessary to remedy the condition on the exterior of the Construction Fence, only, provided that Owner (1) acts in good faith; (2) uses its commercially reasonable efforts to remedy the condition; and (3) is solely responsible for all actions and costs associated with this Section 4.3.2. Owner reserves the right to seek compensation from LACMTA for measures undertaken to remedy the condition of the

Construction Fence as, e.g., mitigation of damages. LACMTA shall cause its contractor to refresh and keep in good condition the exterior surfaces of the Construction Fence, and to remove the Construction Fence on expiration of the TCE Term, all so as to be consistent with the requirements of contract No. C45161C1152. The Construction Fence gates shall be closed and locked at the end of shift or when construction work is completed for the day.

Furthermore, in the event the Owner's existing building monument sign and/or permanent tenant signage located on the first floor façade of Owner's building is lost, damaged, removed, or is no longer visible from street level as a result of the Construction Fence or other element of the Project, Owner may elect to take commercially reasonable actions to create visible tenant identification signage along the Wilshire Boulevard first floor façade of its Office Building, as long as such signage is in conformity with City of Los Angeles requirements, for which LACMTA shall reimburse Owner the reasonable cost thereof.

5.4. Stormwater Collection System. The construction of the Project may impact the ability of runoff water at the Owner's Property to flow into Owner's existing stormwater retention manhole in the northwest corner of the Plaza. Accordingly, during the TCE Term, LACMTA shall manage stormwater runoff for all of the Owner's Property.

5.5. Environmental Documents. LACMTA represents it has prepared all of the environmental documents required by the various federal, state, and local agencies having jurisdiction over the Project with respect to such matters (the "**Environmental Documents**"), including, but not limited to, the final Environmental Impact Study/Environmental Impact Report ("**FEIS/FEIR**"), which considers the construction of the Project, among other things, as required by and in accordance with all federal, state, and local laws, regulations, ordinances, statutes, judgments, and rules applicable to LACMTA, the Project, Construction Areas, or the Restoration Property ("**Applicable Law**").

5.6. Construction Performance and Monitoring. All construction required of LACMTA shall be conducted in a good and workmanlike manner and shall be completed with diligence and compliance with the Mitigation Monitoring and Reporting Plan ("**MMRP**"), and identified in the FEIS/FEIR.

5.7. Construction Air Quality. In addition to complying with the MMRP, LACMTA shall use its commercially reasonable good faith efforts to control fugitive dust, track-out, or nuisance fumes from the Project-related construction to neighboring properties and the Owner's Property by complying with the air quality measures attached hereto as Exhibit G (the "**Temporary Environmental Controls**").

5.8. Monitoring. LACMTA shall require and ensure its contractor monitors building settlement on the Existing Structure, vibration on the Owner's Property, and noise in the vicinity of the Owner's Property during the Terms of the Temporary Rights.

5.9. Traffic. LACMTA and its agents, employees, and/or contractors will develop plans to manage traffic during construction of the Project as may be required by the City.

5.10. Lighting/Illumination. LACMTA shall maintain temporary construction lighting designed to ensure adequate lighting and safe operations for the Project. The temporary lighting will be designed so as to reasonably limit glare to the Owner's Property in accordance with the MMRP.

5.11. Emergency Access and Response.

5.11.1. LACMTA, or its contractor, has consulted with the Los Angeles City Fire Department (the "**LAFD**") and will develop an emergency plan for the Project to set forth emergency response procedures in the event of a chemical spill, explosion, fire, or other emergency event on the Construction Areas or Restoration Property (the "**Emergency Plan**").

5.11.2. LACMTA shall comply with the Emergency Plan at all times during the Term of the Temporary Rights.

5.11.3. LACMTA agrees to respond immediately to any emergency situation related to the Project, regardless of fault. Fault will be determined after the emergency situation has stabilized, if appropriate.

5.12. Removal of Items Belonging to Owner. Any items belonging to Owner on the Construction Areas or Restoration Property that must be removed as a result of any construction or other work related to the Project and that are not removed by Owner shall be removed consistent with LACMTA's final design plans for the Construction Areas or Restoration Property, at LACMTA's sole expense, subject to the terms and conditions of Section 1.1.5 of the Reimbursement Agreement. In the event any item belonging to Owner not previously identified in LACMTA's final design plans must be removed, including but not limited to signs and street lights, LACMTA shall provide written notice to Owner of the need to remove any such item, and, if such item is not removed within seven (7) days from Owner's receipt of written notice, it shall be deemed abandoned.

5.13. Hours of Operation. LACMTA's construction work week is seven (7) days per week, 24 hours per day.

**6. End of Construction Obligations.**

6.1. Restoration. Upon termination or expiration of this Agreement, unless otherwise agreed to by the Parties in writing or the requirements of Applicable Law, LACMTA shall restore the portions of the TCE Property to the condition they were in immediately prior to the TCE Term in accordance with plans approved by Owner in its reasonable discretion.

6.2. Sidewalk Repaving. At or around the end of construction of the Project, LACMTA shall enter onto the Restoration Property to repave the sidewalk in such area in accordance with plans approved by Owner, in its reasonable discretion. The entry rights

encompassed in the Restoration ROE include egress and ingress by construction personnel and consultants, pouring of concrete and associated tasks, inspections of work performed, and clean-up of the site after completion of such work. LACMTA shall perform the work under the Restoration ROE within a commercially reasonable time and in a workmanlike fashion.

**7. Force Majeure.** LACMTA shall be excused from strict compliance with the dates for performance under this Agreement during the occurrence of a Force Majeure Event (as defined below). If a Force Majeure Event occurs, the Terms in effect at the time of such event shall be extended by (i) the number of days a Force Majeure Event delays performance under this Agreement during such period, and (ii) to the extent a Force Majeure Event causes damage to the Construction Areas, Restoration Property, or the Project, the number of days it will take LACMTA to repair such damage and bring the Construction Areas, Restoration Property, or the Project to the condition that existed immediately prior to the Force Majeure Event.

7.1. For purposes of this Agreement, a “**Force Majeure Event**” is defined as any of the following events (provided such events are beyond the control of the LACMTA Parties and are not due to an act or omission of LACMTA), to the extent such events materially and adversely affect LACMTA’s ability to perform its obligations hereunder and which event (or the effects of which event) could not have been avoided by due diligence and use of LACMTA’s reasonable efforts:

7.1.1. Any earthquake exceeding 3.5 on the Richter scale epicentered within twenty five (25) miles of the Owner’s Property, any earthquake exceeding 5.0 on the Richter scale epicentered within fifty (50) miles of the Owner’s Property, or any earthquake exceeding 6.5 on the Richter scale epicentered within seventy five (75) miles of the Owner’s Property, based on the final determination regarding the location and magnitude of the earthquake published by the National Earthquake Information Center in Golden, Colorado;

7.1.2. Any epidemic, pandemic, other health emergency (including relating to COVID-19), quarantine restrictions, blockade, rebellion, war, riot, civil disorder, act of a public enemy, or act of sabotage, or any malicious or other acts intended to cause loss or damage;

7.1.3. The discovery at, near, or on the Owner’s Property of any archaeological, paleontological, or cultural resources or Hazardous Substances; provided that the existence of such resources or substances would not have become known to LACMTA by undertaking reasonable investigation;

7.1.4. The discovery at, near, or on the Owner’s Property of any species listed as threatened or endangered under federal or state endangered species laws, except to the extent that the environmental documents related to the Project provide for mitigation measures to be undertaken with respect thereto, regardless of whether the species is listed as threatened or endangered;

7.1.5. Any fire or other physical destruction or damage, including lighting, explosion, drought, rain, flood, hurricane, storm, or action of the elements, or other acts of God.

7.1.6. The suspension, termination, interruption, denial, or failure to obtain, non-renewal or amendment by a governmental entity or Owner of any permit or approval required to be obtained and maintained in force by LACMTA;

7.1.7. Any change in a federal, state, or local law or change in the judicial or administrative interpretation or adoption of any new federal, state, or local law which is materially inconsistent with laws in effect on the date this Agreement is executed;

7.1.8. Any court-issued injunction or order halting construction of the Project pursuant to any lawsuit challenging the Project and/or environmental review for the Project under the National Environmental Policy Act or California Environmental Quality Act;

7.1.9. Any strike, labor dispute, freight embargoes, work slowdown, work stoppage, secondary boycott, walkout, or other similar occurrence, provided such matter impacts work on the Project; or

7.1.10. Any delays or work stoppage caused by the negligent or intentionally tortious acts of Owner and/or a breach by Owner of its obligations under this Agreement.

**8. Indemnity.** LACMTA will defend, indemnify, protect, and hold harmless the Owner and its officers, directors, agents, employees, lenders, successors, and assigns (the “**Owner Parties**”) from all claims, losses, damages, liabilities, and expenses, including reasonable attorneys’ fees and costs (collectively, “**Claims**”), which may arise or be claimed against the Owner Parties or any of them, for any injuries to, death of, or damages to the person or the property of any persons, firms, or corporations, arising from the negligence or willful misconduct of LACMTA or the LACMTA Parties during its use of the Construction Areas and Restoration Property during the TCE Term, or arising from any negligent or intentionally wrongful acts or omissions of LACMTA or the LACMTA Parties with respect to the terms of this Agreement, or arising from LACMTA’s failure to comply with any laws, statutes, ordinances, codes, or regulations as herein provided. The Owner Parties shall not be liable to LACMTA for any damages, losses, or injuries to the persons or property of LACMTA which may be caused by or alleged to have been caused by the acts, negligence, omissions, or faults of any persons, firms, or corporations, except to the extent such damages, losses, or injuries are caused by the negligence or willful misconduct of the Owner Parties. All personal property placed on the Property as part of the exercise of the Construction Rights shall be at the risk of LACMTA or the owner of such personal property, and the Owner Parties shall not be liable to LACMTA or any third party owner for any damage to said personal property. LACMTA shall obtain an insurance policy or policies insuring LACMTA’s indemnity obligations hereunder, and such other insurance as the Owner may reasonably require. Certificates of Insurance setting forth the aforesaid insurance shall name Owner as an additional insured on the liability policies



on a primary and non-contributory basis, and shall be provided to Owner prior to LACMTA's equipment or personnel being on the Property. If any or all of the Owner Parties are made a party to any litigation commenced against LACMTA, then LACMTA shall protect and hold harmless the Owner Parties from and against, and shall pay, all costs, expenses, and reasonable attorneys' fees incurred or paid by such parties in connection with such litigation, with the exception of any fees, expenses, or costs incurred in connection with causes of action arising from the gross negligence or willful misconduct of the relevant Owner Parties, as determined in a final, unappealable order or judgment of a court of competent jurisdiction. Notwithstanding the foregoing, LACMTA's obligations to any mortgage lender arising from this Section 7 shall only apply to a lender who holds a beneficial interest in the Owner's Property at the time the Claim arose.

**9. Insurance.** LACMTA or its contractor(s) shall, at their sole cost and expense, obtain and maintain policies of insurance to provide the coverages specified in Exhibit I. Such policies of insurance shall be placed with insurance carriers with A.M. Best ratings of no less than A-VII and licensed to do business in the state of California, and shall specify that the insurer must provide Owner with not less than thirty (30) days prior written notice of the cancellation, termination, non-renewal, or reduction in coverage of any policy. The Commercial General Liability and contractor's pollution liability insurance policies shall be endorsed to include the Owner Parties as additional insureds for the acts and omissions of LACMTA or any LACMTA Party, and such policies shall be primary, not contributing with any insurance maintained by Owner Parties. All insurance policies specified in Exhibit I shall be endorsed to waive any right of subrogation or recovery against Owner Parties. LACMTA or its contractor(s) shall submit certificates of insurance including additional insured and waiver of subrogation endorsements to Owner not less than thirty (30) days prior to the commencement of any work of construction or the entry of LACMTA, its agents, employees, or contractors on the Owner's Property for pre-construction activities, and upon renewal of each insurance policy. The minimum limits of required insurance will in no event limit the liability or indemnification obligations of LACMTA or its contractors under this Agreement. Required limits may be met through a combination of primary insurance and follow-form Excess/Umbrella Liability insurance.

9.1. Self-Insurance Permitted. The insurance requirements of this Agreement may be satisfied by providing evidence that LACMTA is legally self-insured. LACMTA agrees that any program of self-insurance shall protect the interests of the Owner in the same manner as those interests would have been protected had a policy of commercial insurance been in effect.

9.2. Single Program Insurance Permitted. In the event that LACMTA has entered into an agreement with its contractor where such contractor will provide coverage for itself and its subcontractors under one overarching contractor-controlled insurance program, such program shall meet the requirements of this Section.

**10. Hazardous Substances.** LACMTA shall be permitted to bring onto, and use on, the Construction Areas or Restoration Property Hazardous Substances (as defined below) normally and customarily used in a public works construction project similar in size and scope to the Project. Notwithstanding the foregoing, LACMTA shall not permit to be

disposed, stored, or placed upon the Construction Areas or Restoration Property any Hazardous Substance, except for usual and necessary construction related petroleum materials, such as fuel and lubricants, provided such materials are stored in South Coast Air Quality Management District (“**SCAQMD**”) approved containers and used in compliance with SCAQMD mandates and all Environmental Laws.

10.1. “**Hazardous Substances**” means any pollutant, contaminant, waste and any toxic, carcinogenic, reactive, corrosive, ignitable, flammable, or infectious chemical, chemical compound, or substance or otherwise hazardous wastes, toxic or contaminated substances or similar materials, including, without limitation, any quantity of asbestos, urea formaldehyde, PCBs, radon gas, crude oil or any fraction thereof, all forms of natural gas, petroleum products, by-products or derivatives, radioactive substances, methane, hydrogen sulfide or materials, pesticides, waste waters, or sludges, any of the above of which are subject to regulation, control, or remediation under any Environmental Laws (as defined below).

10.2. “**Environmental Laws**” means all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, orders, and judgments relating to the protection or clean-up of the environment, the use, treatment, storage, transportation, generation, manufacture, processing, distribution, handling or disposal of, or emission, discharge or other release or threatened release of hazardous or toxic substances, the preservation or protection of waterways, groundwater, drinking water, air, wildlife, plants, or other natural resources, the health and safety of persons or property, or the protection of the health and safety of employees, as the same may be amended, modified, or supplemented from time to time, including, without limitation: the Clean Air Act, as amended, 42 U.S.C. section 7401 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. section 1251 et seq.; the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. section 6901 et seq.; the Comprehensive Environment Response, Compensation and Liability Act of 1980, as amended (including the Superfund Amendments and Reauthorization Act of 1986), 42 U.S.C. section 9601 et seq.; the Toxic Substances Control Act, as amended, 15 U.S.C. section 2601 et seq.; the Occupational Safety and Health Act, as amended, 29 U.S.C. section 651; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. section 11001 et seq.; the Safe Drinking Water Act, as amended, 42 U.S.C. section 300 et seq.; the California Health and Safety Code (§ 25100 et seq., § 25249.5 et seq., § 39000 et seq.), the California Water Code (§ 13000 et seq.); all comparable state and local laws, laws of other jurisdictions or orders and regulations; and any and all common law requirements, rules, and bases of liability regulating, relating to or imposing liability or standards of conduct concerning pollution or protection of human health or the environment, as now or may at any time hereafter be in effect.

10.3. LACMTA forever holds harmless, indemnifies, releases, and discharges Owner Parties from any and all Claims of any nature or kind whatsoever related to Hazardous Substances under or around the Construction Areas or Restoration Property that are generated, removed, treated, placed, or disposed of by any LACMTA Party during the performance of activities pursuant to this Agreement (the “**Actionable Hazardous Substances**”). Notwithstanding the foregoing, LACMTA shall not indemnify Owner

Parties for any Claims arising or resulting from Hazardous Substances or existing contamination in, under, or around the Construction Areas or Restoration Property that are not Actionable Hazardous Substances or that pre-date LACMTA's access to portions of the Owner's Property provided by this Agreement.

10.4. Discovery Protocol. Should LACMTA discover or become aware of the presence of Hazardous Substances or contamination within, on, or around the Construction Areas or Restoration Property in violation of Environmental Laws, it shall do the following (without waiving any rights for contribution by Owner or other third parties):

10.4.1. Notify Owner in writing within 48 hours after the Hazardous Substance or contamination is discovered. The notice shall describe the nature and quantity of the Hazardous Substances or contamination discovered and assess, if then known, the immediate potential risks posed to the public, the employees of LACMTA, its contractors, Owner, and the environment.

10.4.2. If the Hazardous Substance is an Actionable Hazardous Substance, notify the applicable governmental agency of such Hazardous Substance in accordance with Applicable Law. LACMTA shall deliver to Owner copies of any notice and correspondence to and from the applicable regulatory agency undertaken by LACMTA pursuant to this Section. If the Hazardous Substance discovered is not an Actionable Hazardous Substance, LACMTA shall reasonably cooperate with Owner as it undertakes its legal obligations with respect to such Hazardous Substance.

10.4.3. If the Hazardous Substance is an Actionable Hazardous Substance, promptly do whatever is prudent, and whatever is required (to the extent that such work is required of LACMTA in its capacity under this Agreement) by any competent regulatory agency or Applicable Law, to protect the public, the LACMTA Parties, Owner, Owner's tenants, and the environment from any likely human health risks posed by the Hazardous Substance.

10.4.4. LACMTA shall be responsible for managing and disposing of, in accordance with Environmental Laws, any debris, solid waste, Actionable Hazardous Substances, or any other material, including soils or groundwater, in, under or around the Construction Areas or Restoration Property that is generated or removed by any LACMTA Party during the performance of construction activities pursuant to this Agreement. LACMTA shall list itself as the generator of waste on the manifest for Actionable Hazardous Substances removed from the Owner's Property by the LACMTA Parties in accordance with the activities conducted pursuant to this Agreement. The LACMTA Parties shall properly dispose of Actionable Hazardous Substances, at locations off the Construction Areas and Restoration Property, in accordance with Applicable Law.

**11. Health and Safety.** Owner shall have no obligation to provide security for the LACMTA activities or for ensuring that LACMTA complies with Applicable Law including health and safety laws. LACMTA shall take all legally required safety and security precautions in connection with its activities on the Construction Areas and Restoration Property. LACMTA shall monitor the Project, the Construction Areas, and the Restoration

Property in accordance with the procedures set forth in the work plan for monitoring the safe implementation of the Project. In the event that LACMTA detects a condition arising from the Project that would be reasonably likely to adversely affect the health or safety of persons or property, including the public, the employees of LACMTA, its agents, employees, or contractors, Owner Parties, visitors, and the environment within, on, or around the Project, the Construction Areas, or the Restoration Property, LACMTA shall take action to remedy such condition as set forth in the work plan.

**12. Periodic Meetings.** During construction, LACMTA and Owner will meet periodically, as requested by either Party. LACMTA has a community relations department to inform stakeholders about progress on the Project and specific items of concern to the area. LACMTA's primary contact for these matters is Kasey Shuda, Senior Construction Relations Manager, Tel: (323) 900-2124 and Owner's primary contact is David O'Brien, Cresa, Tel.: (310) 943-5134.

**13. Default, Remedies, and Termination.**

13.1. If either Party fails to perform any material term, covenant, or condition of this Agreement, the other Party shall provide the non-performing Party with written notice of such Party's failure to perform. Upon receipt of such notice, the non-performing Party shall have thirty (30) calendar days to cure a failure to perform, unless a shorter cure period applies as set forth elsewhere in this Agreement. If the non-performing Party has not cured within the foregoing time frames or if the cure takes longer than the time frames provided and the non-performing Party has not commenced the cure and is not diligently prosecuting the cure to completion, then the non-performing Party shall be considered in default under this Agreement.

13.2. In the event of any default of this Agreement as provided in Section 12.1, the non-defaulting Party shall have the right to pursue all rights and remedies available to such Party at law or in equity, subject to the terms and provisions of this Section below.

13.3. The failure of an aggrieved Party to enforce any covenant, condition, restriction, or provision herein contained shall in no event be deemed a waiver of the right thereafter to do so, nor of the right to enforce any other covenant, condition, restriction, or provision set forth in this Agreement. A Party shall be considered to have waived any rights hereunder only if such waiver is in writing.

13.4. Notwithstanding anything contained or implied in this Agreement to the contrary, in no event shall the remedies available hereunder for a default of this Agreement include termination of this Agreement. Each Party waives any right under law, equity, or otherwise to terminate this Agreement as a remedy following default hereunder.

**14. LACMTA Responsibility.** LACMTA acknowledges its obligation to ensure that all of its covenants, guarantees, and requirements under this Agreement are completely fulfilled. To the extent LACMTA contracts with or otherwise allows any LACMTA Party to be present on the Construction Areas or the Restoration Property during the prosecution

of the Project, to perform any work related to the Project or to fulfill any requirement or covenant under this Agreement, LACMTA agrees that as between Owner and LACMTA, LACMTA is fully responsible for ensuring that each such LACMTA Party complies with the terms of this Agreement. Nothing in this Agreement shall be construed to affect or impact LACMTA's ability to concurrently pursue claims for indemnity or otherwise against a LACMTA Party.

## **15. General Terms.**

15.1. Owner's Limitation on Liability. Notwithstanding anything to the contrary contained in this Agreement, LACMTA agrees that no direct or indirect partner, shareholder, member, manager, owner, director, trustee, agent, affiliate, or employee in or of Owner shall be personally liable in any manner or to any extent under or in connection with any obligation of Owner under this Agreement.

15.2. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, successors-in-interest, representatives, heirs, and permitted assigns, including but not limited to any Owner successor entities. To that end, Owner shall be permitted to assign this Agreement to any successor entity that maintains an ownership interest in the Owner's Property. Should such an assignment occur, Owner shall provide written notice of the assignment to LACMTA, and LACMTA shall take all actions necessary to ensure compliance with the insurance provisions of this Agreement as to the successor entity, including making corrections to the additional insureds.

15.3. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof unless any of the stated purposes of the Agreement would be defeated.

15.4. Amendments. No amendments or modifications to this Agreement shall be of any force, value, or effect unless the amendment or modification is in writing and signed by the Parties hereto. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the Parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the Parties hereto.

15.5. No Joint Venture. Nothing contained in this Agreement shall be deemed or construed by any person to create the relationship of partnership, joint venture, co-ownership, or principal and agent between the Parties.

15.6. Construction. The language in all parts of this Agreement shall in all cases be construed as a whole and in accordance with its fair meaning and shall not be construed strictly for or against any of the Parties.

15.7. No Third-Party Beneficiaries. Except as otherwise expressly set forth herein, this Agreement is not intended to benefit any third party. Without limitation of the

foregoing, no individual of the public shall be a third-party beneficiary of this Agreement or have any rights or remedies under this Agreement.

15.8. Captions. Any captions or headings to the sections and subsections in this Agreement are solely for the convenience of the Parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof, and in no way define, limit, or prescribe the scope or intent of this Agreement or any provisions thereof.

15.9. No Waiver. Any waiver, consent, or approval by either Party of any breach, default, or event of default of any provision, condition, or covenant of this Agreement must be in writing and shall be effective only to the extent set forth in writing. No waiver of any breach, default, or event of default shall be deemed a waiver of any later breach, default, or event of default of the same or any other provision of this Agreement. Any failure or delay on the part of either Party in exercising any power, right, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power, right, or privilege preclude any further exercise thereof.

15.10. Governing Law/Venue/Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws principles. The Parties acknowledge and agree that any legal suit, action, or proceeding against the other arising out of or relating to this Agreement may be instituted only in a federal or state court in the State of California, Los Angeles County, and the Parties waive any objections that they may now or hereafter have based on venue and/or forum non conveniens of any such suit, action, or proceeding. The Parties will hereby irrevocably submit to the exclusive jurisdiction of any such court in any suit, action, or proceeding.

15.11. Notice. Any notice pursuant to this Agreement shall be given in writing by: (i) personal delivery; (ii) reputable overnight delivery service with proof of delivery; or (iii) United States Mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith. Any notice so given shall be deemed to have been given on the day the addressee receives it or refuses to receive it, so long as (a) that day is a Business Day, and (b) the notice is received prior to 5:00 p.m. local time of the recipient. ("**Business Day**" means any day other than a Saturday or Sunday or a day on which banking institutions in the State of California are authorized or obligated by law to be closed.) Notice received on a day that is not a Business Day, or on a Business Day after 5:00 p.m. local time of the recipient, shall be deemed to have been given the next Business Day. Unless changed in accordance with this Section 14.11, the addresses for notices given pursuant to this Agreement shall be as follows:

If to Owner: 10900 Wilshire, L.L.C.  
45 Rockefeller Plaza, 7<sup>th</sup> Floor  
New York, New York 10111  
Attn: General Counsel

Tel: (212) 715-0300  
Email: generalcounsel@tishmanspeyer.com

With a copy thereof to: Allen Matkins Leck Gamble Mallory & Natsis LLP  
2010 Main Street, Eighth Floor  
Irvine, California 92614  
Attn: K. Erik Friess, Esq.  
Tel: (949) 553-1313  
Email: rfriess@allenmatkins.com

And if to LACMTA: Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza – Mail Stop 99-16-10  
Los Angeles, California 90012-2952  
Attn: Kimberly Ong  
Executive Officer, Projects Engineering  
Tel: (213) 312-3143  
Email: ongk@metro.net

With a copy thereof to: Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza FL - Mail Stop 99-16-1  
Los Angeles, California 90012-2952  
Attn: Matthew Crow  
Deputy Executive Officer, Projects Engineering  
Tel: (213) 312-3144  
Email: crowm@metro.net

With a copy thereof to: Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza - Mail Stop 99-22-8  
Los Angeles, California 90012-2952  
Attn: Craig Justesen  
Deputy Executive Officer, Real Estate  
Email: justesenc@metro.net

With a copy thereof to: Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza – Mail Stop 99-24-42  
Los Angeles, California 90012-2952  
Attn: Quinn Tang  
Email: TangQ@metro.net

**16. Exhibits.** The following exhibits are attached to this Agreement:

- |           |                       |
|-----------|-----------------------|
| Exhibit A | Owner's Property      |
| Exhibit B | TCE Property          |
| Exhibit C | LADWP ROE Property    |
| Exhibit D | LADWP Scope of Work   |
| Exhibit E | (intentionally blank) |
| Exhibit F | Restoration Property  |

Exhibit G	Temporary Environmental Controls
Exhibit H	Construction Fence
Exhibit H.1	Construction Fence Signage Locations
Exhibit I	Insurance Coverage
Exhibit J	(intentionally blank)
Exhibit K	Station Property

All exhibits attached to this Agreement are hereby incorporated by this reference into the body of this Agreement.

**17. Binding Covenants.** The terms, provisions, agreements, covenants, conditions, and restrictions set forth in this Agreement shall be equitable servitudes, and shall run in favor and be enforceable for the benefit of, and shall be binding upon and enforceable against, each Party's property and their respective successors, successors-in-interest, and assigns as fee owner of such property for the duration of this Agreement.



## Exhibit A

### Owner's Property

#### LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 1, 2 AND 3 OF [TRACT NO. 36539](#), IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 969 PAGES 29](#) TO 31 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM SAID LOT 2, ALL OIL AND MINERAL RIGHTS UNDER 500 FEET BELOW THE SURFACE OF SAID LAND, HOWEVER THE LESSOR SHALL HAVE NO RIGHT OF SURFACE ENTRY, AS RESERVED BY DEAN M. HULL AND KATHRYN O. HULL AND WILLIAM A. HUBBARD AND PHYLLIS H. HUBBARD, IN LEASE, DATED FEBRUARY 27, 1978, A MEMORANDUM OF WHICH WAS RECORDED MARCH 17, 1978 AS [INSTRUMENT NO. 78-280790, OFFICIAL RECORDS](#).

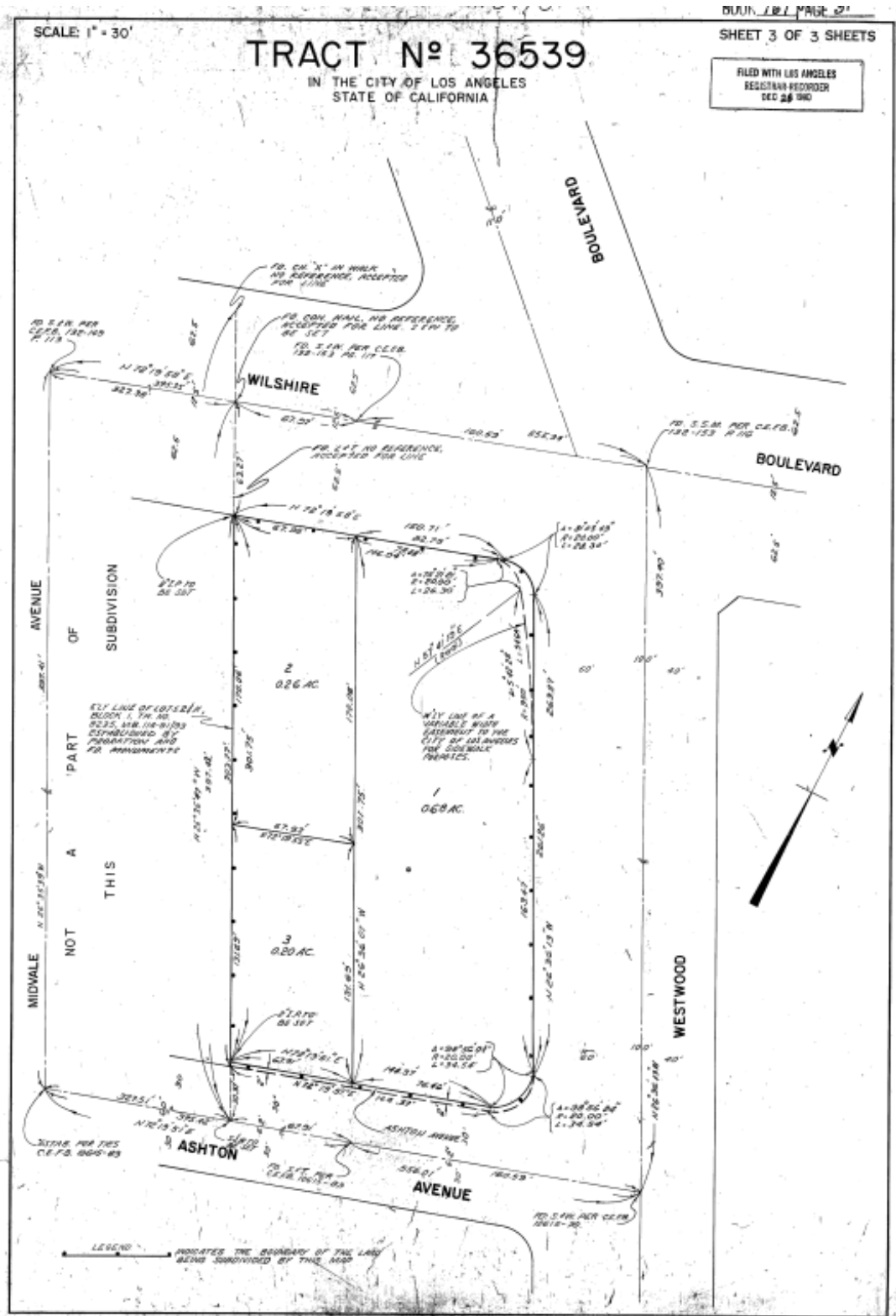
EXCEPT FROM SAID LOT 1, ALL OIL AND MINERAL RIGHTS UNDER 500 FEET BELOW THE SURFACE OF SAID LAND, HOWEVER, LESSOR SHALL HAVE NO RIGHT OF SURFACE ENTRY, AS RESERVED BY JOSEPH K. HORTON AND WILLIAM L. HORTON, JR., AS TRUSTEES UTA MILLIE KURTZ HORTON, MAY 1, 1954, IN LEASE DATED JANUARY 27, 1978, A MEMORANDUM OF WHICH WAS RECORDED MARCH 17, 1978 AS [INSTRUMENT NO. 78-280791, OFFICIAL RECORDS](#).

EXCEPT FROM SAID LOT 3, ALL OIL, GAS, HYDROCARBON SUBSTANCES AND MINERALS NOW OR HEREAFTER COMMERCIALY EXPLOITABLE AND LYING 500 FEET BENEATH THE SURFACE OF SAID LAND, TOGETHER WITH THE EXCLUSIVE AND PERPETUAL RIGHT OF INGRESS AND EGRESS BELOW A DEPTH OF 500 FEET MEASURED VERTICALLY FROM THE SURFACE OF SAID LAND TO EXPLORE, DRILL, MINE, PRODUCE, EXTRACT, MARKET, AND SELL SUCH OIL, GAS, HYDROCARBON SUBSTANCES AND MINERALS; PROVIDED, HOWEVER, THAT THE GRANTORS, THEIR SUCCESSORS OR ASSIGNS, SHALL NOT USE THE SURFACE OF SAID LAND IN THE EXERCISE OF ANY OF SAID RIGHTS AND SHALL NOT DISTURB THE SURFACE OF SAID LAND OR ANY IMPROVEMENTS THEREON OR REMOVE OR IMPAIR THE LATERAL OR SUBJACENT SUPPORT OF SAID LAND OR ANY IMPROVEMENTS THEREON AND SHALL CONDUCT NO OPERATIONS WITHIN NOR HAVE ANY ACCESS WITHIN 500 FEET OF THE SURFACE OF SAID LAND, AS RESERVED BY MARSHALL K. GRAHAM AND VIRGINIA D. GRAHAM, IN DEED RECORDED JULY 2, 1979, AS [INSTRUMENT NO. 79-717959, OFFICIAL RECORDS](#).

[APN: 4324-001-031](#)

Depiction:

Lots 1, 2, and 3 of Tract No. 36539, as depicted below:



Construction Rights Agreement;  
10900 Wilshire

Exh. A-2

5297260.1 -- N1395.17

**Exhibit B**

**TCE Property**

**Legal Description of Temporary Easement W-5004-2**

That portion of Lots 1, 2 and 3 of Tract No. 36539, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 969 of Maps, Pages 29 through 31, inclusive, in the Office of the County Recorder of said County, more particularly described as follows:

**COMMENCING** at the most westerly corner of said Lot 2, said point also being on the southeasterly line of Wilshire Boulevard (62.5 feet half-width) as shown on the map of said Tract No. 36539; thence along the southwesterly line of said Lot 2, South 26°22'55" East, 15.03 feet to the **POINT OF BEGINNING**; thence leaving said southwesterly line, North 63°51'40" East, 23.50 feet; thence South 26°22'55" East, 0.75 feet; thence North 63°37'51" East, 29.22 feet; thence North 26°22'22" West, 7.60 feet to the northwesterly line of said Lot 2; thence along said northwesterly line, North 72°32'49" East, 97.33 feet to the beginning of a tangent curve, concave southeasterly and having a radius of 20.00 feet; thence continuing along said northwesterly line, northeasterly 2.85 feet along said curve, through a central angle of 08°09'30"; thence leaving said northwesterly line, South 63°37'05" West, 110.17 feet; thence South 26°36'17" East, 6.70 feet; thence South 63°35'55" West, 41.49 feet to said southwesterly line of Lot 2; thence along said southwesterly line, North 26°22'55" West, 15.71 feet to the **POINT OF BEGINNING**.

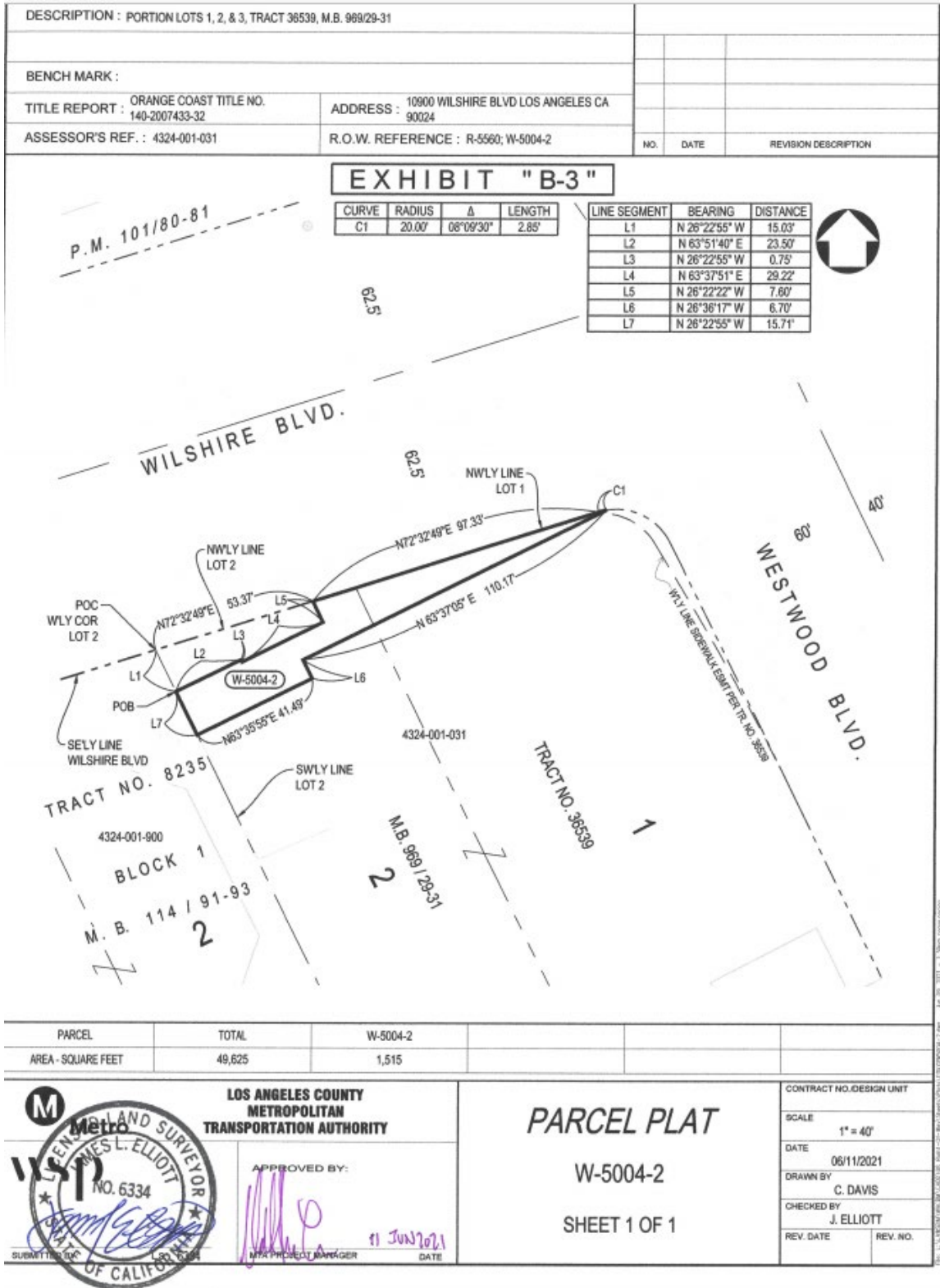
This description prepared by me or under my direction:

  
James L. Elliott, P.L.S. 6334

6-9-21  
Date



# Depiction of Temporary Easement W-5004-2



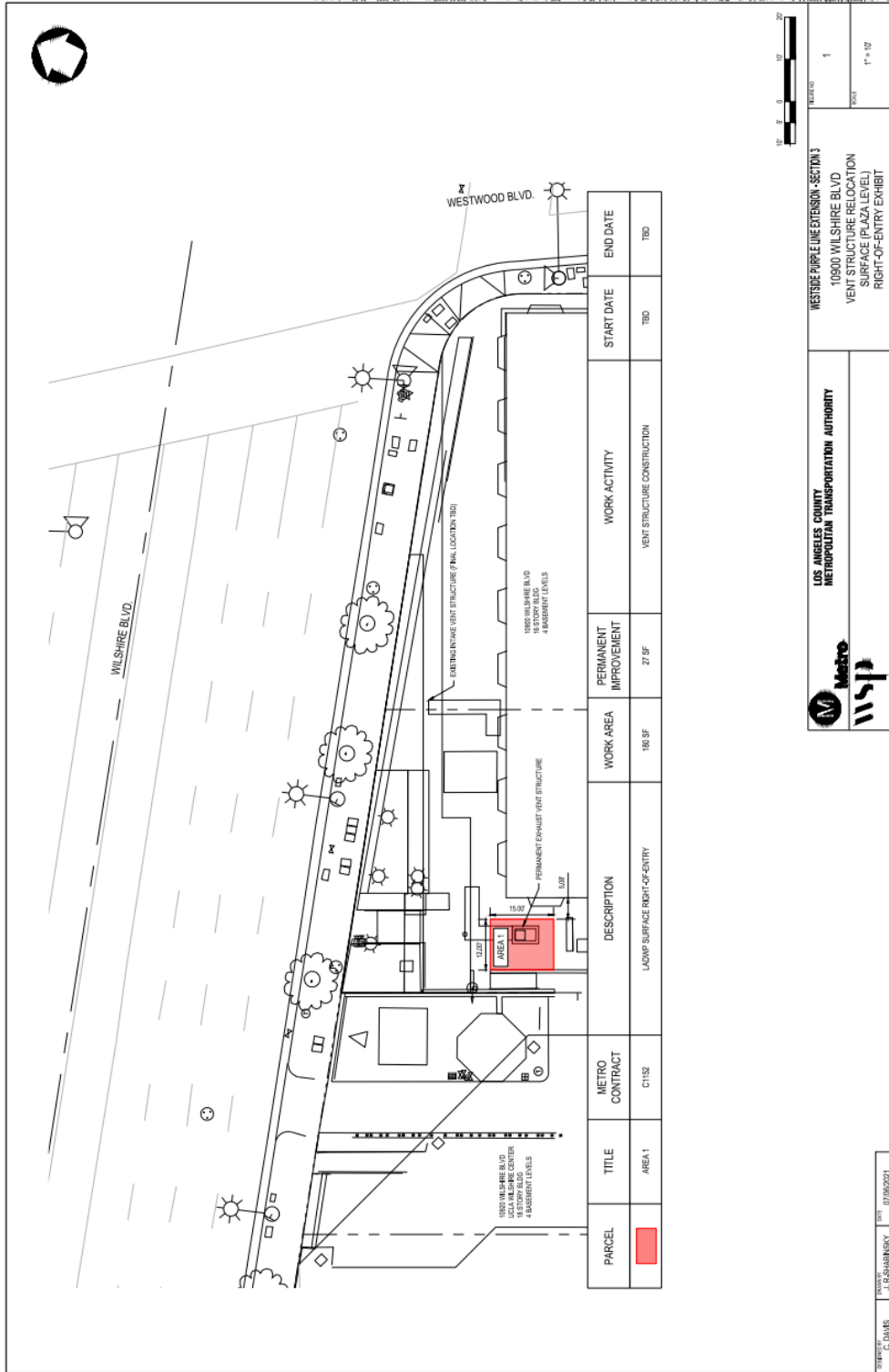
Construction Rights Agreement;  
10900 Wilshire

Exh. B-2

5297260.1 -- N1395.17

# Exhibit C

## LADWP ROE PROPERTY



Construction Rights Agreement;  
10900 Wilshire

5297260.1 -- N1395.17

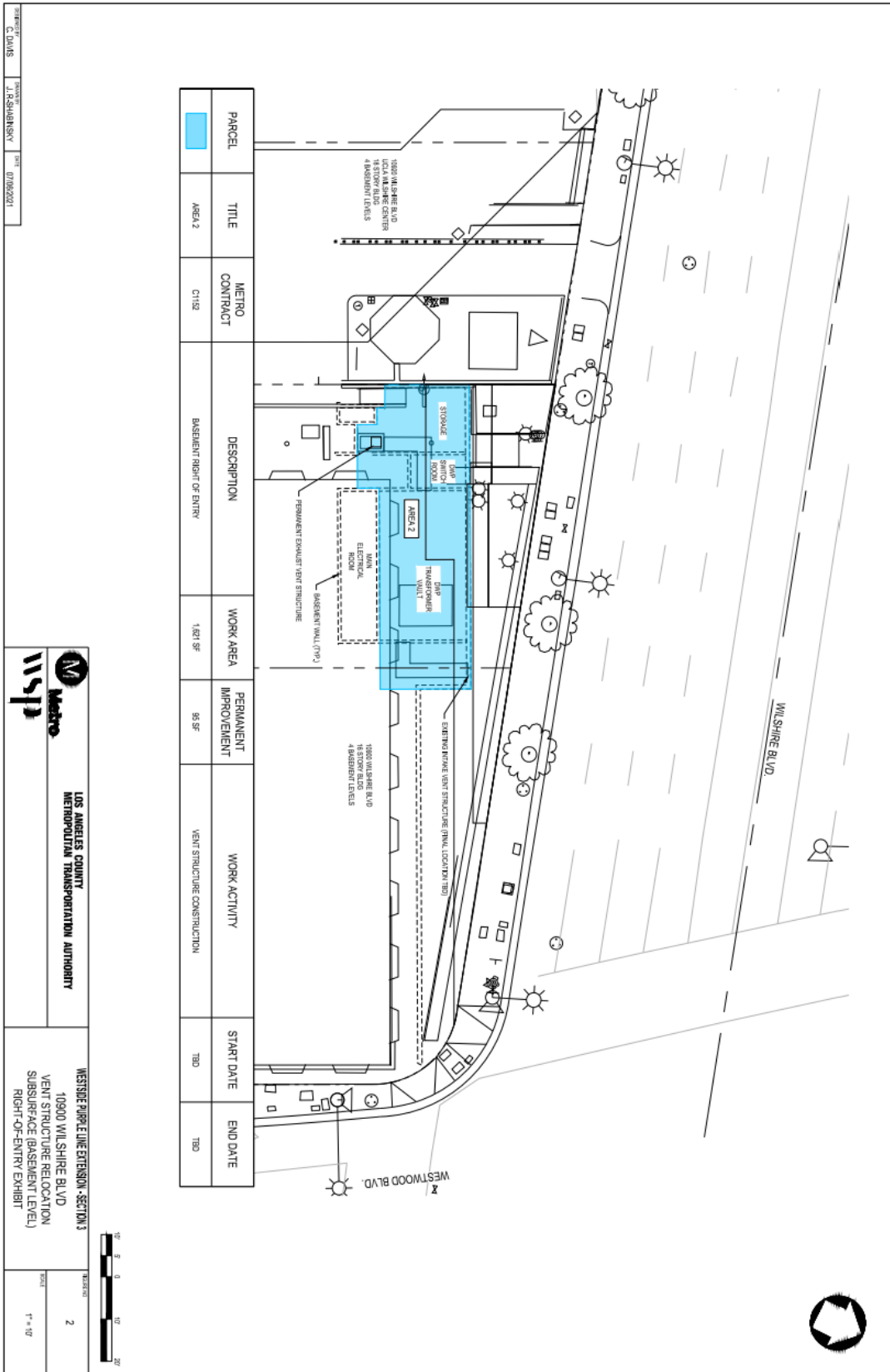
Exh. C-1

DATE: 07/26/2021  
DRAWN BY: J. CHAMBERSKY

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

WESTSIDE PURPLE LINE EXTENSION - SECTION 3  
10900 WILSHIRE BLVD  
VENT STRUCTURE RELOCATION  
SURFACE (PLAZA LEVEL)  
RIGHT-OF-ENTRY EXHIBIT

SCALE: 1" = 10'



File: L:\LAP\BIM\AECM\CAD\BIM\_Construction\Section 3\Right of Entry\Exhibit\GLA SE Entrance RCE for Vent Structures - Exhibit (07/08/2021).dwg Jul 07, 2021 - 10:08am J.mahoney

## Exhibit D

### LADWP Scope of Work

#### Right of Entry Scope of Work/Access Requirements

##### Area 1&2: Surface Right of Entry:

###### Area 1:

- After demo is complete by others, field survey to ensure proper materials are available for install. (1 Day)
- Install/Connect ductwork to duct riser off new EF serving the LADWP vault. (2 day)
- Inspect area once shaft enclosure is complete to ensure no issues prior to fan start-up. (1 day)

###### Area 2:

- Current design does not require ROE access to Area 2 for temporary or permanent intake vent structure.

##### Notes:

- Scope of work, sequencing and durations shown above are subject to change based on the final design and field conditions.
- Durations shown are for general access purposes only, workdays shown may not reflect full 8-hour shifts or may not occur consecutively.
- Current scope of work is planned during normal business hours (6 a.m. – 3 p.m. M-F), no other off hour access is currently requested.
- Minimum 2 Parking spots and adequate work areas are requested for all activities shown above.

##### Area 3: Basement Right of Entry:

###### Supply Fan Side:

- Air Balance Subcontractor to take readings of Existing Supply Fan serving LADWP Vault CFM output prior to demo of system components. (1 Day)
- Shutdown system for tie over to temporary intake ductwork. (1 day)
- Re-Energize Fan and perform system checkout. (1 day)
- Shutdown system for tie over to permanent intake ductwork. (1 day)
- Re-Energize Fan and perform system checkout. (1 day)
- Air Balance Subcontractor to take final readings once system is back online. (1 Day)

###### Exhaust Fan Side:

- Saw out new exhaust duct penetrations for storage room and LADWP vault walls. (2 days)
- Install Fan, Ductwork, fire dampers and other system related components. (10 days)
- Install new line voltage thermostat and local audible alarm for new exhaust fan. (3 days)
- Test and Commission New Exhaust Fan. (2 days)
- Air Balance Subcontractor to take final readings once system is complete. (1 Day)

##### Notes:

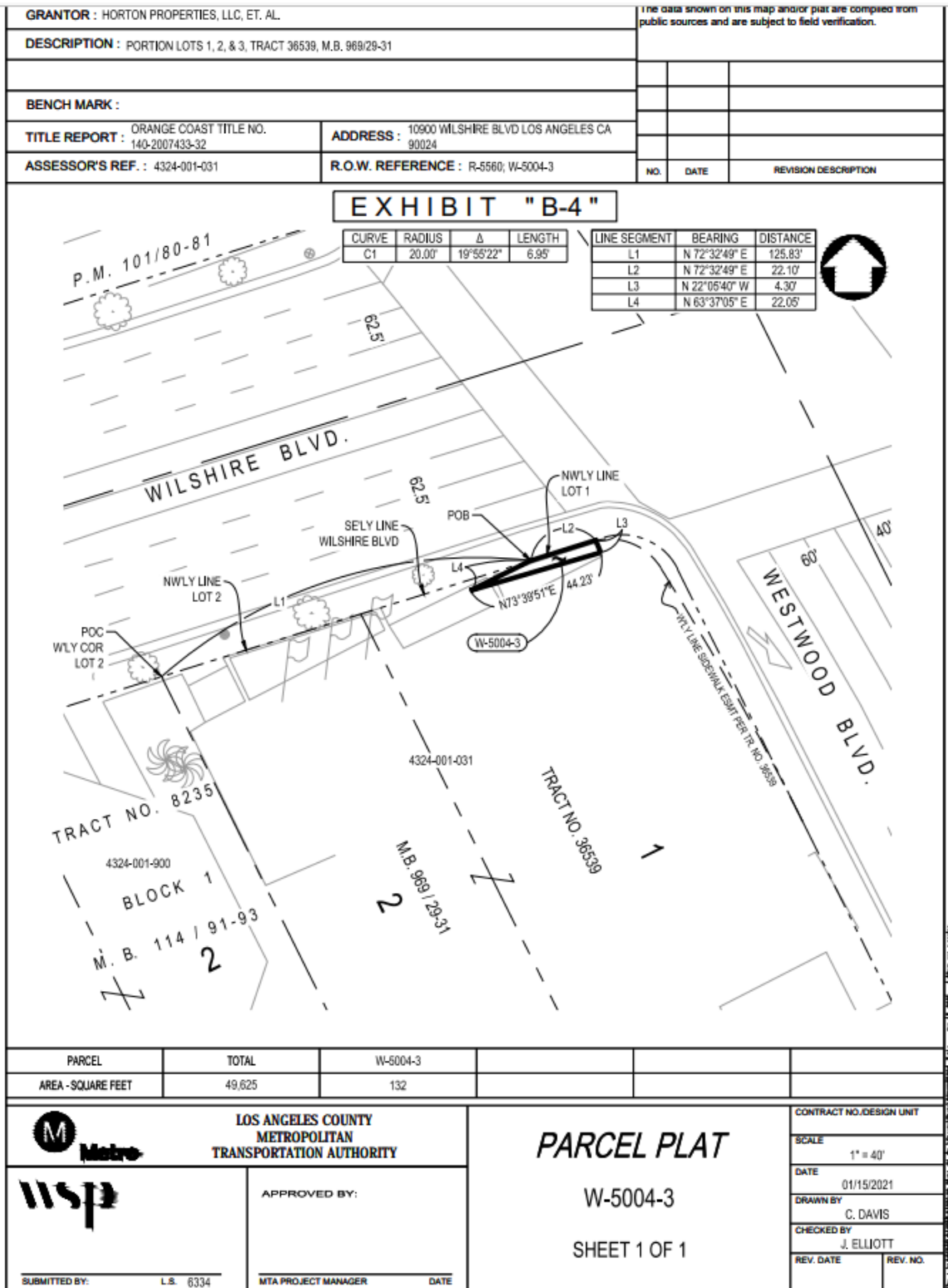
- Scope of work, sequencing and durations shown above are subject to change based on the final design and field conditions.
- Durations shown are for general access purposes only, workdays shown may not reflect full 8-hour shifts or may not occur consecutively.
- Current scope of work, besides work required within the LADWP vault, is planned during normal business hours (6 a.m. – 3 p.m. M-F), no other off hour access is currently requested.
- Minimum 2 Parking spots and adequate work areas are requested for all activities shown above.





# Exhibit F

## Restoration Property



# Exhibit G

## Temporary Environmental Controls

Los Angeles County Metropolitan Transportation Authority  
Westside Purple Line Extension Project, Section 3

EXHIBIT G

### SECTION 01 57 19

#### TEMPORARY ENVIRONMENTAL CONTROLS

##### PART 1 - GENERAL

##### 1.01 SECTION INCLUDES

- A. Eliminating or minimizing air, soil and water pollution generated by construction activities.
- B. Complying with legal requirements applicable to Contractor Generated Hazardous Wastes, including preparation and implementation of Contractor Generated Hazardous Waste Management Plan.
- C. Designating a qualified staff member as Pollution Control Representative.

##### 1.02 RELATED SECTIONS

- A. Section 01 33 00 Submittal Procedures
- B. Section 01 35 35 Water Pollution Control (Construction SWPPP)
- C. Section 01 43 10 Project Quality Program Requirements - Design/Build
- D. Section 01 50 00 Temporary Facilities and Controls
- E. Section 01 51 23 Temporary Construction Ventilation

##### 1.03 REFERENCES

- A. Standard Specifications for Public Works Construction (SSPWC)
  - 1. Green Book Standard Specifications for Public Works Construction, Latest Edition adopted by City of Los Angeles Board of Public Works (LABPW).
- B. City of Los Angeles, Department of Public Works
  - 1. Brown Book Latest Additions and Amendments to the Green Book.
- C. County of Los Angeles, Department of Public Works
  - 1. Green Book
- D. Metro has prepared an Environmental Impact Report/Environmental Impact Statement (EIR/EIS) in compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). Mitigation measures from these documents are incorporated into these specifications where applicable.
- E. South Coast Air Quality Management District (SCAQMD) rules and regulations.

Temporary Environmental Controls  
C1152 – Stations and Systems

01 57 19-1

Conformed: 02.28.2019

**1.04 QUALITY ASSURANCE**

- A. Comply with requirements of Section 01 43 10, Project Quality Program Requirements – Design/Build.

**1.05 SUBMITTALS**

- A. Refer to Section 01 33 00, Submittal Procedures.
- B. Pre-Construction
  - 1. Contractor-Generated Hazardous Waste (CGHW) Management Plan: Required 30 days prior to commencement of field activities.
  - 2. Fugitive Dust Emissions Control Plan: Required 30 days prior to commencement of field activities. Submittal of the Fugitive Dust Emissions Control Plan for Metro is independent of any SCAQMD requirement for a Fugitive Dust Emissions Control Plan under SCAQMD Rule 403 or other applicable Rule.
  - 3. Rule 1166 Plan for VOC impacted soils to be submitted and approved by SCAQMD prior to earth moving activities in known impacted areas.
  - 4. Air Scrubber product and operational data.
- C. Construction
  - 1. Fugitive dust emissions and control measures monthly reports.

**1.06 DEFINITIONS**

- A. Contractor-Generated Hazardous Waste: Hazardous Waste and Solid Waste generated, released or discharged by the Contractor or the Contractor's agents, Subcontractors, or Suppliers, or by their respective employees not related to Hazardous Waste and Hazardous Materials scope that is defined as part of the Project.
- B. Contractor-Generated Hazardous Waste (CGHW) Management Plan: A written waste management plan properly governing CGHW prepared and implemented in accordance with Title 22, Division 4.5, California Code of Regulations, and other applicable laws and regulations.

**1.07 WORKSITE CONDITIONS**

- A. Contractor shall delegate environmental control, pollution monitoring and record keeping requirements to Contractor's Safety Engineer, Contractor's Environmental Manager, or most appropriate personnel.

**PART 2 - PRODUCTS**

**2.01 POLLUTION CONTROL**

- A. Provide products required for Work in accordance with Standard Specifications for Public Works Construction (SSPWC) and as specified herein.
- B. Scrubbers: Comply with Section 01 51 23, Temporary Construction Ventilation.

**PART 3 - EXECUTION**

**3.01 AIR POLLUTION CONTROLS**

- A. Comply with the SSPWC Greenbook, Section 7-8.2, Air Pollution Control.
- B. Criteria for Fugitive Dust: Detailed descriptions and explanations of specific fugitive dust control measures are contained in South Coast Air Quality Management District (SCAQMD) Rules and Regulations (Rule 403, Fugitive Dust; Rule 1186, PM<sub>10</sub> Emissions from Paved and Unpaved Roads). Key features of Rule 403 are described below. The language of the most current version of Rule 403 and its Implementation Handbook governs unless indicated. Obtain permits or plans as required by the SCAQMD for air pollution controls. Prepare a Dust Control Monitoring Plan that includes the following:
  - 1. Designate a staff member knowledgeable in environmental matters as the Air Pollution Control representative.. The representative shall be responsible for ensuring compliance with the Fugitive Dust Emissions Control Plan, its preparation, submittal, implementation, monitoring, and record keeping.
  - 2. Do not cause or allow emissions of fugitive dust from transport, handling, construction or storage activity to remain visible in atmosphere beyond property line of the emission source.
  - 3. Take precautions to minimize fugitive dust emissions from operations involving demolition, excavation, grading, and clearing of land and disposal of solid waste. Utilize one or more of the applicable Best Available Control Measures (BACM) for each potential source of fugitive dust listed in Table 1 of Rule 403.
  - 4. Do not cause or allow particulate matter to exceed 50 µg/m<sup>3</sup> when determined as the difference between simultaneous upwind and downwind samples, collected on high volume particulate matter samplers or other EPA approved equivalent method, for PM-10 monitoring at the property line for a five hour period during the time of active operations. The decision to conduct sampling will be made and performed by the SCAQMD. Contractor is responsible for payment of the Ambient Air Analysis fees, at no additional cost to Metro, imposed by SCAQMD under Rule 304.1.
  - 5. Prevent, or remove within one hour, the track-out of bulk material onto public paved roadways, as a result of Contractor's operation, or utilize at least one of the control measures listed in Table 3 of Rule 403 and prevent the track-out of bulk material onto public paved roadways, and remove such material at any time track-out extends for more than 50 feet onto any paved public road, and

remove all visible roadway dust tracked-out upon public paved roadways at the end of each Work day when active operations cease.

- C. Use the following procedures and techniques at a minimum:
1. Trucks transporting soil, sand, other excavated, or backfill materials to or from the sites shall be covered with a tarpaulin from the point of origin to the point of unloading. Secure firmly or remove loose tarpaulin material from such loads before leaving Worksite.
    - a. For trucks hauling wet materials, use only dump bodies that do not allow wet material to leak out during travel (e.g. no bottom dump haulers). Use end dump bodies with tail gates that seal.
  2. Remove visible roadway dust tracked-out upon public sidewalks at the conclusion of each shift. If necessary, water down and sweep streets around and near to the site that have heavy volumes of construction vehicles carrying debris and excavated materials, and adjacent sidewalks.
  3. If conveyors are used, enclose conveyors and cover transfer points along conveyor system. Minimize drop height to the stockpile. Provide a sprinkler system at stockpiles and apply water to soils to retard dust development as required. This process does not include the slurry separation system (if used).
  4. Install wheel/undercarriage-washing equipment, or a functional equivalent, at tunnel excavations as the first method by which to ensure that haul trucks have clean wheels and undercarriages before entering public roadways.
  5. Incorporate adapted measures developed by SCAQMD on Best Available Control Measures (BACM) for Fugitive Dust and Rule 403 into the site operations for Fugitive Dust Control.
  6. Water down construction sites according to SCAQMD Rule 403, as required to suppress dust, during grading, handling of excavation soil or debris, or during demolition.
  7. Establish regular cycles and locations for cleaning trucks that haul soil from site.
- D. Burning of wastes is prohibited. Remove scrap and waste material and dispose of in accordance with laws, codes, regulations, ordinances and permits.
- E. Use construction equipment designed and equipped to prevent or control air pollution in conformance with most restrictive regulations of EPA, State and local authorities. Maintain evidence of such design and equipment and make available for inspection by Metro.
- F. Establish and maintain records of a routine maintenance program for internal combustion engine powered vehicles and equipment used on Project. Keep records available for inspection by Metro.

- G. Implement Fugitive Dust Measures listed in tables 1 and 2 of SCAQMD Rule 403 and perform record keeping in accordance with Sections (e)(1) of said rule. Make records available to Metro for inspection.
- H. Apply Best Available Control Technology (BACT) method or use alternative forms of bentonite such as pellets, granules, or biodegradable gel. If bentonite is used in a powder form, implement measures to ensure that PM10 emissions do not exceed permissible levels. Additional measures may include:
  - 1. Bulk Transport: transport bentonite by pneumatic means or enclosed trucks;
  - 2. Enclosed Handling and Storage: unload bentonite pneumatically or by enclosed conveyors and chutes. Store bentonite in enclosed containers or silos with fabric filters.
  - 3. Enclosed Slurry Batch Mixing: Use a mixer that is equipped with a pneumatic loader and a fabric filter or a mixer in an enclosed structure equipped with fabric filters at ventilation openings.
- I. Criteria for VOC Contaminated Excavated Soils: Detailed descriptions and explanations of control measures are contained in SCAQMD Rule 1166. Contractor shall follow procedures outlined in Rule 1166, for Project specific permit application.
- J. Perform Odor Control. Use odor suppressants on stockpiles or other approved methods.

### **3.02 WATER POLLUTION CONTROLS**

- A. Refer to Section 01 35 35, Water Pollution Control.

### **3.03 STORMWATER POLLUTION PREVENTION PLAN**

- A. Refer to Section 01 35 35, Water Pollution Control.

### **3.04 HAZARDOUS WASTE CONTROLS**

- A. This Section applies to Contractor-Generated Hazardous Waste (CGHW).
- B. Contractor-Generated Hazardous Waste Management Plan: Prepare and implement a CGHW Plan in accordance with Title 22, Division 4.5, CCR, and applicable laws and regulations. Metro has the right to enforce Quality Assurance/Quality Control monitoring on Contractor's implementation of CGHW Plan.
- C. Waste Classification: In the event that Contractor or Metro reasonably suspects that Contractor has generated, released or discharged Contractor-Generated Hazardous Waste, bear costs of sampling and monitoring tests and other investigations to determine whether said waste is Solid Waste or Hazardous Waste in accordance with federal, state and local requirements, including without limitation, RCRA and Title 22, CCR Chapter 30, Article II (as amended, modified or replaced from time to time). Metro reserves the right (but not the obligation) to perform its own physical and chemical analyses and tests on suspected CGHW. Furnish samples and test results, at Contractor's cost, as directed by Metro.

- D. **Disposal Regulations:** Be responsible for the management, abatement, removal, remediation, clean up, loading, transport, unloading, reuse, recycling, storage and disposal of CGHW in accordance with laws, rules, regulations and orders, including without limitation, Title 22, Chapter 30 et seq California Code of Regulations, California Health and Safety Code Section 25100 et. seq, Titles 23 and 26, California Code of Regulations, and regulations of the waste disposal facility to be used.
- E. **Haul Routes:** Haul routes for transporting solid or Hazardous Wastes are subject to the approval of County of Los Angeles, City of Los Angeles, Caltrans, or other agency having jurisdiction over the transportation of such materials. Post copy of haul route permit at Worksite. Sweep access points and surrounding areas as needed, no less than 3 times daily.
- F. **Street Sweeping:** Have available, on site, at all times an operable standard size street sweeper capable of operating efficiently within the traffic conditions, and that complies with all applicable environmental standards. All public streets, including but not limited to private driveways and parking areas, impacted by construction vehicle traffic and construction activities, shall be kept clean of all track-out debris and dust build up at all times. Contractor shall monitor all areas, on a continuous basis, that are affected by the work or haul activities and take immediate action to correct any deficiencies. This shall include but not be limited to monitoring and cleaning, as required by Metro, County of Los Angeles, City of Los Angeles, Caltrans, and any other agencies having jurisdiction, in and around all staging sites, work areas, and haul routes.

**END OF SECTION 01 57 19**

## Exhibit H

### Construction Fence

1. Construction Fence for LADWP ROE Property: Area 1 of the LADWP ROE Property will be separated from the Plaza of the Owner's Property during the Construction Activities with an 8 foot chain link temporary fence and is depicted in the Image 2 below.
2. Construction Fence for Station Property and TCE: At the time of this Agreement, the proposed design and placement for the Construction Fencing for the Station Property and the TCE is depicted in the Image 2 below. Such design and placement may be modified from time to time as deemed appropriate by LACMTA and Owner.
3. Construction Fence for Restoration ROE: At the time of this Agreement, the proposed placement for the Construction Fencing for the Restoration ROE is not fully known and will depend upon the Owner's final restoration of the plaza. The approximate location is depicted in Image 3 below and will not impede the Owner's access to the Property.

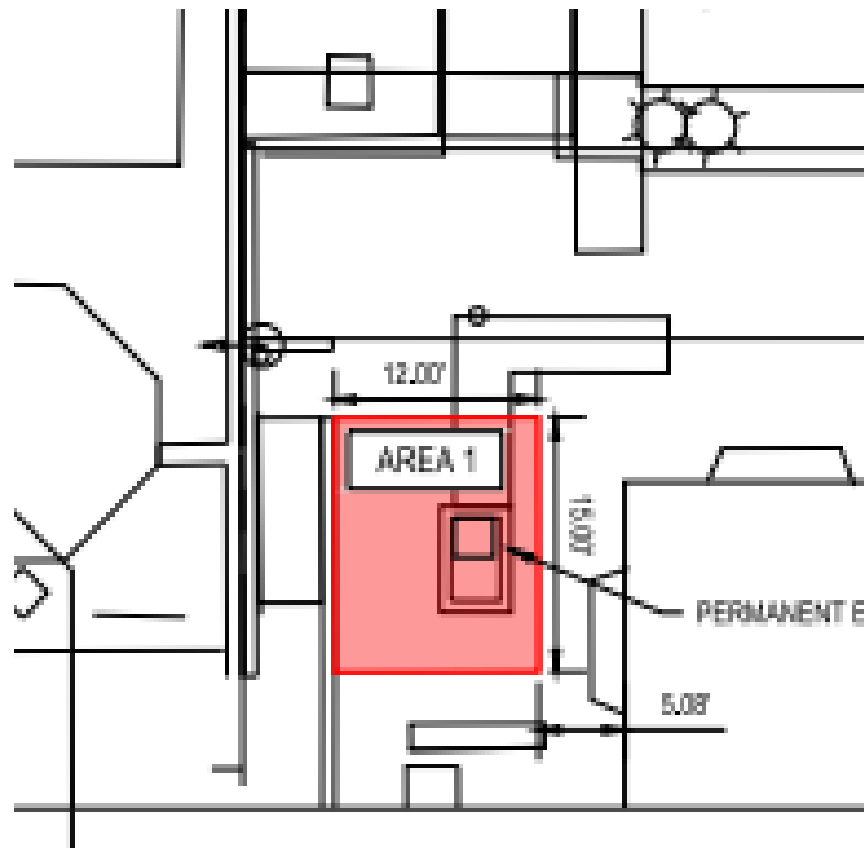


Image 1: Construction Fence for LADWP ROE



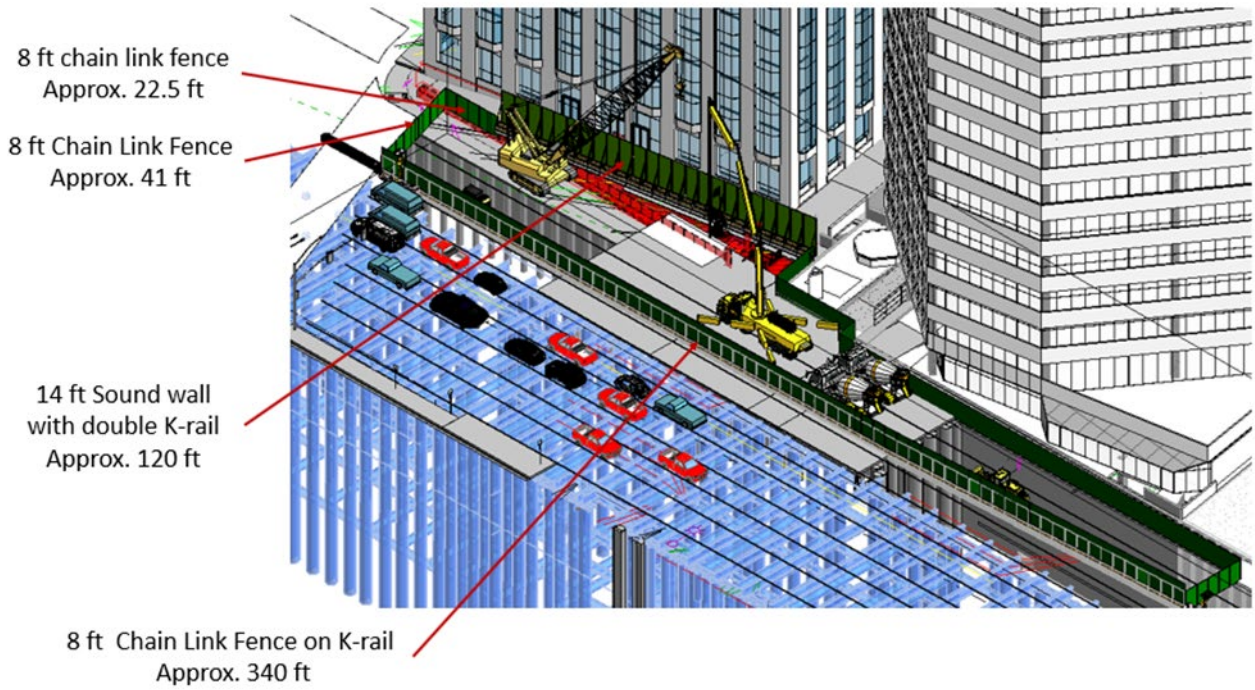


Image 2: Construction Fence for Station Property and TCE

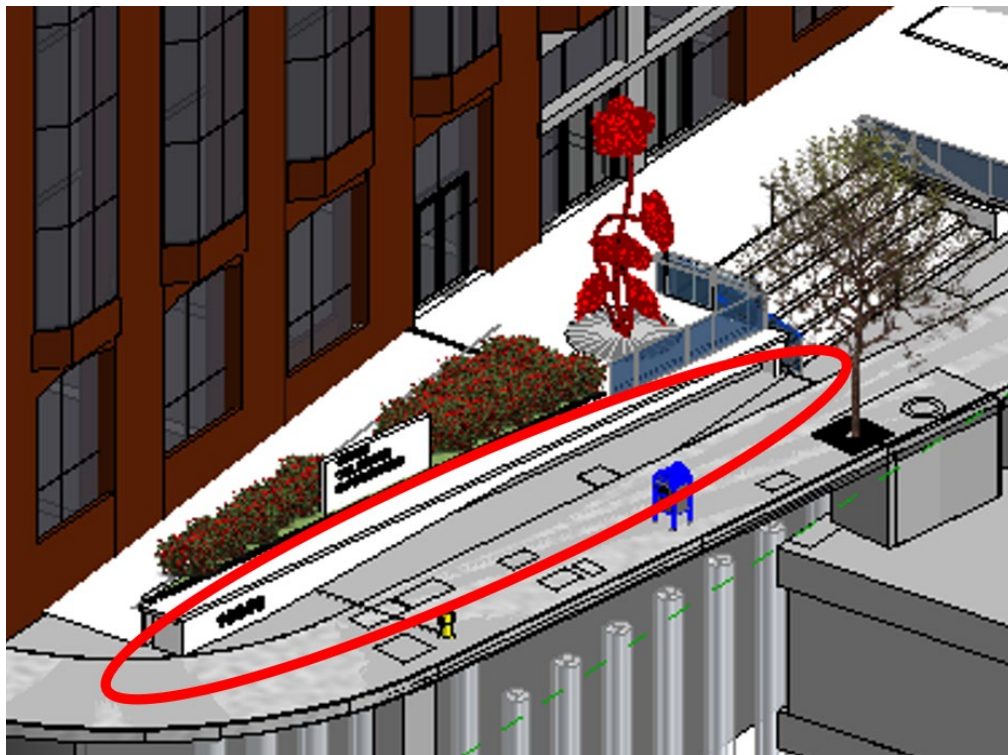
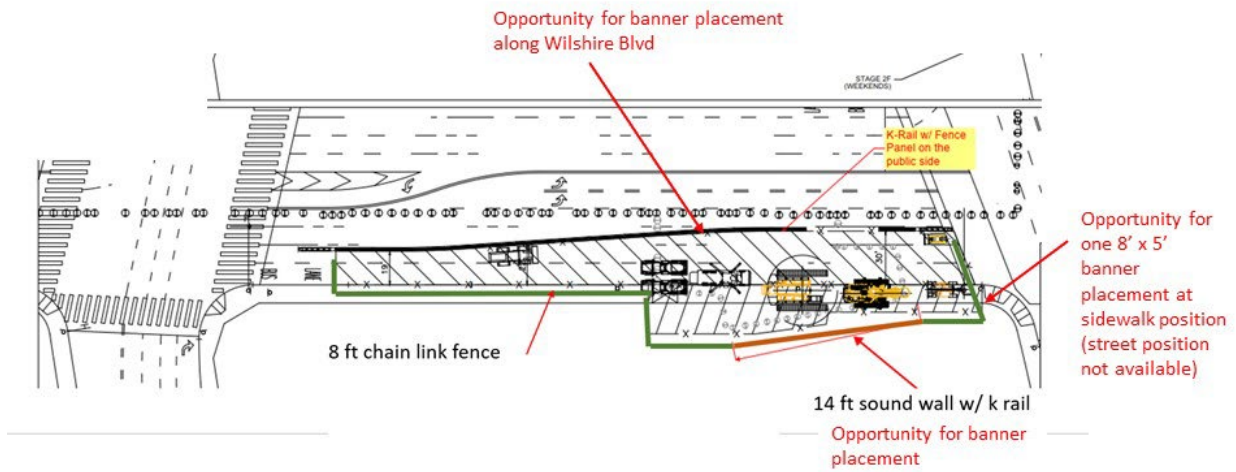


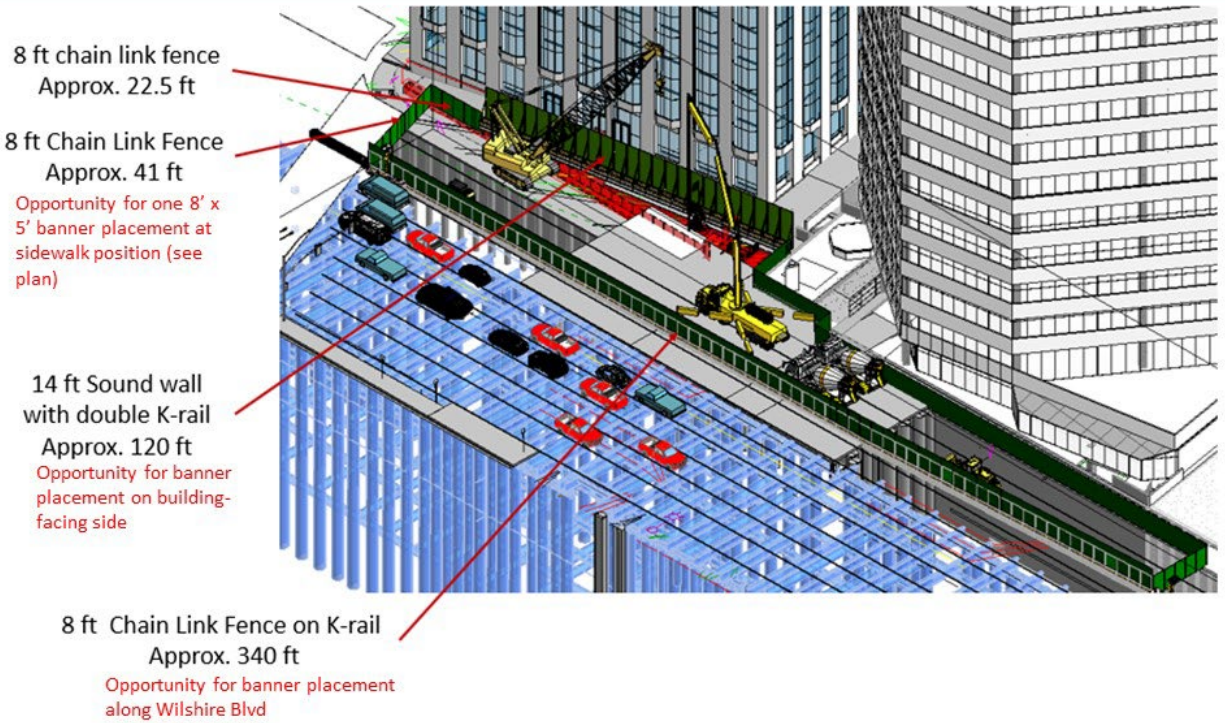
Image 3: Approximate Location of Fencing for Restoration ROE

# Exhibit H.1

## 10900 Wilshire Blvd Building Temporary Construction Fencing – Banner Locations



# 10900 Wilshire Blvd Building Temporary Construction Fencing – Banner Locations



## Exhibit I

### Insurance Coverage

#### 1. Commercial General Liability Insurance

The Contractor Controlled Insurance Program (“**CCIP**”) shall include Commercial General Liability (CGL) coverage for LACMTA's contractor ("Contractor") and all contractor related entities and the Owner and the Owner Parties (“Indemnified Parties”), except for subcontractors not approved at LACMTA's sole discretion. The CCIP shall include a policy or policies of commercial general liability insurance for bodily injury, property damage, personal injury, and advertising injury specifically and exclusively for the Project written on an occurrence form that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form CG 00 01 04 13, or equivalent with exclusions only as are typical for a construction project of this magnitude. Such insurance shall include, by its terms or appropriate endorsements, coverage for bodily injury, property damage, fire legal liability, personal injury, blanket contractual liability, independent contractors, premises operations, products and completed operations, broad form property damage and hazards commonly referred to as "x" (explosion), "c" (collapse), and "u" (underground) exposures, cross liability, separation of insureds, or severability of interests. The policy shall include an ISO CG 22 80 endorsement or equivalent. The policy or policies shall be endorsed to state that any and all exclusion related to railroads (including but not limited to premises, operations, contractual obligations, etc.) shall be removed.

The commercial general liability insurance coverage shall have a minimum limit of \$2 million combined single limit of liability for bodily injury, property damage, and personal injury per occurrence, \$4 million general annual aggregate, and \$4 million products/completed operations aggregate. Contractor shall maintain such insurance for 90 days beyond the Revenue Operations Date (ROD). Contractor shall be the named insured and each of the Indemnified Parties shall also be named insureds at policy inception as to any insured loss or liability arising out of or in any way related to the Project, including with respect to liability arising out of the acts or omissions of any contractor related entity. The required limits can be satisfied by a combination of a primary policy and excess policies. The products and completed operations coverage, only, shall be in effect for a minimum of 10 years following ROD.

#### 2. Workers' Compensation And Employer's Liability Insurance

The CCIP shall include, for Contractor and all subcontractors (except for subcontractors not approved at LACMTA's sole discretion), workers' compensation statutory limits policy in conformance with the laws of the State, and employer's liability insurance (for bodily injury or disease) with minimum limits of \$1 million per accident for bodily injury by accident, \$1 million per employee for bodily injury by disease, and \$1 million policy limit for bodily injury by disease. LACMTA's approval of subcontract exclusions from the workers' compensation coverage shall not be unreasonably

withheld. Contractor shall maintain such insurance for one year following ROD. Contractor and enrolled subcontractors shall be named insureds on these policies. The workers' compensation policy shall contain the following endorsements:

- (a) A voluntary compensation endorsement.
- (b) An alternative employer endorsement.
- (c) An endorsement extending coverage to all states operations on an "if any" basis.

The required limits can be satisfied by a combination of a primary policy and an excess or umbrella policies.

### **3. Automobile Liability Insurance**

Contractor shall provide commercial automobile liability insurance covering the ownership, maintenance, or use of all owned/leased, non-owned, and hired vehicles used in the performance of the Work; including loading and unloading, with limits of \$10 million combined single limit for bodily injury and property damage liability. Contractor shall maintain such insurance through the end of the warranty period; provided, however, that such coverage shall be maintained for vehicles used in the performance of any work related to the Project until the expiration of the Warranty period. Coverage shall be provided on ISO form number CA 00 01 (Ed. 03/10) or equivalent. The required limits can be satisfied by a combination of a primary policy and excess policies. The automobile liability insurance policy shall be endorsed to include Motor Carrier Act Endorsement-Hazardous materials clean up (MCS-90 and CA 99 48). Contractor shall ensure that all subcontractors shall maintain at least \$1 million of automobile liability insurance with all applicable terms as required herein.

### **4. Contractor's Pollution Liability Insurance**

The CCIP shall include contractor's pollution liability (CPL) insurance with a total combined limit of liability of no less than \$40 million per occurrence and \$50 million in the aggregate dedicated to this Project for the Contractor, all contractor related entities and Indemnified Parties (except for subcontractors not approved at LACMTA's sole discretion). The CPL shall be obtained on an occurrence basis for a policy term inclusive of the entire period of construction. The policy shall have a total term of not less than 15-years including products and completed operations coverage unless a shorter period is approved at LACMTA's sole discretion. The CPL policy shall include coverage for cleanup costs, third-party bodily injury, and property damage resulting from pollution conditions caused by contracting operations. The CPL shall also provide coverage for transportation and off-site disposal of materials. The Indemnified Parties shall also be named insureds on the CPL policy.

## **5. Environmental Impairment Liability Site Coverage Insurance**

Upon LACMTA's completion of appropriate environmental documents and within 60 days of LACMTA issuing a Change Order to the contract, Contractor shall bind an Environmental Impairment Liability Site Coverage insurance policy covering environmental risks; including the clean-up and remediation of unexpected Hazardous Substances from the Project, with a coverage limit of not less than \$50 million on a claims made or reported basis policy form. The intent of this policy is to cover any and all required remediation actions not otherwise contemplated as of the date of the Proposal Date as well as bodily injury and third party environmental damage. Specifically, the policy shall include coverage for remediation of known conditions in concentrations not currently known to require remediation as well as unknown conditions. Remediation required as a result of future legal or regulatory changes shall also be covered. The term of the policy shall be no less than a 15-year period from the inception of insurance coverage. Coverage shall be endorsed to include Non-Owned Disposal Site Coverage and Transporter Coverage. Contractor and contractor related entities shall be named insureds on this policy. The Indemnified Parties shall also be named insureds on this policy. The Change Order for the purchase of this policy shall ONLY reimburse Contractor for insurance premiums and no other costs. Contractor's obligation to purchase this coverage does NOT expand Contractor's legal liability for remediation of pre-existing environmental contaminants, which is significantly limited as described in GC 43.4.3.

## **6. Umbrella Or Excess Liability Insurance**

The CCIP shall include an umbrella or excess liability insurance policy ("Excess Policy") with limits of not less than \$350 million, which will provide bodily injury, personal injury, and property damage liability coverage at least as broad as the primary coverages set forth above, including Employer's Liability, Commercial General Liability, and Comprehensive Automobile Liability insurance, in excess of the amounts set forth in SP-06.A.1, SP-06.A.2 and SP-06.A.3. Such policy or policies shall include the following terms and conditions: (a) pay on behalf of wording as opposed to reimbursement; and (b) concurrency of effective dates with primaries. The Indemnified Parties shall be named insureds on the Excess Policy.

## **7. Professional Liability Insurance**

The CCIP shall include project-specific professional liability coverage with limits not less than \$75 million per claim and aggregate. The professional liability coverage shall be provided on a primary basis and shall protect against any negligent act, error, or omission arising out of design, engineering, project/construction management, or oversight activities with respect to the Project, including coverage for the negligent acts or omissions of Contractor or any contractor related entity. The policy shall have a retroactive date consistent with the inception of design and/or project/construction management activities, and no later than issuance of the Notice to Proceed (NTP). The policy shall have a 10-year extended reporting period (ERP) from the date of substantial completion with respect to events which occurred but were not reported

during the term of the policy, if available, but the total term of the policy (policy term plus ERP) shall be no less than 10 years. The named insureds shall include all contractor related entities performing professional services for the project, including Work provided via a separate contract if such contract is with Contractor or an extant contractor related entity. This policy shall also include an indemnified party endorsement, or vicarious liability endorsement for the Indemnified Parties which shall not limit the rights of any indemnified party to file a claim against and to recover under the professional liability policy.

## 8. Builder's Risk Insurance

The CCIP shall include a policy of builder's risk insurance for the Project as specified below. The insureds shall be Contractor, contractor related entities, and Indemnified Parties, as their interests may appear. The insurance shall be maintained until the ROD. Indemnified Parties shall be named insureds on this policy along with Contractor.

### (a) Minimum Scope

A blanket builder's risk insurance policy on an "all risk" and flood basis for the Project including: (1) London Engineering Group (LEG) type 2 coverage for faulty workmanship; (2) coverage against damage or loss caused by any type of earth movement (except a bona fide earthquake), subsidence, sinkhole, flood, fire, theft, collapse, explosion, vandalism and malicious mischief, machinery accidents and operational testing; (3) coverage for removal of debris (with a sublimit not less than \$5,000,000 for debris removal), and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the Project; (4) transit coverage with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off of the site. For tunneling exposures, the policy shall be endorsed (e.g., Munich Re 101, or equivalent) to provide 120% of the replacement cost of the insured unit in the event of collapse.

### (b) Minimum Coverage

Coverage shall be for the replacement value thereof for "all risks" of direct physical loss or damage, including earth movement (but not a bona fide earthquake), subsidence, sinkhole and flood coverage, with a minimum limit of liability equal to \$350 million, plus "soft cost expense cover" (including attorneys' fees and fees and other costs associated with such damage or loss and with any Governmental Approvals). Coverage shall include a minimum sub-limit on such soft cost/delay expenses of \$50 million, with a maximum delay deductible of 30 days. Landscaping shall have a minimum sub-limit of \$2 million. The soft cost/delay sub-limits shall not include any coverage for loss of rental income or loss of gross earnings. Deductibles or self-insured retentions for all other perils shall not exceed \$250,000 per insured unit. Flood coverage deductibles shall not exceed 5% of the

value of the insured unit or \$250,000, whichever is greater. The coverage shall be written without risk of liability of Indemnified Parties for payment and without deduction for depreciation. There shall be no coinsurance penalty provision in any such policy.

(c) Earthquake Coverage

At its option, LACMTA may elect bona fide earthquake coverage in addition to the earth movement coverage to be provided above. A quote for earthquake coverage shall be provided to LACMTA within seven (7) days of issuance of a NTP, and the quote shall be valid for at least 60 days. This quote shall include earthquake insurance with limits not less than \$50 million per occurrence. Deductibles or self-insured retentions for earthquake shall be no greater than 5% of the total value of each insured unit or \$250,000, whichever is greater, at the time of loss. Should LACMTA elect to purchase earthquake coverage, a change order will be issued to reflect the addition of this coverage to the basic contract price. If LACMTA elects earthquake coverage, LACMTA shall be fully responsible for payment of the premium and any earthquake related deductibles. The estimated cost of this earthquake premium shall not be included in the proposal. Whether LACMTA elects this optional coverage, shall not affect the legal liability of Contractor to repair earthquake damage. Contractor's legal liability to repair earthquake damage is significantly limited as described in GC 26.2



**Exhibit K**  
**Station Property**

Construction Rights Agreement;  
10900 Wilshire

Exh. K-1

## LEGAL DESCRIPTION

### EXHIBIT "A-1"

That portion of Lots 1, 2 and 3 of Tract No. 36539, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 969 of Maps, Pages 29 through 31, inclusive, in the Office of the County Recorder of said County, more particularly described as follows:

**BEGINNING** at the most westerly corner of said Lot 2, said point also being on the southeasterly line of Wilshire Boulevard (62.5 feet half-width) as shown on the map of said Tract No. 36539; thence along the northwesterly line of said Lot 2, North 72°32'49" East, 53.37 feet; thence leaving said northwesterly line, South 26°22'22" East, 7.60 feet; thence South 63°37'51" West, 29.22 feet; thence North 26°22'55" West, 0.75 feet; thence South 63°51'40" West, 23.50 feet to the southwesterly line of said Lot 2; thence along said southwesterly line, North 26°22'55" West, 15.03 feet to the **POINT OF BEGINNING**.

The upper elevation limit of the permanent easement herein described is a horizontal plane with an elevation of +332.00 feet and the lower elevation limit of the permanent easement herein described is a horizontal plane with an elevation of +301.00 feet, based on the NAVD-88 datum elevation of 285.39 feet for City of Los Angeles Benchmark No. 13-13450. The upper limit of this easement varies approximately 26 to 30 feet above finish grade (existing surface elevation in March of 2018), and the lower limit of this easement varies approximately 0 to 4 feet below finish grade (existing surface elevation in March of 2018). These elevations were determined from the Los Angeles County Metro Westside Purple Line Extension Project – Section 3 Project Definition Drawings.

This description prepared by me or under my direction:

  
James L. Elliott, P.L.S. 6334

6-9-21  
Date



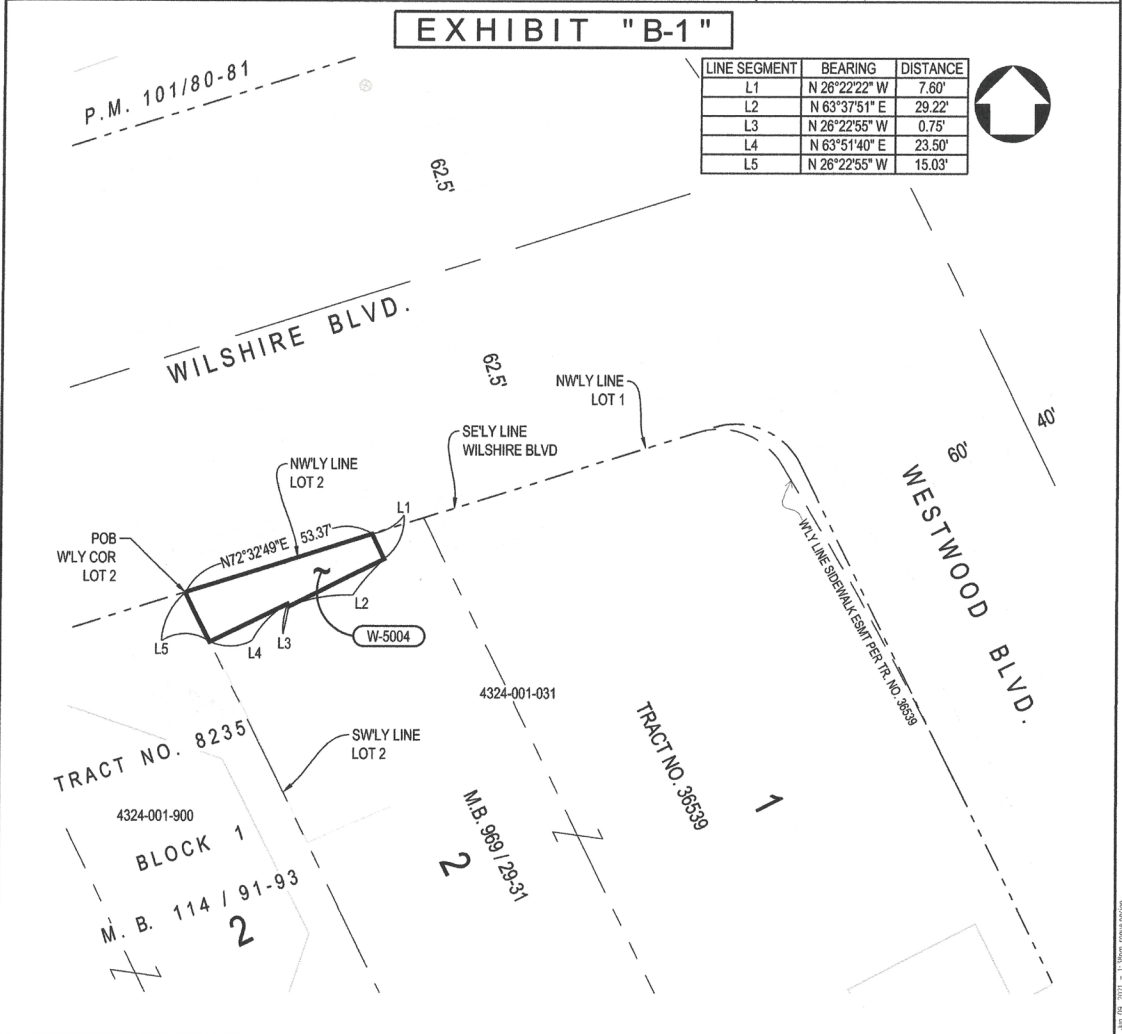
AFFECTS APN: 4324-001-031

W-5004

Construction Rights Agreement;  
10900 Wilshire

Exh. K-2

GRANTOR : 10900 WILSHIRE, LLC.		The data shown on this map and/or plat are compiled from public sources and are subject to field verification.	
DESCRIPTION : PORTION LOTS 1, 2, & 3, TRACT 36539, M.B. 969/29-31			
BENCH MARK :			
TITLE REPORT :	ORANGE COAST TITLE NO. 140-2007433-32	ADDRESS :	10900 WILSHIRE BLVD LOS ANGELES CA 90024
ASSESSOR'S REF. :	4324-001-031	R.O.W. REFERENCE :	R-5560; W-5004
NO.	DATE	REVISION DESCRIPTION	



PARCEL	TOTAL	W-5004	
AREA - SQUARE FEET	49,625	600	

	<b>LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY</b>	<b>PARCEL PLAT</b>  <b>W-5004</b>  <b>SHEET 1 OF 1</b>	CONTRACT NO./DESIGN UNIT
	APPROVED BY: 		SCALE 1" = 40'
	DATE 06/11/2021		DRAWN BY C. DAVIS
	DATE 06/11/2021		CHECKED BY J. ELLIOTT
	DATE 06/11/2021		REV. DATE
	DATE 06/11/2021		REV. NO.

Construction Rights Agreement;  
10900 Wilshire

Exh. K-3

LEGAL DESCRIPTION

EXHIBIT "A-2"

That portion of Lots 1, 2 and 3 of Tract No. 36539, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 969 of Maps, Pages 29 through 31, inclusive, in the Office of the County Recorder of said County, more particularly described as follows:

**BEGINNING** at the most westerly corner of said Lot 2, said point also being on the southeasterly line of Wilshire Boulevard (62.5 feet half-width) as shown on the map of said Tract No. 36539; thence along the northwesterly line of said Lots 1 and 2, North 72°32'49" East, 105.15 feet; thence leaving said northwesterly line, South 26°13'32" East, 3.21 feet; thence South 63°37'05" West, 103.87 feet to the southwesterly line of said Lot 2; thence along said southwesterly line, North 26°22'55" West, 19.53 feet to the **POINT OF BEGINNING**.

The upper elevation limit of the permanent easement herein described is a horizontal plane with an elevation of +301.00 feet and the lower elevation limit of the permanent easement herein described is a horizontal plane with an elevation of +185.00 feet, based on the NAVD-88 datum elevation of 285.39 feet for City of Los Angeles Benchmark No. 13-13450. The upper limit of this easement varies approximately 0 to 4 feet below finish grade (existing surface elevation in March of 2018), and the lower limit of this easement varies approximately 76 to 80 feet below finish grade (existing surface elevation in March of 2018). These elevations were determined from the Los Angeles County Metro Westside Purple Line Extension Project – Section 3 Project Definition Drawings.

This description prepared by me or under my direction:

  
James L. Elliott, P.L.S. 6334

2-25-19  
Date

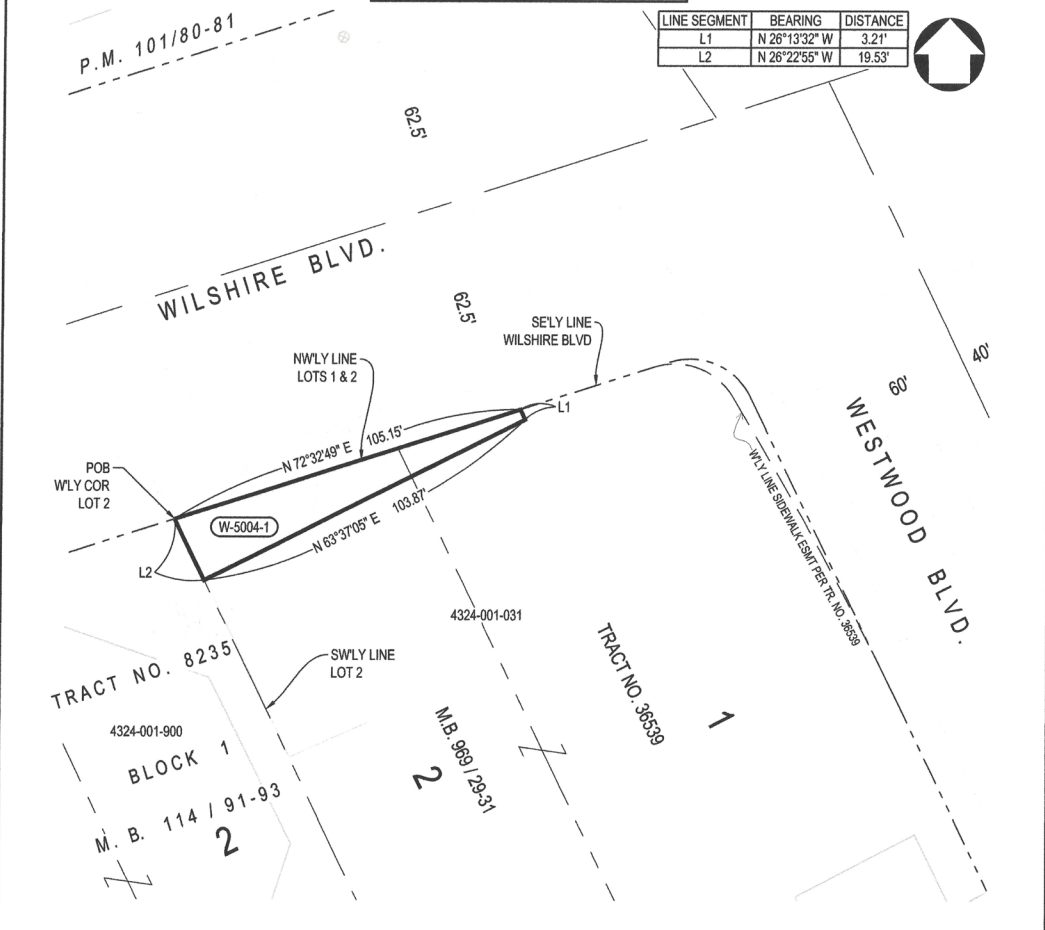


AFFECTS APN: 4324-001-031

W-5004-1

GRANTOR : 10900 WILSHIRE, LLC.		The data shown on this map and/or plat are compiled from public sources and are subject to field verification.	
DESCRIPTION : PORTION LOTS 1, 2, & 3, TRACT 36539, M.B. 969/29-31			
BENCH MARK :			
TITLE REPORT : ORANGE COAST TITLE NO. 140-2007433-32	ADDRESS : 10900 WILSHIRE BLVD LOS ANGELES CA 90024		
ASSESSOR'S REF. : 4324-001-031	R.O.W. REFERENCE : R-5560; W-5004-1		
NO.	DATE	REVISION DESCRIPTION	

**EXHIBIT "B-2"**



PARCEL	TOTAL	W-5004-1		
AREA - SQUARE FEET	49,625	1,181		

	<b>LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY</b>	<p align="center"><b>PARCEL PLAT</b></p> <p align="center">W-5004-1</p> <p align="center">SHEET 1 OF 1</p>	CONTRACT NO./DESIGN UNIT
	APPROVED BY: 		SCALE 1" = 40' DATE 06/11/2021 DRAWN BY C. DAVIS CHECKED BY J. ELLIOTT REV. DATE      REV. NO.

Construction Rights Agreement;  
10900 Wilshire

Exh.K-5



HEARING TO ADOPT RESOLUTION OF NECESSITY

WESTSIDE PURPLE LINE EXTENSION SECTION 3

BOARD MEETING JUNE 27, 2024

ITEM # 2024-0395



Metro

## HEARING TO ADOPT RESOLUTION OF NECESSITY WESTSIDE PURPLE LINE EXTENSION PROJECT SECTION 3

### **Project:**

The Westside Purple Line Extension Section 3 Project (WPLE3) rail line (subway) that extends from the terminus of WPLE2 in Century City to Veteran's Administration WLA Campus west of the 405 Freeway

### **Property Impacts:**

Permanent Easements (3) and a 67-Temporary Construction Easement (TCE)

### **Property Locations:**

Southwest corner of Wilshire Boulevard and Westwood Boulevard

### **Relocation Impacts:**

Project impacts will not create a displacement

### **Safety Impacts:**

The Board action will not have an impact on LACMTA's safety standards

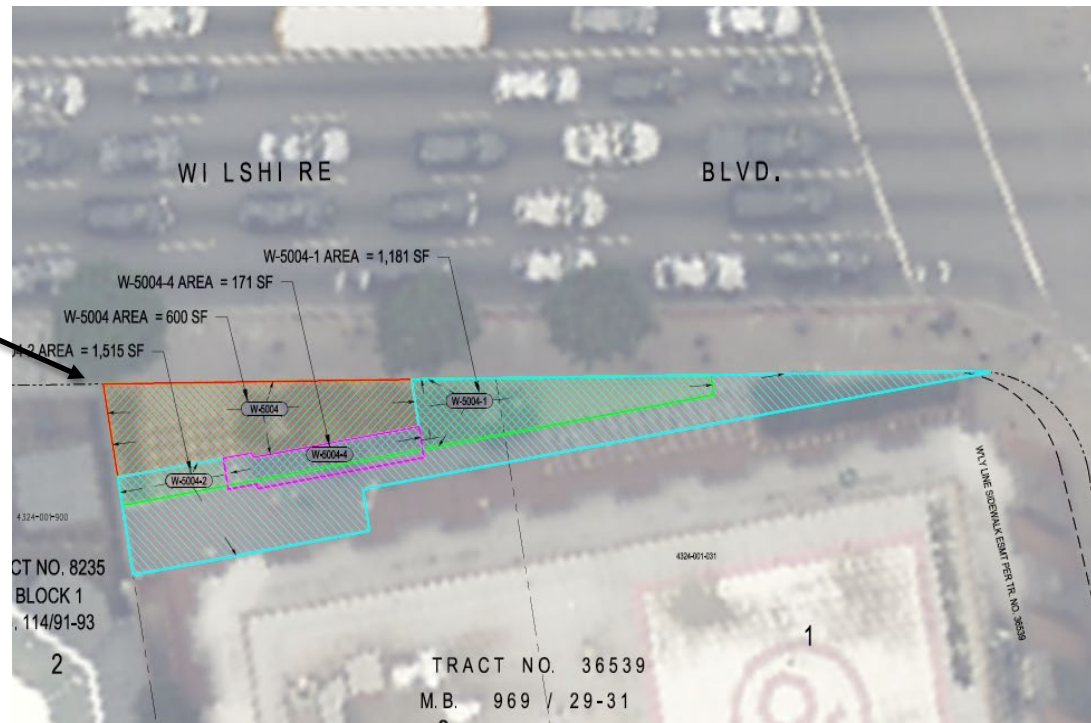
## HEARING TO ADOPT RESOLUTION OF NECESSITY WESTSIDE PURPLE LINE EXTENSION PROJECT SECTION 3

Assessor's Parcel Number	Project Parcel Number	Parcel Address	Property Owner	Purpose of Acquisition	Property Interest(s) Sought
4324-001-031	W-5004, W-5004-1, W-5004-2 W-5004-4	10900 Wilshire Boulevard, Los Angeles, CA	10900 Wilshire L.L.C., a Delaware limited liability company	Construction and operation the UCLA/Wilshire Station Portal and Plaza	Permanent Easements (3) and a 67-month TCE





- W-5004 – permanent easement for the construction of a station entrance/appendages.
- W-5004-1 - permanent subsurface easement for subsurface entry to the underground station
- W-5004-2 – 67-month temporary construction easement for surface and subsurface construction
- W-5004-4 - permanent easement required to maintain the station entrance, adjacent to the station plaza/entrance



# HEARING TO ADOPT RESOLUTION OF NECESSITY WESTSIDE PURPLE LINE EXTENSION PROJECT SECTION 3



## LEGEND:

-  W-5004 - Permanent Surface Easement - Portal Plaza
-  W-5004-1 - Permanent Subsurface Easement - Station Access
-  W-5004-4 - 67-Month Temporary Construction Easement
-  W-5004-2 - Permanent Maintenance access Easement

## HEARING TO ADOPT RESOLUTION OF NECESSITY WESTSIDE PURPLE LINE EXTENSION PROJECT SECTION 3

**Staff recommends the Board make the below findings and adopt the Resolutions of Necessity:**

- The public interest and necessity require the proposed Project;
- The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
- The Property sought to be acquired, which has been described herein, is necessary for the proposed Project;
- The offer required by Section 7267.2 of the Government Code has been made to the Owner; and
- The statutory requirements necessary to acquire the property interests by eminent domain have been complied with by LACMTA.

The background features large, white, 3D-style letters 'M' and 'A' on a green circular surface. Below this is a wide orange curved band, and at the bottom is a dark grey/black area.

Thank you



Metro