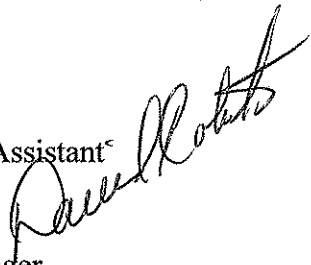


CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

Date: September 7, 2011

To: June Lagmay, City Clerk
Room 360, City Hall
Attn: Adam Lid, Legislative Assistant



From: David Roberts, Property Manager
Department of General Services, Asset Management Division

Subject: **PURCHASE AND SALE AGREEMENT FOR THE SALE OF CITY SURPLUS PROPERTY LOCATED AT 3410 S. LA CIENEGA BLVD., LOS ANGELES - APN:5047-018-901**

Transmitted herewith is the Purchase and Sale Agreement for the direct sale to Los Angeles County Metropolitan Transportation Authority for the above-referenced parcel under the **Council File No. 09-1036**. Copies of the Motion and Council File are attached.

To be executed as shown below:

1. Five (5) originals to be attested to by the City Clerk.
2. One (1) original is City Clerk's file copy.

Please contact **Alecia Simona** at extension **2-8558/alecia.simona@lacity.org** for pick up of the executed Purchase and Sale Agreement and further processing.

Attachments

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This Purchase and Sale Agreement and Joint Escrow Instructions ("Agreement") is made as of _____ ("Effective Date"), between the City of Los Angeles, a municipal corporation ("Seller"), and the Los Angeles County Metropolitan Transportation Authority, a public agency created under the laws of the State of California ("Buyer").

RECITALS

A. Seller is the fee owner of that certain real property located in the City of Los Angeles, County of Los Angeles, State of California, consisting of an approximate 1.22 acre parcel of land, commonly known as 3410 S. La Cienega Boulevard, Los Angeles, California, with Assessor's parcel number APN: 5047-018- 901 ("City Property").

B. Buyer desires to purchase for the sum of Three Million, Two Hundred Sixty-Five Thousand Dollars (\$3,265,000.00) the westerly approximate 30,992 square feet of the City Property ("Land"), as more specifically described in the legal description which is attached as Exhibits "A" and "A1" to the Grant Deed and Reservation of Easements which is attached hereto as Attachment 1 ("Deed"), together with the improvements thereon ("Property") for use in connection with the construction of Buyer's and Expo Metro Line Construction Authority's ("Expo") Exposition Light Rail Project ("Project").

C. At the request of Buyer and Expo, in order to make the Land available for use as a parking garage in connection with the Project, Seller incurred costs and expenses associated with redesigning various aspects of Seller's Air Treatment Facility (the "ATF Redesign Costs") on the portion of City Property retained by Seller (the "Seller's Retained Property"), as more specifically described in the legal description which is attached as Exhibits "B" and "B1" to the Deed. As part of the purchase of the Property, Seller has agreed to accept and Buyer has agreed to pay Four Hundred Seven Thousand and Eighty-Three Dollars (\$407,083.00) as full compensation for Seller's ATF Redesign Cost. Seller has agreed that payment in full of the ATF Redesign Costs shall satisfy any claims it may have for said costs. Seller shall sign a release of Expo and Buyer for said ATF Redesign Cost, in the form of the attached Attachment 2 ("Mutual Release Agreement"). The parties have agreed to adjust the Purchase Price accordingly by increasing it by the amount of the ATF Redesign Cost.

D. At the request of Seller, Buyer and Expo incurred an additional Four Hundred Seventy-Eight Thousand Dollars (\$478,000.00) in construction costs with regard to the sanitary sewer to be reserved by Seller in the Land and will incur after Closing Twenty-One Thousand, One Hundred and Sixty-Eight Dollars (\$21,168.00) for the paving of the adjacent alleyway at a minimum to the standards of the Green Book for Public Works construction for heavy truck traffic (collectively, the "Construction Offset Costs"). As part of the purchase of the Property, Seller has agreed to pay and Buyer, on behalf of Expo, has agreed to accept, Four Hundred Ninety-Nine Thousand, One Hundred Sixty-

Eight Dollars (\$499,168.00) as full compensation for Expo's Construction Offset Costs. Buyer and Expo have agreed that payment in full of the Construction Offset Costs shall satisfy any claims they may have for said costs, including, without limitation, City's share to pave the driveway even if Expo paves to a standard higher than the Green Book for Public Works construction for heavy truck traffic. Expo will sign a release of Seller for said Construction Offset Costs, in the form of the Mutual Release attached as Attachment 2. The parties have agreed to adjust the Purchase Price accordingly by decreasing it by the amount of the Construction Offset Costs.

E. The parties have entered into a Revocable Right of Entry Permit dated on or about September 3, 2009 (the "Permit") by and among Seller, Buyer, Expo and FCI Flour Parsons ("FCI") pursuant to which the City, under specified terms and conditions, allows Buyer, Expo and FCI use of the Land for work associated with the construction of a 5-story parking garage structure for the Exposition Rail Line. Under the Permit each Permittee (i.e., Buyer, Expo and FCI) expressly assumes all risks of liability, loss and damage arising out of and relating in any way to the Permit (including the risk that the Property would not be sold to Buyer and that the Permittees would be required at their own expense to remove any improvements made or changes to the Land).

F. Buyer owns certain real property (APN: 5047-001-901) ("Buyer's Adjacent Property"), which is north of and adjacent to Seller's Retained Property. . The sale of the Property to Buyer impairs Seller's ability to circulate large heavy trucks on Seller's Retained Property. Seller is willing to sell the Property to Buyer to accommodate Buyer but only if, among other things, Buyer grants Seller a surface roadway easement as set forth in the Easement Deed Agreement which is attached hereto as Attachment 3 ("Easement Deed"), for Seller's ingress and egress for vehicles (including heavy trucks) and pedestrians. . As part of the sale of the Property, Buyer is willing to provide Seller with a surface roadway easement over Buyer's Adjacent Property in the area described in Exhibits "C" and "C1" to the Easement Deed.

G. Subject to Seller's reservation of certain utility easements, Buyer's payment of the Purchase Price and the ATF Redesign Costs minus the Construction Offset Costs, Buyer's grant of a surface easement for vehicle ingress and egress to Seller in the form of the attached Attachment 3, and other terms and conditions stated herein, Seller is willing to sell the Property to Buyer.

H. The parties agree that the Escrow Holder and Title Company for this transaction will be Stewart Title Guaranty Company NTS, 505 N. Brand Boulevard, Suite 800A, Glendale, California 91203.

I. This Agreement is neither valid nor binding on Seller unless and until approved in accordance with the requirements of the City's Charter and Administrative Code, including approval by the City Council and City Attorney. This Agreement is also not valid or binding on Buyer unless and until approved by its Board of Directors and executed in accordance with the Board's authorization.

ARTICLE 1

AGREEMENT OF SALE

1.1. Execution Date and Effective Date. The phrase "Execution Date" shall mean the date that the Office of the City Clerk of Los Angeles attests this Agreement on page 19 and shall also be the "Effective Date" of this Agreement.

1.2. Purchase and Sale. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller agrees to sell and Buyer agrees to purchase all Property described below in Section 1.3, under the terms and conditions of this Agreement.

1.3. Description of the Property. The property to be sold and purchased under this Agreement ("Property") consists of the following:

1.3.1. Land. The Land as described in Exhibit A to the Deed.

1.3.2. Improvements. Any and all buildings, structures, fences, parking areas, or improvements located upon the Land as of the Closing Date, including fixtures, systems, and equipment attached to the Land and used in connection with the operation or occupancy of the Land, are "Improvements," provided, however, Improvements shall not include sewer, utility lines, and related structures within or associated with the easements reserved to Seller in the Deed. If the sale is consummated and title transferred by Seller to Buyer, any Improvements made by Buyer under the Permit shall remain Buyer's Improvements and this sale shall include any residual interest Seller may have in such Buyer's improvements.. The Land and the Improvements are collectively the "Property."

ARTICLE 2

PURCHASE PRICE

2.1. Amount. The purchase price for the Property is Three Million, Two Hundred Sixty-Five Thousand Dollars (\$3,265,000.00). The Purchase Price shall be adjusted by

2.1.1 reducing for the Construction Offset Costs ($\$3,265,000 - \$499,168 = \$2,765,832$) and

2.1.2 increasing for the ATF Redesign Costs ($\$2,765,832 + \$407,083 = \$3,172,915$).

2.1.3 Adjusted Purchase Price. The Purchase Price, as adjusted for the

Construction Offset Costs and the ATF Redesign Costs, shall be Three Million, One Hundred Seventy-Two Thousand, Nine Hundred Fifteen Dollars (\$3,172,915) (the "Adjusted Purchase Price"). Buyer agrees to pay, or cause to be paid, the Adjusted Purchase Price to Seller through the Escrow by depositing a check or by electronic wire transfer. The Adjusted Purchase Price is payable in accordance with this Article 2.

2.2. Deposit. Within twenty-five (25) days after the Effective Date, Buyer agrees to deposit with Escrow Holder the amount of Three Hundred Seventeen Thousand, Two Hundred and Ninety-One Dollars (\$317,291.00) ("Deposit") to be applied toward the Adjusted Purchase Price. Escrow Holder is hereby instructed to promptly invest the Deposit in an interest bearing account with interest accruing for the benefit of Buyer. On the Closing Date (defined in section 7.2.2), the Deposit will be credited against the Adjusted Purchase Price and paid to Seller.

2.3. Balance of Adjusted Purchase Price. Buyer agrees to pay, or cause to be paid, the balance of the Adjusted Purchase Price to Seller through Escrow by depositing cash or a certified or cashier's check payable to the Escrow Holder, or by electronic transfer of federal funds, which must be delivered to the Escrow Holder at least one (1) Business Day before the Closing Date.

ARTICLE 3

BUYER'S CONTINGENCIES AND TITLE

3.1. Seller's Delivery of Documents. Buyer's obligation to purchase the Property is expressly conditioned on Seller's delivering to Buyer all documents listed below (collectively, "Preliminary Documents"). Seller has delivered the Preliminary Documents to Buyer.

3.1.1. Documents and Records. To the extent they are in Seller's possession, Seller has made available for Buyer's review, without representation or warranty, all existing copies of surveys, architectural plans, specifications and other documents pertaining to the physical, geological and environmental condition of the Property, including, without limitation, any manifests for transporting wastes or other materials from the Property and such other documents or information regarding the Property as Buyer reasonably requested.

3.2. Title Condition. Buyer and Seller have received from the Title Company a preliminary title report Order No. 274909 dated February 22, 2011 on the Property (Preliminary Report). Both parties have access to all documents, maps, and surveys referred to in the Preliminary Report. Buyer hereby approves all exceptions on the Preliminary Report ("Permitted Exceptions").

3.2.1. Additional Encumbrances. If any encumbrance or other exception to title (excepting monetary liens) arises or is discovered after the delivery of the Preliminary Report (Additional Encumbrance), the party discovering such Additional

Encumbrance shall promptly give written notice to the other. No later than five (5) Business Days after delivery of the notice of such Additional Encumbrance, Buyer shall deliver a Buyer's Title Notice to Seller specifying whether the Additional Encumbrance is a Title Objection or a Permitted Exception. If Buyer objects to the Additional Encumbrance, the parties shall proceed in the manner set forth below. If Buyer fails to deliver Buyer's Title Notice within the time specified in this Section 3.2.1, Buyer shall be deemed to have accepted the Additional Encumbrance as a Permitted Exception. The Closing Date shall be extended to the extent necessary to provide the parties the necessary times within which to comply with the requirements set forth in this Section 3.2.1 for Additional Encumbrances.

3.2.2. Additional Encumbrances – Title Objections. With respect to any Title Objection to an Additional Encumbrance arising or resulting from any act or omission of Seller, Seller shall have ten (10) Business Days after delivery of Buyer's Title Notice, to specify the manner in which it will remove or cure such Title Objection. With respect to any Title Objection to an Additional Encumbrance that did not arise or result from any act or omission of Seller, Seller shall have ten (10) Business Days after delivery of Buyer's Title Notice, to give notice to Buyer in writing (Seller's Title Notice), stating either (a) the manner in which Seller will remove or cure such Title Objection, or (b) that Seller shall not remove or cure such Title Objection. If Seller fails to deliver Seller's Title Notice within the time specified in this Section 3.2.2, Seller shall be deemed to have elected not to cure such Title Objection. Despite the foregoing, Seller agrees to remove all liens securing the payment of money that encumber the Property.

3.2.3. Additional Encumbrance - Seller Elects Not To Cure. If Seller elects not to cure or remove a Title Objection to an Additional Encumbrance (or is deemed to have so elected), then Buyer shall have ten (10) Business Days after delivery of the Seller's Title Notice to deliver a written notice to Seller (Buyer's Election Notice) of Buyer's election either to (a) proceed with the purchase of the Property, waive such Title Objection, and accept the Additional Encumbrance as a Permitted Exception, or (b) terminate this Agreement. If Buyer fails to deliver Buyer's Election Notice within the time specified in this Section 3.2.3, Buyer shall be deemed to have elected to have accepted the Additional Encumbrance as a Permitted Exception.

3.2.4. Nonmonetary Cure. If Seller is obligated or elects to cure or remove a Title Objection to either an exception on the Preliminary Report or an Additional Encumbrance, but the method specified for removing or curing the Title Objection is other than the payment of a specific sum of money, then Buyer shall have ten (10) Business Days after delivery of the Seller's Title Notice to deliver Buyer's Election Notice specifying whether it elects to (a) proceed with the purchase of the Property, subject to Seller's removal of the Title Objection, or (b) terminate this Agreement.

3.2.5. Seller's Failure To Remove Title Objection. If Seller is obligated or elects to cure or remove a Title Objection and fails to do so least five (5) days before the Closing Date, or fails to show that it will be able to do so on Closing, then Buyer may terminate this Agreement prior to the Closing Date.

3.3. Review of Preliminary Documents and Physical Condition.

3.3.1. Due Diligence. Buyer has completed its investigation of the condition of the Property and all other matters concerning the Property, including without limitation economic, financial, and accounting matters relating to or affecting the Property or its value, and the physical and environmental condition of the Property, to determine the condition of the Property.

3.3.2. Access to Property. As part of its Due Diligence, Buyer was permitted to investigate economic, financial, and accounting matters relating to or affecting the Property or its value, and conduct inspections, tests, and studies with respect to the physical and environmental condition of the Property. Buyer and Buyer's consultants, agents, engineers, inspectors, contractors, and employees ("Buyer's Representatives") were given reasonable access to the Property for the purpose of performing such Due Diligence under the Permit.

ARTICLE 4

SELLER'S PRECLOSING COVENANTS

4.1. No Amendment or Agreements. On or after the Effective Date, Seller shall not (a) amend or waive any right under any Preliminary Document or (b) enter into any lease or other agreement of any type affecting the Property that would survive the Closing Date, without Buyer's prior written consent.

4.2. Leases. Seller will not lease the Property or any part thereof or any possessory interest in the Property subsequent to the Effective Date without the written consent of Buyer, which shall be at the sole discretion of Buyer.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES

5.1. Seller's Representations and Warranties. Despite anything to the contrary in this Agreement, Seller hereby represents and warrants that each of the following is true as of the Effective Date and the Closing Date:

5.1.1. Leases. There are neither leases nor any other possessory interests by third parties on the Property at the Effective Date, during the escrow period, or at the Closing Date.

5.1.2. Title to the Property. Seller has good and marketable title to the Property, except as disclosed in the Preliminary Report or by an inspection of the Property.

5.1.3. Non-Foreign Person. Seller is not a foreign person and is a "United States Person" as such term is defined in §7701(a)(30) of the Internal Revenue Code of 1986, as amended.

5.1.4 Due Authorization. This Agreement and the performance of Seller's obligations under it and all the documents executed by Seller that are to be delivered to Buyer at the Closing are, or on the Closing Date will be, duly authorized, executed, and delivered by Seller and are, or at the Closing Date will be, legal, valid, and binding obligations of Seller, and do not, and on the Closing Date will not, violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject. No consent of any partner, shareholder, creditor, investor, judicial or administrative body, government agency, or other party is required for Seller to enter into or to perform Seller's obligations under this Agreement, except as has already been obtained. Seller is a public agency created under the laws of the State of California.

5.2. Buyer's Representations and Warranties. Despite anything to the contrary in this Agreement, Buyer hereby warrants and represents that each of the following is true as of the Effective Date and the Closing Date:

5.2.1. Due Authorization. This Agreement and the performance of Buyer's obligations under it and all the documents executed by Buyer that are to be delivered to Seller at the Closing are, or on the Closing Date will be, duly authorized, executed, and delivered by Buyer and are, or at the Closing Date will be, legal, valid, and binding obligations of Buyer, and do not, and on the Closing Date will not, violate any provisions of any agreement or judicial order to which Buyer is a party or to which Buyer or the Property is subject. No consent of any partner, shareholder, creditor, investor, judicial or administrative body, government agency, or other party is required for Buyer to enter into or to perform Buyer's obligations under this Agreement, except as has already been obtained. Buyer is a public agency created under the laws of the State of California.

5.2.2. Surveys. Buyer shall cause to have conducted a pre-construction closed circuit television (CCTV) survey over the existing East Control Interceptor Sewer (ECIS) and the NORS diversion sewer. Promptly after completion of the construction, Buyer shall also have caused to be conducted a post-construction CCTV survey over the ECIS and NORS sewers. Buyer shall promptly after completion provide Seller with duplicate copies of all pre-construction and post-construction CCTV surveys. The obligations contained herein shall survive Closing.

5.2.3. Alley Pavement. Promptly after Buyer has completed construction of the parking structure on the Land, Buyer will cause to be paved the entire alleyway on the south borders of the Land and Seller's property at a minimum to the standards of the Green Book for Public Works construction for heavy truck traffic, at no additional cost to Seller. This obligation shall survive Closing.

5.3. "As Is" Purchase. Subject to the approval or waiver of the Contingencies in

Article 3, Seller's preclosing obligations under Article 4, the closing conditions in Article 6, and as a material inducement to Seller's execution and delivery of this Agreement and performance of its duties under this Agreement: EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, BUYER HAS AGREED TO ACCEPT POSSESSION OF THE PROPERTY ON THE CLOSING DATE ON AN "AS IS" BASIS. SELLER AND BUYER AGREE THAT THE PROPERTY SHALL BE SOLD "AS IS, WHERE IS, WITH ALL FAULTS" WITH NO RIGHT OF SET-OFF OR REDUCTION IN THE ADJUSTED PURCHASE PRICE, AND, EXCEPT AS SET FORTH IN SECTION 5.1 OF THIS AGREEMENT, SUCH SALE SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTY OF INCOME POTENTIAL, OPERATING EXPENSES, USES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND SELLER DISCLAIMS AND RENOUNCES ANY SUCH REPRESENTATION OR WARRANTY.

5.4. Release. Effective from and after the Closing, Buyer hereby waives, releases, acquits, and forever discharges Seller, and Seller's agents, officials, boards, and employees to the maximum extent permitted by law, of and from any and all claims, actions, causes of action, demands, rights, liabilities, damages, losses, costs, expenses, or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, that it now has or that may arise in the future because of or in any way growing out of or connected with this Agreement and the Property (including without limitation the Condition of the Property), and including but not limited to claims involving hazardous materials and claims (collectively "Claims"), arising out of or based upon ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATION, ORDERS OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, CALIFORNIA HEALTH & SAFETY CODE, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL RESOURCE CONSERVATION AND RECOVERY ACT, THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, THE CLEAN WATER ACT, THE SAFE DRINKING WATER ACT, THE HAZARDOUS MATERIALS TRANSPORTATION ACT, THE TOXIC SUBSTANCE CONTROL ACT, AND REGULATIONS PROMULGATED UNDER ANY OF THE FOREGOING; (X) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER, OR ADJACENT TO THE PROPERTY, except Claims arising from Seller's fraud or intentional misrepresentation or matters relating to Seller's use of the Property after the Closing Date pursuant to any easements reserved by Seller. BUYER EXPRESSLY WAIVES ITS RIGHTS GRANTED UNDER CALIFORNIA CIVIL CODE §1542 AND ANY OTHER PROVISION OF LAW THAT PROVIDES A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT BUYER DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MUST HAVE MATERIALLY AFFECTED ITS AGREEMENT TO RELEASE SELLER.

Seller and Buyer have each initialed this Section 5.6 to further indicate their awareness and acceptance of each and every provision of this Agreement. The provisions of this Section 5.4 shall survive the Closing.

Seller's Initials: D for TMR
Buyer's Initials: [Signature]

5.5. Effect of Representations and Warranties. Each representation and warranty in this Article 5 is (a) material and being relied on by the party to which the representation and warranty is made; (b) true in all respects as of the Effective Date; and (c) shall be true in all respects on the Closing Date.

5.6. Survival of Representations and Warranties and Limitation on Liability. The parties agree that (a) each party's warranties and representations in this Agreement and in any document (including any certificate) executed by such party under this Agreement with respect to the Property shall survive for one (1) year after Closing, and (b) if either party fails to provide written notice to the other party of any breach of such warranties or representations within one (1) year after Closing, such party failing to provide such written notice shall be deemed to have waived all claims for breach of any representations and warranties with respect to the Property. Each party's sole remedies shall be an action at law for damages as a consequence of such breach or termination of this Agreement.

ARTICLE 6

CLOSING CONDITIONS

6.1. Buyer's Closing Conditions. All obligations of Buyer under this Agreement are expressly conditioned on the fulfillment, before or at the Closing, of each of the following conditions precedent (Buyer's Closing Conditions). Buyer's Closing Conditions are solely for Buyer's benefit and any or all of the Buyer's Closing Conditions may be waived in writing by Buyer in whole or in part without prior notice.

6.1.1. Title. The conditions of Section 3.2 have been met and on the Closing Date, Seller conveys to Buyer marketable fee simple title to the Real Property by execution and delivery of the Deed and cause to be delivered to Buyer from the Title Company a CLTA Owner's Policy (6-17-06) of Title Insurance with liability in the full amount of the Purchase Price, insuring title to the Real Property in Buyer, subject only to the Permitted Exceptions, together with such endorsements described below or as may be reasonably requested by Buyer ("Title Policy"). The Title Policy must also include such endorsements or guaranties as Buyer may request. Seller must deliver to the Title Company such instruments, documents, releases, and agreements and must perform such other acts as Title Company may reasonably require in order to issue the

Title Policy. Indemnification of the Title Company to induce it to insure any otherwise unpermitted exception to title shall not be allowed except with Buyer's prior written consent after full disclosure to Buyer of the nature and substance of such exception and indemnity, which consent shall not be unreasonably withheld by Buyer for exceptions not material to marketable title to the Real Property.

6.1.2. Approval of Contingencies. Buyer must have acknowledged its approval or waiver of all contingencies as required under Article 3 of this Agreement.

6.1.3. Seller's Representations, Warranties, and Covenants. The representations and warranties of Seller in this Agreement must be true in all material respects on and as of the Closing Date with the same effect as if such representations and warranties had been made on and as of the Closing Date. Seller must have performed and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it before or on the Closing Date. Buyer must have been furnished with a certificate of Seller dated as of the Closing Date, certifying to the fulfillment of the foregoing conditions. Such certificate shall have the effect of a representation and warranty of Seller made on and as of the Closing Date.

6.1.4. Delivery of Closing Documents. Seller must have delivered to Escrow the documents specified in Section 7.3.

6.1.5. Adverse Actions. There shall exist no actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings, pending or threatened, against Seller or regarding the Property that would materially and adversely affect the Seller's ability to perform its obligations under this Agreement or Buyer's title to the Property and there shall exist no pending or threatened action, suit, or proceeding regarding the Seller before or by any court or administrative agency that seeks to restrain or prohibit, or to obtain damages or a discovery order with respect to, this Agreement or the consummation of the transactions contemplated by this Agreement.

6.1.6. Consents. All necessary agreements and consents of all parties to consummate the transaction contemplated by this Agreement shall have been obtained and furnished by Seller to Buyer.

6.1.7. Approval by Board of Directors. Prior to the Closing, Buyer's Board of Directors shall have approved the purchase of the Property and authorized the execution of this Agreement.

6.1.8. No Tenants. No tenant shall be present on and no parties shall be in possession of the Property, except for Buyer as authorized under the Permit.

6.1.9. No Default. There shall be no default in the performance of any covenant or agreement to be performed by Seller under this Agreement existing as of the Closing Date.

6.2. Seller's Closing Conditions. Seller's obligation to sell the Property is expressly conditioned on the fulfillment of each of the following conditions precedent at or before the Closing ("Seller's Closing Conditions"). Seller's Closing Conditions are solely for Seller's benefit and any of Seller's Closing Conditions may be waived in writing by Seller in whole or in part without prior notice.

6.2.1. Approvals. All approvals of the City of Los Angeles required to authorize this transaction have been given.

6.2.2. Approval of Contingencies. Buyer must have acknowledged its approval or waiver of all contingencies as required under Article 3 of this Agreement.

6.2.3. Purchase Price. Buyer must have delivered the Adjusted Purchase Price to Escrow.

6.2.4. Delivery of Closing Documents and Funds. Buyer must have delivered to Escrow the documents and funds specified in Section 7.4.

6.2.5. Buyer's Representations, Warranties, and Covenants. The representations and warranties of Buyer in this Agreement must be true in all material respects on and as of the Closing Date with the same effect as if such representations and warranties had been made on and as of the Closing Date. Buyer must have performed and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it before or on the Closing Date. Seller must have been furnished with a certificate of Buyer dated as of the Closing Date, certifying to the fulfillment of the foregoing conditions. Such certificate shall have the effect of a representation and warranty of Buyer made on and as of the Closing Date.

6.2.6. No Default. There shall be no default in the performance of any covenant or agreement to be performed by Buyer under this Agreement existing as of the Closing Date.

ARTICLE 7

CLOSING

7.1. Escrow. The Escrow shall be opened with the Escrow Holder not later than three (3) Business Days after the execution of this Agreement. Buyer and Seller shall promptly on the Escrow Holder's request execute such additional escrow instructions as are reasonably required to consummate the transaction contemplated by this Agreement and are not inconsistent with this Agreement. Buyer and Seller shall promptly on the Escrow Holder's request execute such additional escrow instructions as are reasonably required to consummate the transaction contemplated by this Agreement and are not inconsistent with this Agreement. To the extent there is any conflict or inconsistency between such additional escrow instructions and this Agreement, then this Agreement shall control.

7.2. Closing Definitions.

7.2.1. Definition. The "Closing" means the exchange of money and documents as described in this Article 7, and shall be deemed to have occurred when the provisions of Section 7.5 have been met. when Seller's Deed to Buyer has been recorded, the Escrow Holder holds and can record and deliver the remaining documents described in this Article 7, the Title Company is irrevocably and unconditionally committed to issue the Title Policy, and Buyer has delivered the Purchase Price in immediately available funds to Escrow Holder.

7.2.2. Closing Date. Seller and Buyer agree that the Closing shall occur on the "Closing Date." The Closing Date shall be a date mutually agreeable to Buyer and Seller that is no later than May 30, 2011. If the Closing has not occurred by May 30, 2011, then either party shall have the right to extend the Closing Date by an additional one hundred and twenty (120) days ("Extended Deadline"). If the Closing Date still has not occurred by Extended Deadline, then any outstanding issues shall be resolved in accordance with Section 12. The Closing shall be at the offices of Escrow Holder or such other place as the parties may agree.

7.3. Seller's Deposit of Documents. Seller must deposit into Escrow the following documents duly executed by Seller in form and substance reasonably satisfactory to Buyer no later than one (1) Business Day prior to the Closing Date:

7.3.1. Deed. The duly executed and acknowledged Deed in the form of the attached Exhibit A in recordable form conveying the Property to Buyer;

7.3.2. Nonforeign Certification. Certificates required by §1445 of the Internal Revenue Code of 1986, and the California Revenue and Taxation Code §18668, executed by Seller and in a form satisfactory to Buyer ("Nonforeign Certification"), to relieve Buyer of any potential transferee's withholding liability under such statutes;

7.3.3. Seller's Proof of Power and Authority. Such proof of Seller's authority and authorization to enter into and perform under this Agreement, and such proof of power and authority of the individuals executing or delivering any instruments, documents, or certificates on behalf of Seller to act for and bind Seller as may reasonably be required by Buyer or the Escrow Holder; and

7.3.4. Seller's Certificate of Acceptance. An original executed Certificate of Acceptance of the Easement Deed ("Seller's Certificate of Acceptance").

7.3.5. Seller's Release. Executed Release from Seller of all claims related to the ATF Redesign Costs in the form of the attached Attachment 2.

7.3.6. Additional Documents. Such additional documents, including written

Escrow instructions consistent with this Agreement, as may be necessary or desirable to convey the Property in accordance with this Agreement.

7.4. Buyer's Deposit of Documents and Funds. Buyer must deposit into Escrow the following funds and documents duly executed by Buyer in form and substance reasonably satisfactory to Seller:

7.4.1. Purchase Price. The Adjusted Purchase Price in accordance with Article 2, plus or minus prorations as provided in Section 7.6 and less the Deposit;

7.4.2 Easement Deed over MTA ROW. The duly executed and acknowledged Easement Deed over the adjacent MTA right-of-way for Seller's ingress and egress to Jefferson Boulevard from the ATF Facility in the form attached as Attachment 3. .

7.4.3 Expo Release. Executed Release from Exposition Metro Line Construction Authority of all claims related to the Construction Offset Costs in the form of the attached Attachment 2.

7.4.4. Buyer's Proof of Power and Authority. Such proof of Buyer's authority and authorization to enter into and perform under this Agreement, and such proof of power and authority of the individuals executing or delivering any instruments, documents, or certificates on behalf of Buyer to act for and bind Buyer as may reasonably be required by Seller and the Escrow Holder;

7.4.5. Buyer's Certificate of Acceptance. An original executed Certificate of Acceptance of the Deed in the form attached to the Deed (the "Buyer's Certificate of Acceptance");

7.4.6. Change of Ownership. A completed and originally executed Preliminary Change of Ownership Report in the form required by the Los Angeles County Recorder's Office (the "Change of Ownership Report"); and

7.4.7. Additional Documents. Such documents, including written Escrow instructions consistent with this Agreement, as may be necessary or desirable for conveyance of the Property in accordance with this Agreement.

7.5. Closing. When the Closing Conditions set forth in Section 6.1 and 6.2 have been met, the Escrow Holder receives all documents and funds identified in Sections 7.3 and 7.4, and the Title Company is ready, willing, and able to issue the Title Policy, then, and only then, the Escrow Holder shall close Escrow by:

7.5.1. Recording the Deed with the Buyer's Certificate of Acceptance and the Easement Deed with the Seller's Certificate of Acceptance in the Official Records of Los Angeles County, California;

7.5.2. Obtaining and delivering the original Title Policy to Buyer;

7.5.3. Delivering to Buyer the Nonforeign Certification, copies of all recorded documents related to the transfer or encumbering of the Property, and a copy of Seller's Escrow instructions and Seller's proof of power and authority; and

7.5.4. Delivering the Adjusted Purchase Price to Seller, plus or minus prorations under Section 7.6 and any closing costs attributable to Seller.

7.5.5. Thereafter, Escrow Holder shall deliver signed closing statements showing all receipts and disbursements to Buyer and Seller and shall file with the Internal Revenue Service (with copies to Buyer and Seller) the reporting statement required under Internal Revenue Code §6045(e).

7.5.6. Pay the costs referred to in Paragraph 7.7.

7.5.7. Deliver any excess/remaining proceeds to Buyer.

7.5.8. Delivery to Buyer and Seller executed copies of the Mutual Release Agreement (Attachment 2).

7.6. Prorations. All receipts and disbursements of the Property shall be prorated as of 11:59 p.m. on the day immediately preceding the Closing Date and the Adjusted Purchase Price shall be adjusted on the following basis:

7.6.1. Property Taxes. All real and personal property ad valorem taxes and special assessments, if any, whether payable in installments or not, including without limitation all supplemental taxes attributable to the period prior to the Closing shall be prorated to the Closing Date, based on the latest available tax rate and assessed valuation. All amounts attributable to the period prior to the Closing shall be paid at the Closing from funds accruing to Seller. No amounts attributable to the period subsequent to the Closing shall be paid out of escrow and no amounts shall be debited for taxes or assessments from funds accruing to Buyer. To the extent that Seller has paid property taxes and assessments relating to periods subsequent to the Closing, it shall be the Seller's responsibility to apply to the appropriate authority for a refund of said taxes and assessments.

7.7. Closing Costs. Closing costs shall be allocated as follows:

7.7.1. Seller shall pay all costs associated with removing any debt or monetary liens encumbering the Property;

7.7.2. The escrow costs shall be borne by Buyer;

7.7.3. Buyer shall pay the cost of the Title Policy; and surveys and any and all real estate sale transaction costs, including any required lot line adjustment application survey and fees.

7.7.4. No recording fee nor City or County documentary transfer taxes shall be payable upon the recordation of the Deed or the Easement Deed Agreement.

7.7.5. Neither party shall under any circumstances be responsible for the others party's attorneys fees.

7.8. Broker's Commission; Indemnity. Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or person, who can claim a commission or finder's fee as a procuring cause of the sale contemplated in this Agreement. If any other broker or finder perfects a claim for a commission or finder's fee based on any contract, dealings, or communication with a party ("Indemnifying Party"), then the Indemnifying Party shall indemnify, defend, and hold the other party ("Nonindemnifying Party") harmless from all costs and expenses (including reasonable attorney fees and costs of defense) incurred by the Nonindemnifying Party in connection with such claim.

7.9. Possession. Seller shall deliver exclusive right of possession of the Property to Buyer on the Closing Date.

ARTICLE 8

RISK OF LOSS

8.1. Condemnation. If before the Closing Date any action or proceeding is commenced for the condemnation or exercise of the rights of eminent domain of the Property or any portion of it, or if Seller is notified by the duly authorized officer of a duly empowered condemning authority of the intent to commence such action or proceeding ("Condemnation") and if such Condemnation would materially and adversely affect the use or operation of the Property, have the effect of decreasing the square footage of the Improvements, or reduce or eliminate access to the Property, then Buyer may either (a) terminate this Agreement or (b) proceed with the Closing without modifying the terms of this Agreement and without reducing the Purchase Price, on the condition that Seller must assign and turn over, and Buyer shall be entitled to keep, all awards for the Condemnation that accrue to Seller. Seller may not negotiate, resist, or stipulate to any Condemnation without Buyer's written consent. Seller must notify Buyer of any notice of Condemnation of all or any portion of the Property within twenty (20) days after the receipt of this notice, and Buyer must exercise its option(s) as provided in this Section 8.1 within fifteen (15) Business Days after receipt of such notice. If necessary, the Closing Date shall be extended to give Buyer the full fifteen (15) Business Day period to make such election.

8.2. Damage and Destruction. If before the Closing Date any damage or destruction of the Property, or any portion of it shall have occurred that results in a loss of value in excess of ten percent (10%), Buyer may terminate this Agreement.

ARTICLE 9

LIQUIDATED DAMAGES

9.1. Notwithstanding Article 10, if Buyer fails to complete the purchase because of Buyer's default, Seller shall retain, as liquidated damages, the Deposit paid by Buyer.

Seller's Initials: DP for TMR
Buyer's Initials: DM

ARTICLE 10

REMEDIES FOR DEFAULT

10.1. If either party is in default hereunder, the parties shall work together to resolve any outstanding issues in a mutually agreeable manner to proceed with the Closing. If the parties are unable to reach a mutually agreeable solution, the matter shall proceed to arbitration as set forth in Article 12 below.

ARTICLE 11

GENERAL CONDITIONS

11.1. Notices. Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally, by generally recognized overnight courier service, by facsimile (provided that sender retains a printed confirmation of delivery to the facsimile number provided below), or three (3) days after deposit in the United States mail certified or registered, return receipt requested, with postage prepaid, addressed as follows:

To CITY
City of Los Angeles
Department of General Services
Asset Management Department
111 E. First St., Suite 201
Los Angeles, California 90012
Attn: David L. Roberts, Property Manager
(213) 922-8546 (Telephone)
(213) 922-8511 (FAX)

with a copy to
Office of the City Attorney
Real Property Division
Att'n: Andrew J. Nocas
200 N. Main St., Room 701
Los Angeles, California 90012
(213) 978-8090 (FAX)

BUYER:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 13th Floor (Mail Stop 99-13-8)
Los Angeles, California 90012-2952

Attn: Velma C. Marshall
Deputy Executive Officer – Real Estate
(213) 922-2415 (Telephone)
(213) 922-2440 (FAX)

ESCROW HOLDER:

Stewart Title Guaranty Company/NTS
505 N. Brand Boulevard, Suite 800A
Glendale, California 91203

Att'n: Josette Loaiza, Sr. Commercial Escrow Officer
(818) 547-2030 phone, ext. 213 (Telephone)
(818) 546-1374 (FAX)

Either party may change its address by written notice to the other given in the manner set forth above.

11.2. Entire Agreement. The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to such terms as are included in this Agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement specifically supersedes any prior written or oral agreements between the parties. The language in all parts of this Agreement shall be construed as a whole in accordance with its fair meaning and without regard to California Civil Code §1654 or similar statutes. Notwithstanding the forgoing, Buyer's obligations under Paragraphs 2, 3, and 4 of the Permit, to the extent such obligations arise from Buyer's activities under such Permit, shall survive the Closing. Further, Seller's obligations under Paragraph 4 shall survive the Closing.

11.3. Amendments and Waivers. No addition to or modification of this Agreement shall be effective unless it is made in writing and signed by the party against whom the addition or modification is sought to be enforced. The party benefited by any condition or obligation may waive the same, but such waiver shall not be enforceable by another party unless it is made in writing and signed by the waiving party.

11.4. No Merger. This Agreement, each provision of it, and all warranties and representations in this Agreement shall survive the Closing and shall not merge in any instrument conveying title to Buyer. All representations, warranties, agreements, and obligations of the parties shall, despite any investigation made by any party to this Agreement, survive Closing, and the same shall inure to the benefit of and be binding on the parties' respective successors and assigns.

11.5. References. Unless otherwise indicated, (a) all article and section references are to the articles and sections of this Agreement, and (b) except where otherwise stated, all references to days are to calendar days. Whenever under the terms of this Agreement the time for performance of a covenant or condition falls on a Saturday, Sunday, or California state holiday, such time for performance shall be extended to the next Business Day. The headings used in this Agreement are provided for convenience

only and this Agreement shall be interpreted without reference to any headings. The date of this Agreement in the prefatory paragraph of this Agreement is for reference purposes only and is not necessarily the date on which it was entered into.

11.6. Governing Law. This Agreement shall be governed by the laws of the State of California applicable to contracts made by residents of the State of California and to be performed in California.

11.7. Business Day. As used in this Agreement, the term "Business Day" shall mean Monday through Friday with the exception of Federal, State of California, and City of Los Angeles observed holidays.

11.8. Assignment. This Agreement shall inure to the benefit of and be binding on the parties to this Agreement and their respective successors and assigns. Buyer shall have the right to assign all or any portion of its interest in this Agreement, provided that Buyer gives written notice of such assignment to Seller before the Closing Date.

11.9. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third person to any party to this Agreement or give any third person any right of subrogation or action over against any party to this Agreement.

11.10. Remedies Cumulative. The remedies set forth in this Agreement are cumulative and not exclusive to any other legal or equitable remedy available to a party.

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

ARTICLE 12

ARBITRATION

12.1. If the Parties cannot agree upon a disputed item by the Closing Date, the dispute shall be referred to arbitration conducted by JAMS. If the parties cannot mutually agree to an arbitrator, then JAMS shall provide a list of five qualified impartial arbitrators. Each side shall alternatively strike one name from the list until one remains with CITY being the first party to strike a name from the list. The remaining person shall become the arbitrator. The arbitrator shall be vested with authority to request either party to supplement their documentation as needed for the arbitrator to reach his/her decision. Buyer and Seller shall equally share the cost of the arbitrator and cooperate in such arbitration process.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates stated below.

BUYER:

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

By Velma Marshall

Deputy Executive Officer, Real Estate

Date: 8/31, 2011

APPROVED AS TO FORM:
ANDREA S. ORDIN, COUNTY COUNSEL

By: [Signature]

Date: August 30, 2011

SELLER:

CITY OF LOS ANGELES, a municipal corporation,
acting by and through its Department of
General Services

By: David A. Paschal for
TONY M. ROYSTER
General Manager

Date: 8/31, 2011

ATTEST:

APPROVED AS TO FORM:

JUNE LAGMAY, City Clerk

CARMEN A. TRUTANICH, City Attorney

By: June Lagmay
Deputy

By: Andrew J. Nocas
ANDREW J. NOCAS
Deputy City Attorney

Date: September 9, 2011

Date: August 30, 2011

CONSENT OF ESCROW HOLDER

Stewart Title Guaranty Company NTS ("Escrow Holder") accepts the foregoing Purchase and Sale Agreement and Joint Escrow Instructions as escrow instructions, agrees to act as escrow holder and agrees to be bound by their provisions applicable to it as Escrow Holder.

Date: _____

STEWART TITLE GUARANTY COMPANY, a
Texas corporation

By: _____
JOSETTA LOAIZA
Senior Commercial Escrow Officer

Attachment 1

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO

NAME City of Los Angeles
Department of General Service
Asset Management Department

ADDRESS 111 E. First Street, Suite 201
CITY & STATE Los Angeles, CA 90012

**GRANT DEED AND RESERVATION
OF EASEMENTS AGREEMENT**

APN: 5047-018-901

Documentary Transfer Tax NONE

RECORDATION OF THIS PUBLIC DOCUMENT IS EXEMPT FROM ALL RECORDING FEES AND TAXES PURSUANT TO GOVERNMENT CODE SECTION 6103. THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the City of Los Angeles, a municipal corporation, ("Grantor") hereby GRANTS to the Los Angeles County Metropolitan Transportation Authority, an agency created under the laws of the State of California ("Grantee"), subject to the terms and conditions set forth below, the real property in the City of Los Angeles, County of Los Angeles, State of California, described on Exhibit "A" and shown on Exhibit "A1," both of which are attached hereto (the "Real Property").

THE REAL PROPERTY IS CONVEYED TO GRANTEE RESERVING unto and for Grantor:

1. All oil, gas, water, and mineral rights now vested in the City of Los Angeles without, however, the right to use the surface of said land or any portion thereof to a depth of 500 feet below the surface, for the extraction of such oil, gas, water and minerals;
2. Any interest in the fee of any adjacent streets which would otherwise pass with the conveyance and shall be subject to covenants, conditions, restrictions, reservations, easements, rights and rights of way of record or which are apparent from a visual inspection of the real property.
3. All rights to use the present driveway easement to the immediate south of Grantor's Retained Property, as defined herein, and the Real Property. Said non-exclusive driveway easement is further described as Parcel II on the Grant Deed Recorded on March 6, 1950 as instrument No. 253 and further described and depicted as Parcel 1-06-02 2 on the Grant Deed recorded on March 8, 2000 as instrument No. 00-347121, both of Official Records. Grantee, its successor in interest and assignees,

shall have no right to use said driveway easement for any purpose and said driveway easement shall be appurtenant solely to Grantor's Retained Property. . This reservation is intended to prevent the driveway easement becoming overburdened by the use from the Real Property. Grantee agrees to acquire from the fee owner its own non-exclusive easement over the driveway for the benefit of the Real Property. As used herein, Grantor's Retained Property is defined to mean that portion of property retained by Grantor and is further described on Exhibit "B" and depicted on Exhibit "B1," both of which are attached hereto.

Grantee is currently constructing a parking structure (the "Grantee's Facility") on the Real Property. After Grantee provides new paving of the entire driveway, Grantor and Grantee mutually covenant and agree that any maintenance or repair of the newly repaved driveway required of either Grantor or Grantee as owners of their respective driveway easements will be done by the party (Grantor or Grantee as the case may be), adjacent to the part of the driveway requiring maintenance; i.e., Grantor will maintain the driveway adjacent to its property and Grantee will maintain the driveway adjacent to the Real Property. This Agreement for maintenance and repair is solely for the benefit of Grantor and Grantee and their respective properties and not for the benefit of the fee owner of the driveway or its property.

4. Grantor also reserves unto and for the City of Los Angeles the following three utilities easements, together with all structures and utilities contained within the easements, appurtenant to and benefitting Grantor's Retained Property The Real Property conveyed by this Deed to Grantee is the servient estate. Grantor's Retained Property is the dominant estate.

Easements No. 1, No. 2 and No. 3 (the "Easement Areas") are located on the Real Property as described in Exhibits "A" and "A1" and are for purposes of installation, maintenance, operation, modification, removal, repair, reinstallation, or placement of utilities, tunnels, vents, conduits, vent pipes, bypass tunnels, pipes, or pipelines (collectively, the "Facilities"). Grantee's rights in the Real Property granted herein are subject and subordinate to the right of Grantor, its successors and assigns, for the installation, maintenance, operation, modification, removal, repair, reinstallation, and placement of the Facilities.

Grantor, at Grantor's sole expense, shall maintain Easements No. 1, No. 2 and No. 3 in a safe condition during the term of this Agreement and shall perform all maintenance, repair and modifications in such a manner that will not unreasonably impair or impede Grantee's use of the surface over the Easement Areas. Grantor reserves the right to enter onto the Real Property to install, maintain, operate, modify, remove, repair, reinstall, or place the Facilities. If Grantor desires to access the Easement Areas from the Real Property for installation, maintenance, operation, modification, removal, repair, reinstallation or placement of the Facilities on a non-emergency basis, Grantor shall provide Grantee with at least seven (7) days prior written notice to the LACMTA Rail Operations Executive Officer. In case of an emergency, Grantor shall have immediate access to the Real Property to maintain, repair, modify or reinstall the Facilities, provided Grantor provides Grantee with notice as soon as possible after access. If any portion of the Real Property, including improvements or fixtures, suffers any damage by reason of the use of the Easement Areas by Grantor or Grantor's employees or contractors, Grantor shall, at its own cost and expense, repair all such damage and restore the Real Property to as good a

condition as before such cause of damage occurred. Any work performed or caused to be performed by Grantor within the Easement Areas shall be done in accordance with all applicable rules, laws and regulations.

If any portion of Grantor's Facilities suffer any damage by reason of Grantee's or Grantee's employees' or contractors' conduct or use of the Real Property, Grantee shall indemnify and reimburse Grantor for all damages, costs and expense relating to such damage, including all costs to repair all such damage and restore Grantor's Facilities to as good a condition as before such cause of damage occurred.

If any portion of Grantee's Facilities suffer any damage by reason of Grantor's or Grantor's employees' or contractors' conduct or use of the Real Property, Grantor shall indemnify and reimburse Grantee for all damages, costs and expense relating to such damage, including all costs to repair all such damage and restore Grantee's Facilities to as good a condition as before such cause of damage occurred.

Grantor, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to Grantee) and hold harmless Grantee and its subsidiaries, officers, directors, employees, agents, successors and assigns (individually and collectively, referred to as "Grantee Parties"), to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages, costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' fees), that are incurred by or asserted against Grantee and/or Grantee Parties arising out of or connected in any manner with (i) the acts or omissions to act of Grantor, or its officers, directors, affiliates, employees, agents, subcontractors and contractors or anyone directly or indirectly employed by or for whose acts Grantor is liable ("Grantor Parties") in connection with the use of the Easement Areas, or any portion thereof or arising from the presence upon or performance of activities by Grantor and/or Grantor Parties with respect to the Easement Areas or any portion thereof, (ii) bodily injury to or death of any person (including employees of Grantee and/or Grantee Parties) or damage to or loss of use of property resulting from such acts or omissions of Grantor and/or Grantor Parties; or (iii) non-performance or breach by Grantor and/or Grantor Parties of any term or condition of this Agreement.

Grantee, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to Grantor) and hold harmless Grantor and/or Grantor Parties, to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages, costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' fees), that are incurred by or asserted against Grantor and/or Grantor Parties arising out of or connected in any manner with (i) the acts or omissions to act of Grantee and/or Grantee Parties in connection with the design, construction, operation, and repair of Grantee's Facility or arising from the presence upon or performance of activities by Grantee and/or Grantee Parties with respect to the Easement Area or any portion thereof, (ii) bodily injury to or death of any person (including employees of Grantor and/or Grantor Parties) or damage to or loss of use of property resulting from such acts or omissions of Grantee and/or Grantee Parties or (iii) non-performance or breach by Grantee and/or Grantee Parties of any term or condition of this Agreement.

Should the acts or omissions of both the MTA Parties and the City Parties contribute to the injury or damage, then their responsibility for the injury or damage will be divided between the parties in proportion to their respective contributions to the injury or damage.

This Grant Deed and Reservation of Easements is made in accordance with the provisions of Ordinance No. _____ of the City of Los Angeles.

IN WITNESS WHEREOF, the City of Los Angeles, by its City Council, has caused this Grant Deed and Reservation of Easements to be executed on its behalf, and its corporate seal to be thereto affixed by its City Clerk, this _____ day of _____, 2010.

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION
AUTHORITY

CITY OF LOS ANGELES, a
municipal corporation, acting by
and through its Department of
General Services

By _____

Deputy Executive Officer, Real Estate

Date: _____, 2011

By: _____

TONY M. ROYSTER
General Manager

Date: _____, 2011

APPROVED AS TO FORM:
ANDREA S. ORDIN
COUNTY COUNSEL

ATTEST:

JUNE LAGMAY, City Clerk

By: _____

Date: _____, 2011

By: _____

Date: _____, 2011

APPROVED AS TO FORM:
CARMEN A. TRUTANICH, City Attorney

By: *Andrew J. Nogas*

ANDREW J. NOGAS
Deputy City Attorney

Date: *April*, 2011

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

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

PSOMAS

EXHIBIT 'A'

LEGAL DESCRIPTION

PARCEL 1 (MC-519)

That portion of Parcel 1-06-02.1, in the City of Los Angeles, County of Los Angeles, State of California, as described in the Grant Deed recorded March 8, 2000 as Instrument No. 00-0347121, Official Records of said County, lying westerly of the following described line:

Beginning at the northwesterly corner of said Parcel 1-06-02.1, said northwesterly corner being the intersection of the easterly line of La Cienega Boulevard, 100.00 feet wide, as shown on the map filed in Book 226, Pages 68 through 85, inclusive, of Records of Survey, in the Office of the County Recorder of said County, with the southerly line of Parcel 44 of the land described in the Grant Deed recorded January 15, 1991 as Instrument No. 91-63428, Official Records of said County, and as shown on said Record of Survey; thence along said southerly line South 83°26'28" East 173.70 feet to the **True Point of Beginning**; thence South 06°33'32" West 185.00 feet to the southerly line of said Parcel 1-06-02.1, said southerly line being parallel with and 185.00 feet southerly of said southerly line of Parcel 44.

Containing 30,992 square feet.

EASEMENT PARCEL 1 – ECIS PIPELINE SUBSURFACE EASEMENT

That portion of the Parcel 1-06-02.1, in the City of Los Angeles, County of Los Angeles, State of California, as described in the Grant Deed recorded March 8, 2000 as Instrument 00-0347121, Official Records of said County, described as follows:

Being a strip of land 30.00 feet wide, said strip lying 15.00 feet on each side of the following described line:

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Beginning at a point on the centerline of Jefferson Boulevard, 80.00 feet wide, as shown on the map filed in Book 226, Pages 68 through 85, inclusive, of Records of Survey in the Office of the County Recorder of said County, said point being South 83°26'28" East 512.33 feet along said centerline from the intersection with the centerline of La Cienega Boulevard, 100.00 feet wide; thence South 60°24'40" West (South 60°24'09" West per Instrument No. 01-0873747) 307.15 feet to the beginning of a curve concave southeasterly having a radius of 500.00 feet; thence southwesterly 436.79 feet along said curve through a central angle of 50°03'09" to a point on the centerline of Corbett Street, 60.00 feet wide, as shown on said Record of Survey.

The sidelines of said strip shall be lengthened or shortened as to terminate northeasterly in a line lying normal to the northerly line of said Parcel 1-06-02.1, and 173.70 feet from the northwesterly corner thereof and southerly in the southerly line of said Parcel.

The vertical limits of the easement shall extend 8.50 foot above and below the outside wall of the pipeline structure lying within the above-described strip.

Containing 4,703 square feet.

Together with that portion of said Parcel 1-06-02.1, lying southerly and westerly of the following described line:

EASEMENT PARCEL 2 – VENT PIPE UTILITY EASEMENT

Beginning at the northwesterly corner of said Parcel 1-06-02.1; thence along the northerly line thereof South 83°26'28" East 173.70 feet; thence South 06°33'32" West 173.72 feet to a line lying parallel with and 11.28 feet northerly of the southerly line of said Parcel 1-06-02.1, and the **True Point of Beginning**; thence along said parallel line North 83°26'28" West 2.50 feet; thence South 06°33'32" West 2.95 feet to a line lying parallel with and 8.33 feet northerly of said southerly line; thence along said parallel line

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North 83°26'28" West 159.41 feet to the westerly line of said Parcel 1-06-02.1; thence North 06°33'32" East 129.58 feet; thence North 40°06'44" West 12.69 feet to the westerly line of said Parcel 1-06-02.1.

Excepting therefrom the southerly 3.00 feet of said Parcel 1-06-02.1.

Also excepting therefrom any portion lying within Easement Parcel 1 of this description.

Containing 1,279 square feet.

Also together with that portion of said Parcel 1-06-02.1, being a strip of land 7.00 feet wide, said strip lying 3.50 feet on each side of the following described line:

EASEMENT PARCEL 3 – BYPASS TUNNEL SUBSURFACE EASEMENT

Beginning at the northwesterly corner of Parcel 1-06-02 1; thence along the westerly line thereof South 02°44'26" West 47.53 feet to the **True Point of Beginning**; thence South 40°08'54" East 115.94 feet to a point hereinafter referred to as Point "A."

Together with that portion of said Parcel 1-06-02.1, being a strip of land 10.25 feet wide, said strip lying 5.125 feet on each side of the following described line:

Beginning at said Point "A"; thence South 40°08'54" East 5.66 feet to the northwesterly sideline of Easement Parcel 1 of this description.

The sidelines of said strip shall be lengthened or shortened as to terminate northwesterly on the easterly line of said La Cienega Boulevard and southeasterly in the northwesterly sideline of Easement Parcel 1 of this description.

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The vertical limits of this easement shall extend 1.00 foot above and below the outside wall of the pipeline structure lying within the above-described strip.

Containing 786 square feet.

Distances as described above and as shown on said Exhibit "A-1" are grid distances. Ground distances may be obtained by dividing grid distances by the mean combination factor of the points being described. The mean combination factor for this conversion is 1.00000232.

All as shown on Exhibit "A-1" attached hereto and made a part thereof.

PSOMAS

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This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California.

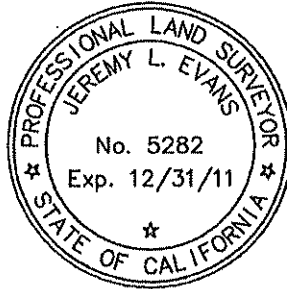
This legal description was prepared by me or under my direction.

Jeremy L. Evans

4-6-11

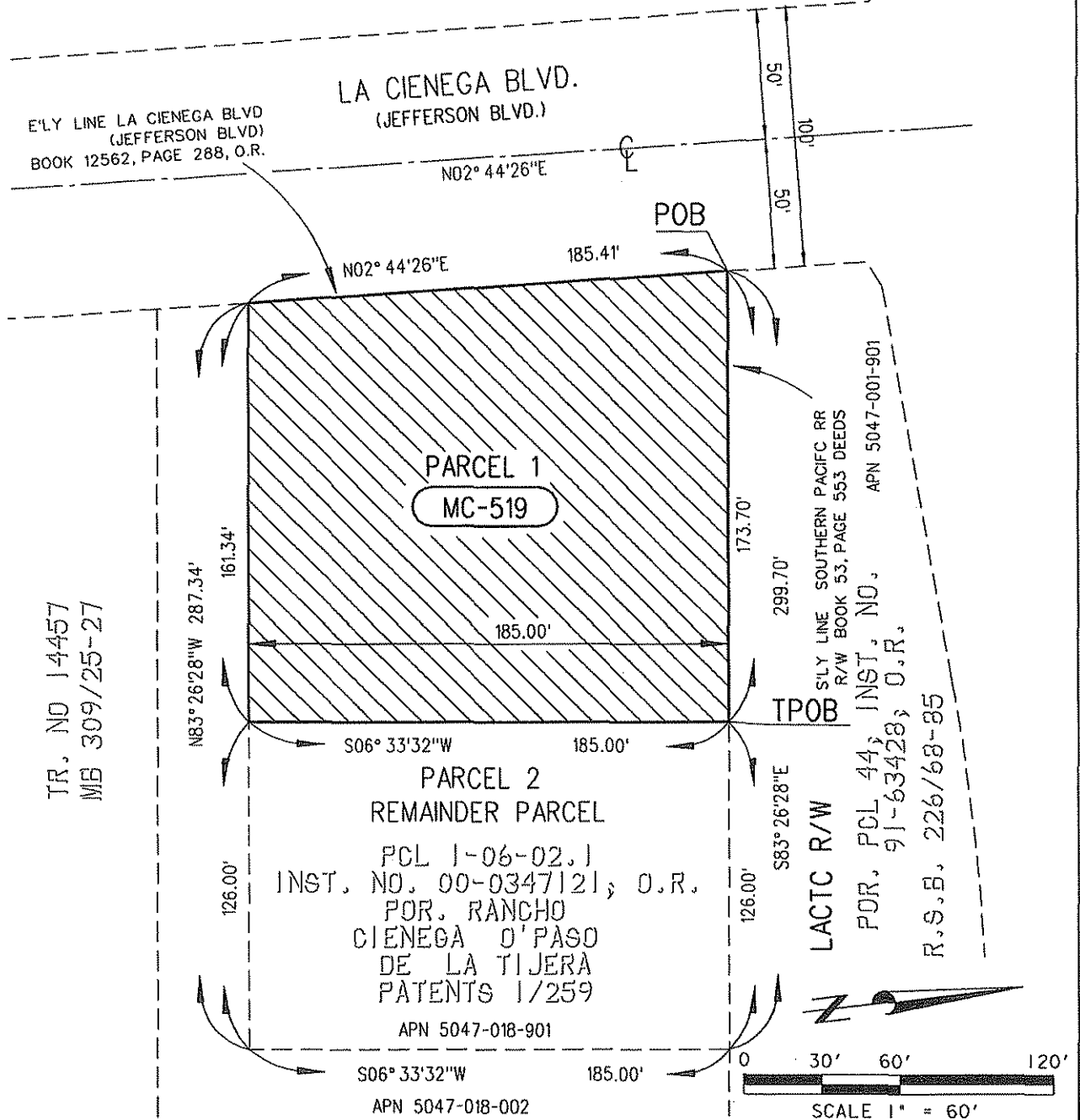
Jeremy L. Evans, PLS 5282

Date




GRANTOR : CITY OF LOS ANGELES		The data shown on plat are based on a field survey prepared by Psomas dated June 2003 - March 2006. Bearings and distances are based on California Coordinate System 83 Zone 5 coordinates obtained from California H.P.G.N.	
DESCRIPTION : THAT PORTION OF THE RANCHO CIENEGA O'PASO DE LA TIJERA, PATENTS 1/259, IN THE			
CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.			
	1	02-14-11	REVISED SUBMITTAL PACKAGE
TITLE REPORT : ORANGE COAST TITLE COMPANY NO. 140-761009-03	0	12-06-06	ORIGINAL SUBMITTAL
ASSESSORS REF. 5047-018-901	ROW REF : RW-035 & RW-036	NO.	DATE
			REVISION DESCRIPTION

EXHIBIT "A-1"



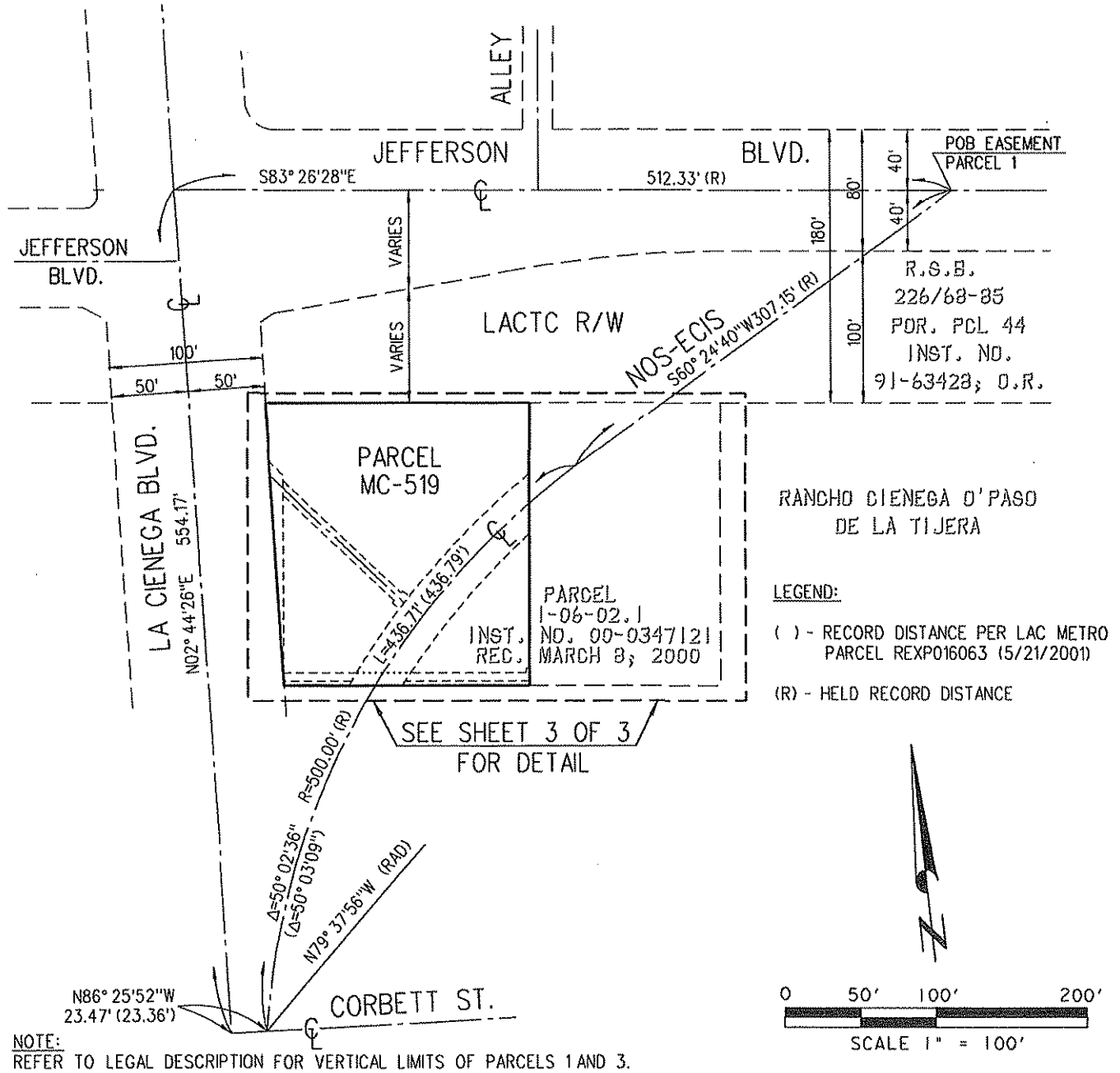
TOTAL AREA OF PROPERTY	MC-519	REMAINDER PARCEL	EASEMENT PARCEL 1	EASEMENT PARCEL 2	EASEMENT PARCEL 3
54,302 SQ. FT.	30,992 SQ. FT.	23,310 SQ. FT.	4,703 SQ. FT.	1,279 SQ. FT.	786 SQ. FT.

 <p>LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY MID-CITY/EXPOSITION LRT PROJECT</p>	<p>PARCEL PLAT MC-519 SHEET 1 OF 3</p>	CONTRACT NO. 2DMJ050508, T2 SCALE 1" = 60' DATE 12-06-06 DRAWN BY KVD CHECKED BY J.E. REV. DATE REV. NO. 1
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MVA 2DMJ050508 SURVEY LEGAL EXHIBITS MC-519-SHT-REV 1.00N

GRANTOR : CITY OF LOS ANGELES		The data shown on plot are based on a field survey prepared by Psomas dated June 2003 - March 2006. Bearings and distances are based on California Coordinate System 83 Zone 5 coordinates obtained from California H.P.G.N.		
DESCRIPTION : PARCEL 1-06-02.1, INST. NO. 00-0347121, O.R.		2	02-14-11	REVISED SUBMITTAL PACKAGE
IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES,		1	06-27-08	REVISION PER DESIGN CHANGES
STATE OF CALIFORNIA.		0	06-17-08	ORIGINAL SUBMITTAL
TITLE REPORT : ORANGE COAST TITLE COMPANY NO. 140-761009-03	ROW REF : RW-035 & RW-036	NO.	DATE	REVISION DESCRIPTION
ASSESSORS REF. 5047-018-901				

EXHIBIT "A-1"



NOTE:
REFER TO LEGAL DESCRIPTION FOR VERTICAL LIMITS OF PARCELS 1 AND 3.

MTA PARCEL	EASEMENT PARCEL 1	EASEMENT PARCEL 2	EASEMENT PARCEL 3
30,992 SQ.FT.	4,703 SQ.FT.	1,279 SQ.FT.	786 SQ.FT.



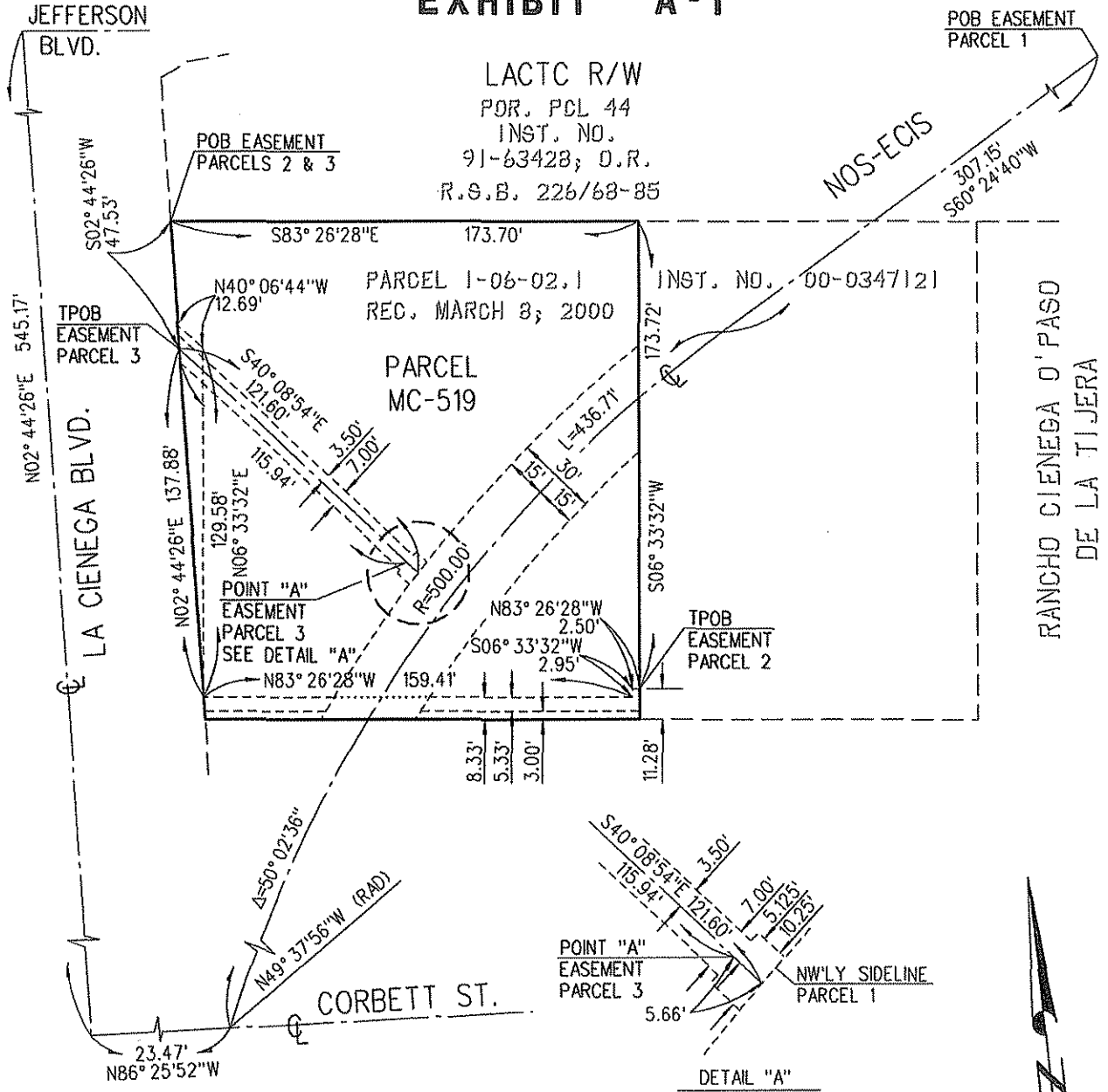
**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY
MID-CITY/EXPOSITION LRT PROJECT**

**PARCEL PLAT
MC-519
EASEMENTS
SHEET 2 OF 3**

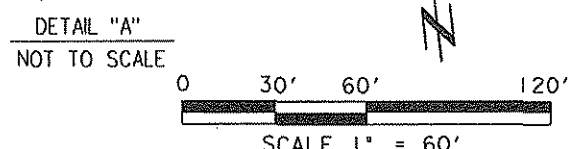
CONTRACT NO.	20M050508 T2
SCALE	1"=100'
DATE	06-17-08
DRAWN BY	RTN
CHECKED BY	JLE
REV. DATE	REV. NO.
	2

GRANTOR : CITY OF LOS ANGELES		The data shown on plot are based on a field survey prepared by Psomas dated June 2003 - March 2006. Bearings and distances are based on California Coordinate System 83 Zone 5 coordinates obtained from California H.P.G.N.		
DESCRIPTION : PARCEL 1-06-02.1, INST. NO. 00-0347121, O.R.		2	02-14-11	REVISED SUBMITTAL PACKAGE
IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES,		1	06-27-08	REVISIONS PER DESIGN CHANGES
STATE OF CALIFORNIA.		0	06-17-08	ORIGINAL SUBMITTAL
TITLE REPORT : ORANGE COAST TITLE COMPANY NO. 140-761009-03	ROW REF : RW-035 & RW-036	NO.	DATE	REVISION DESCRIPTION
ASSESSORS REF. 5047-018-901				


EXHIBIT "A-1"



NOTE:
REFER TO LEGAL DESCRIPTION FOR VERTICAL LIMITS OF PARCELS 1 AND 3.



MTA PARCEL	EASEMENT PARCEL 1	EASEMENT PARCEL 2	EASEMENT PARCEL 3
30,992 SQ. FT.	4,703 SQ. FT.	1,279 SQ. FT.	786 SQ. FT.

 <p>LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY MID-CITY/EXPOSITION LRT PROJECT</p>	<p>PARCEL PLAT MC-519 EASEMENTS SHEET 3 OF 3</p>	<table border="1" style="width: 100%;"> <tr> <td>CONTRACT NO.</td> <td>2DMJ050508 T2</td> </tr> <tr> <td>SCALE</td> <td>1"=60'</td> </tr> <tr> <td>DATE</td> <td>06-17-08</td> </tr> <tr> <td>DRAWN BY</td> <td>RTN</td> </tr> <tr> <td>CHECKED BY</td> <td>JLE</td> </tr> <tr> <td>REV. DATE</td> <td>REV. NO.</td> </tr> <tr> <td></td> <td style="text-align: center;">2</td> </tr> </table>	CONTRACT NO.	2DMJ050508 T2	SCALE	1"=60'	DATE	06-17-08	DRAWN BY	RTN	CHECKED BY	JLE	REV. DATE	REV. NO.		2
	CONTRACT NO.	2DMJ050508 T2														
SCALE	1"=60'															
DATE	06-17-08															
DRAWN BY	RTN															
CHECKED BY	JLE															
REV. DATE	REV. NO.															
	2															
<small>MTA 2DMJ050508 SURVEY LEGALS EXHIBITS MC 519 ESMT_SHT3.REV 2.DGN</small>																

PSOMAS

EXHIBIT 'B'

LEGAL DESCRIPTION

PARCEL 2 (REMAINDER PARCEL)

That portion of Parcel 1-06-02.1, in the City of Los Angeles, County of Los Angeles, State of California, as described in the Grant Deed recorded March 8, 2000 as Instrument No. 00-0347121, Official Records of said County, lying easterly of the following described line:

Beginning at the northwesterly corner of said Parcel 1-06-02.1, said northwesterly corner being the intersection of the easterly line of La Cienega Boulevard, 100.00 feet wide, as shown on the map filed in Book 226, Pages 68 through 85, inclusive, of Records of Survey, in the Office of the County Recorder of said County, with the southerly line of Parcel 44 of the land described in the Grant Deed recorded January 15, 1991 as Instrument No. 91-63428, Official Records of said County, and as shown on said Record of Survey; thence along said southerly line South 83°26'28" East 173.70 feet to the **True Point of Beginning**; thence South 06°33'32" West 185.00 feet to the southerly line of said Parcel 1-06-02.1, said southerly line being parallel with and 185.00 feet southerly of said southerly line of Parcel 44.

Containing 23,310 square feet.

Distances as described above and as shown on said Exhibit "B-1" are grid distances. Ground distances may be obtained by dividing grid distances by the mean combination factor of the points being described. The mean combination factor for this conversion is 1.00000232.

All as shown on Exhibit "B-1" attached hereto and made a part thereof.

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This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California.

This legal description was prepared by me or under my direction.

Jeremy L. Evans

4-6-11

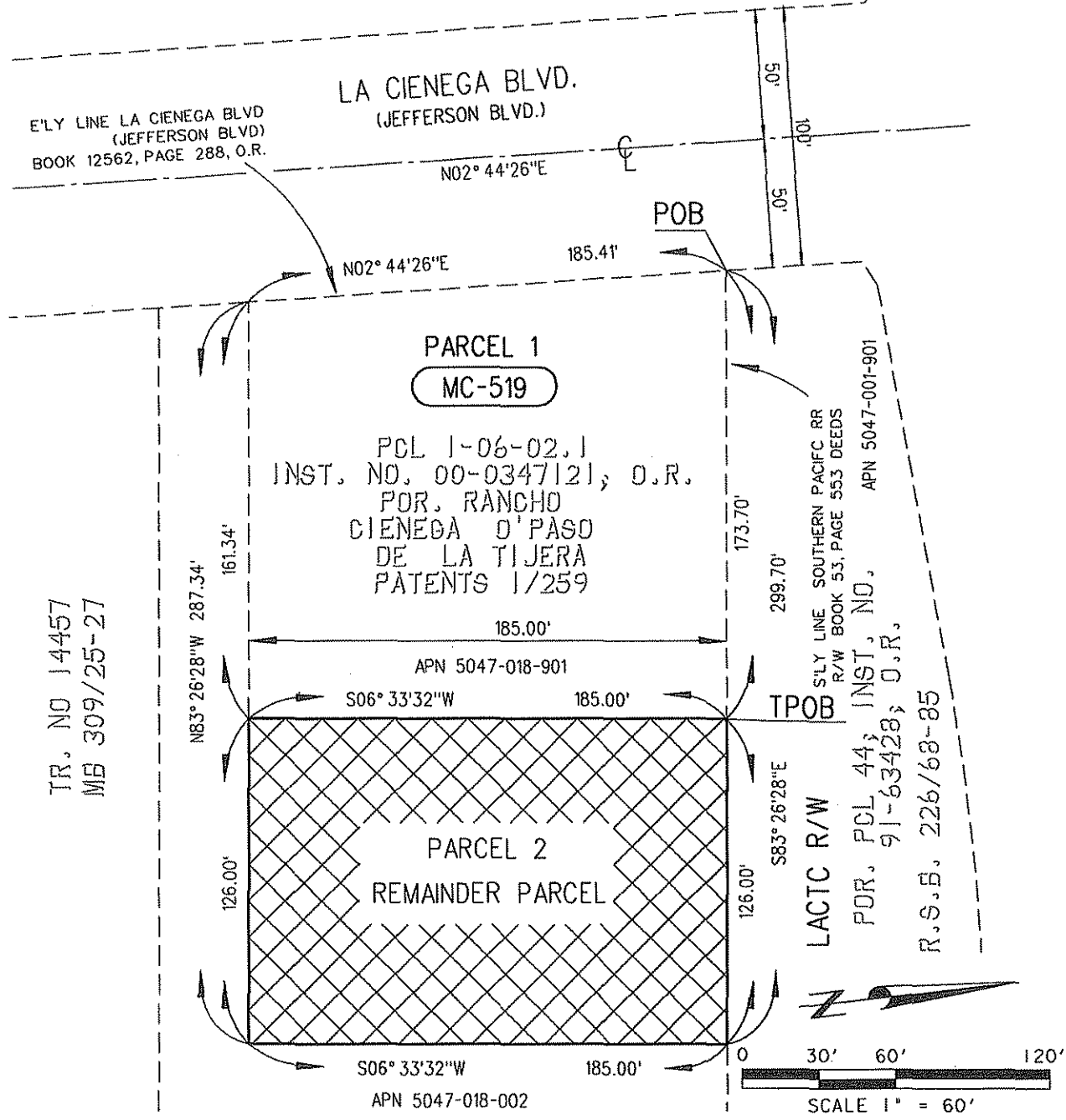
Jeremy L. Evans, PLS 5282

Date



GRANTOR : CITY OF LOS ANGELES		The data shown on plot are based on a field survey prepared by Psomas dated June 2003 - March 2006. Bearings and distances are based on California Coordinate System 83 Zone 5 coordinates obtained from California H.P.C.N.		
DESCRIPTION : THAT PORTION OF THE RANCHO CIENEGA O'PASO DE LA TIJERA, PATENTS 1/259, IN THE				
CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.				
TITLE REPORT : ORANGE COAST TITLE COMPANY NO. 140-761009-03		0	4-05-11	ORIGINAL SUBMITTAL
ASSESSORS REF. 5047-018-901	ROW REF : RW-035 & RW-036	NO.	DATE	REVISION DESCRIPTION

EXHIBIT "B-1"



TOTAL AREA OF PROPERTY	MC-519	REMAINDER PARCEL		
54,302 SQ. FT.	30,992 SQ. FT.	23,310 SQ. FT.		

<p>LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY MID-CITY/EXPOSITION LRT PROJECT</p>	<p>PARCEL PLAT REMAINDER PARCEL</p> <p>SHEET 1 OF 1</p>	CONTRACT NO.	20MJ050508, T2
		SCALE	1" = 60'
		DATE	12-06-05
		DRAWN BY	KVO
		CHECKED BY	JLE
REV. DATE	REV. NO.	0	

MVA 20M050506 SURVEY LEGAL EXHIBIT MC-518 REM_PCL.DGN

ATTACHMENT 2

MUTUAL RELEASE AGREEMENT

This Mutual Release Agreement is made and entered as of _____, 2011 (the "Effective Date") by and among Los Angeles County Metropolitan Transportation Authority, a public agency created under the laws of the State of California ("LACMTA"), the City of Los Angeles, a municipal corporation (the "CITY") and the Expo Metro Line Construction Authority ("EXPO") with reference to the following facts:

RECITALS:

A. CITY owns certain real property in the City of Los Angeles, County of Los Angeles consisting of approximately 1.22 acre parcel of land (the "CITY Property") where it constructed an Air Treatment Facility.

B. LACMTA and the CITY will enter or have entered into that certain Purchase and Sale Agreement and Joint Escrow Instructions (the "Purchase Agreement") whereby LACMTA will purchase the western approximate 30,992 square feet of the CITY Property (the "Property").

C. EXPO will construct a parking garage on the Property in connection with the Exposition Light Rail Project.

D. At the request of LACMTA and EXPO, in order to make the Property available for use as a parking garage, the CITY incurred costs and expenses associated with redesigning various aspects of CITY's Air Treatment Facility (the "ATF Redesign Costs"). As part of the purchase of the Property, CITY has agreed to accept and LACMTA has agreed to pay Four Hundred Seven Thousand and Eighty-Three Dollars (\$407,083.00) as full compensation for CITY's ATF Redesign Cost. CITY has agreed that payment in full of the ATF Redesign Costs shall satisfy any claims it may have for said costs and the parties have arranged for payment in full as part of the Purchase Agreement. This agreement shall be CITY's release of EXPO and LACMTA for said ATF Redesign Cost.

E. At the request of CITY, LACMTA and EXPO incurred an additional Four Hundred Seventy-Eight Thousand Dollars (\$478,000.00) in construction costs with regard to the sanitary sewer to be reserved by CITY in the Property and EXPO will incur after the sale of the Property Twenty-One Thousand, One Hundred and Sixty-Eight Dollars (\$21,168.00) for the paving of the adjacent alleyway at a minimum to the standards of the Green Book for Public Works construction for heavy truck traffic (collectively, the "Construction Offset Costs"). As part of the purchase of the Property, CITY has agreed to pay and LACMTA,

on behalf of EXPO, has agreed to accept, Four Hundred Ninety-Nine Thousand, One Hundred Sixty-Eight Dollars (\$499,168.00) as full compensation for EXPO's Construction Offset Costs. LACMTA and EXPO have agreed that payment in full of the Construction Offset Costs shall satisfy any claims they may have for said costs, including, without limitation, CITY's share to pave the driveway even if EXPO paves to a standard higher than the Green Book for Public Works construction for heavy truck traffic and the parties have arranged for payment in full as part of the Purchase Agreement. This agreement shall be EXPO's release of CITY for said Construction Offset Costs. Pursuant to this intent and in consideration of the mutual promises contained herein, LACMTA and City agree as follows:

AGREEMENT:

1. Except with respect to the obligations created by or arising out of this Agreement, CITY, its assigns, successors and each past or present employee, agent, representative, officer, director, partner, attorney, or any other person, firm corporation or governmental agency previously or hereafter affiliated in any manner with CITY, hereby releases and discharges LACMTA, EXPO and each of their respective present or former directors, officers, agents, employees, attorneys, successors and assigns, from any and all claims relating to or arising out of the ATF Redesign Costs.

2. Except with respect to the obligations created by or arising out of this Agreement LACMTA and EXPO and their respective successors, assigns and each past or present employee, agent, representative, officer, director, attorney or any other person, firm, corporation or governmental agency previously or hereafter affiliated in any manner with LACMTA or EXPO, hereby releases and discharges CITY, and each of its present or former directors, officers, agents, employees, attorneys, successors and assigns, from any and all claims relating to or arising out of the Construction Offset Costs.

3. It is the intention of each party in executing this Agreement that the same shall be effective as a bar to each and every claim for said costs. In furtherance of this intent, each party waives and relinquishes all rights and benefits under California Civil Code §1542, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

4. This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California.

5. Each of the parties hereto acknowledges that it has been represented by independent legal counsel of its own choice through all of negotiations which preceded the execution of this Agreement and that said Agreement has been executed with the consent and on the advice of such independent legal counsel. Each of the parties further acknowledges that said party and its attorneys have had adequate opportunity to make whatever investigation or inquiry they may deem necessary or desirable in connection with the subject matter of this Agreement prior to the execution hereof and the delivery and acceptance of the considerations specified herein.

6. This Agreement and the Purchase Agreement and all attachments thereto are the sole, entire and complete agreement of the parties relating to the subject matter hereof and all prior or contemporaneous negotiations or understandings have been and are merged and integrated into and are superseded by this Agreement and the Purchase Agreement.

7. This Agreement is binding upon and shall inure to the benefit of the parties hereto and to their respective insurers, heirs, administrators, executors, successors and assigns.

8. This Agreement may be executed in one or more separate counterparts. A facsimile of a signature shall be deemed an original for all purposes under this Agreement. When counterparts have been executed and delivered by all of the parties hereto, this Agreement shall become effective and the counterparts shall together constitute one document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates stated below.

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

By _____

Deputy Executive Officer, Real Estate

Date: _____, 2011

APPROVED AS TO FORM:

ANDREA S. ORDIN
COUNTY COUNSEL

By: _____

Date: _____, 2011

EXPOSITION METRO LINE
CONSTRUCTION AUTHORITY

By _____

Name: _____

Its: _____

Date: August ____, 2009

CITY OF LOS ANGELES, a municipal corporation,
acting by and through its Department of General Services

By: _____
TONY M. ROYSTER
General Manager

Date: _____, 2011

ATTEST:

JUNE LAGMAY, City Clerk

By: _____
Deputy

Date: _____, 2011

APPROVED AS TO FORM:
CARMEN A. TRUTANICH, City Attorney

By: Andrew R. Boggs
ANDREW J. NOGAS
Deputy City Attorney Andrew R. Boggs

Date: Mar. 16, 2011

Attachment 3

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO

NAME City of Los Angeles
Department of General Service
Asset Management Department

ADDRESS 111 E. First Street, Suite 201
CITY & STATE Los Angeles, CA 90012

EASEMENT DEED AGREEMENT

APN: 5047-001-901

Documentary Transfer Tax

NONE

RECORDATION OF THIS PUBLIC DOCUMENT IS EXEMPT FROM ALL RECORDING FEES AND TAXES PURSUANT TO GOVERNMENT CODE SECTION 6103. THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE.

This Easement Deed Agreement ("Agreement") is made as of _____ between the Grantor, Los Angeles County Metropolitan Transportation Authority, a public agency created under the laws of the State of California ("MTA") and the Grantee, City of Los Angeles, a municipal corporation ("CITY").

RECITALS

- A. CITY is the owner of certain real property located in the City of Los Angeles, County of Los Angeles, State of California, consisting of an approximate 1.22 acre parcel of land, commonly known as 3410 So. La Cienega Boulevard, Los Angeles, California, with Assessor's parcel number APN: 5047-018-901.
- B. Subject to interests being excepted by CITY, easements being reserved by CITY and other terms and conditions, MTA seeks to purchase the westerly approximate 29,696 square feet of the 1.22 acre parcel at 3410 So. La Cienega from CITY for use in connection with the MTA and EXPO's Exposition Light Rail Project. For purposes of this Agreement, the property being purchased by MTA is sometimes referred to as Parcel A.
- C. The portion of the 1.22 acre parcel of property being retained by CITY is referred to as Parcel B and is depicted on Exhibit C1. Parcel B is the dominant estate.
- D. MTA owns certain real property (APN: 5047-001-901) referred to as Parcel C. The sale of Parcel A to the MTA impairs the CITY's ability to circulate large heavy trucks on

Parcel B. The CITY is willing to sell Parcel A to the MTA to accommodate the MTA but only if, among other things, the MTA grants CITY the easement rights described herein. As part of the sale of Parcel A, the MTA is willing to provide the City with a surface easement over a portion of Parcel C as more particularly set forth in the legal description attached as Exhibit "C" and depicted on Exhibit "C1" (the "Easement Area") for City's ingress and egress for vehicle (including heavy trucks) and pedestrians. Parcel C is the servient estate.

NOW THEREFORE, in consideration of the covenants, promises and undertakings set forth herein and other consideration, the adequacy of which the Parties hereby acknowledge, the Parties agree as follows:

TERMS

1. MTA grants to CITY (and its employees, contractors, agents and invitees) a non-exclusive surface easement in perpetuity for ingress and egress for vehicles (including heavy trucks) and pedestrians over the Easement Area. The easement granted is appurtenant to the dominant estate.

2. Subsurface Easements.

Grantor reserves the right to use the Easement Area or any portion thereof in the exercise of its powers and in the performance of its duties, including those as a public transportation body. Grantor has granted subsurface easements for electrical utilities under the Easement Area. There is reserved and retained unto Grantor, its successors, assigns and permittees, the right to construct, reconstruct, operate, maintain, use and/or relocate existing and future rail facilities and appurtenances and existing and future transportation, communication, pipeline, utilities and other facilities and appurtenances in, upon, over, under, across and along the Easement Area or any portion thereof, and in connection therewith the right to grant and convey to others, rights and interests to the Easement Area; provided, however, any such actions shall not unreasonably interfere with Grantee's ingress and egress rights or use of the Easement Area.

3. Rights of Others. This Easement Area is subject to all licenses, leases, easements, reservations, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the Easement Area now or hereafter.

4.(a) Indemnification by Grantee.

Grantee, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to Grantor) and hold harmless Grantor and its subsidiaries, officers, directors, employees, agents successors and assigns (individually and collectively, referred to as "Grantor Indemnitees"), to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suites, liens, claims of lien, damages, costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against Grantor and/or Grantor Indemnitees arising out of or connected in any

manner with (i) the acts or omissions to act of the Grantee, or its officers, directors, affiliates, employees, agents, subcontractors and contractors or anyone directly or indirectly employed by or for whose acts Grantee is liable ("Grantee Parties") in connection with the use of the Easement Area or any portion thereof or arising from the presence upon or performance of activities by Grantee and/or Grantee Parties with respect to the Easement Area, or any portion thereof, or (ii) bodily injury to or death of any person (including employees of Grantor and/or Grantor Indemnitees) or damage to or loss of use of property resulting from such acts or omissions of Grantee and/or Grantee Parties, or (iii) non-performance or breach by Grantee and/or Grantee Parties of any term or condition of this Agreement.

4.(b) Indemnification by Grantor.

Grantor, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to Grantee) and hold harmless Grantee and its subsidiaries, officers, directors, employees, agents, successors and assign (individually and collectively, referred to as "Grantee Indemnitees"), to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages, costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against Grantee and/or Grantee Indemnitees arising out of or connected in any manner with (i) the acts or omissions to act of the Grantor, or its officers, directors, affiliates, employees, agents, subcontractors and contractors or anyone directly or indirectly employed by or for whose acts Grantor is liable ("Grantor Parties") in connection with the use of the Easement Area or any portion thereof or arising from the presence upon or performance of activities by Grantor and/or Grantor Parties with respect to the Easement Area, or any portion thereof, or (ii) bodily injury to or death of any person (including employees of Grantee and/or Grantee Indemnitees) or damage to or loss of use of property resulting from such acts or omissions of Grantor and/or Grantor Parties, or (iii) non-performance or breach by Grantor and/or Grantor Parties of any term or condition of this Agreement.

5(a) Repair by Grantee.

If any portion of the Easement Area, including improvements or fixtures, suffers damage by reason of the use of the Easement Area by Grantee or Grantee Parties including but not limited to damage arising from large trucks use of the Easement Area, Grantee shall, at its own cost and expense, repair within a reasonable time but commencing such work within five (5) working days from such damage, all such damage and restore the Easement Area to as good a condition as before such cause of damage occurred. Repair of damage shall include, without limitation, resurfacing of any holes, ditches or other indentations, as well as of any mounds or other inclines created by Grantee Parties, or Grantee visitors and invitees.

5 (b) Repair by Grantor.

If any portion of the Easement Area, including improvements or fixtures suffers damage by reason of the use of the Easement Area by Grantor or Grantor Parties, Grantor shall, at its own cost and expense, repair within a reasonable time but commencing such work within five (5) working days from such damage, all such damage and restore the Easement Area to as good a condition as before such cause of

damage occurred. Repair of damage shall include, without limitation, resurfacing of any holes, ditches or other indentations, as well as of any mounds or other inclines created by Grantor or Grantor Parties, or Grantor's visitors and invitees.

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION
AUTHORITY

CITY OF LOS ANGELES,
municipal corporation, acting by
and through its Department of
General Services

By _____
Deputy Executive Officer, Real Estate

By: _____
TONY M. ROYSTER
General Manager

Date: _____, 2011

Date: _____, 2011

APPROVED AS TO FORM:
ANDREA S. ORDIN
COUNTY COUNSEL

ATTEST:
JUNE A. LAGMAY, City Clerk

By: _____

By: _____

Date: _____, 2011

Date: _____, 2011

APPROVED AS TO FORM:
CARMEN A. TRUTANICH, City Attorney

By: Andrew J. Nocas
ANDREW J. NOCAS
Deputy City Attorney

Date: Mar. 11, 2011

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

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

EXHIBIT "C"

LEGAL DESCRIPTION

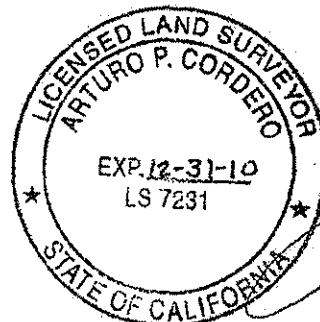
Ingress/ Egress Easement

That portion of that certain strip of land 100.00 feet wide, in the City of Los Angeles, County of Los Angeles, State of California, designated as "SOUTHERN PACIFIC RAILROAD COMPANY'S RIGHT OF WAY" on the map of Tract No. 12183, recorded in Book 233, page 8 and 9 of Maps in the office of the County Recorder of said county, bounded and described as follows:

Beginning at a point on the northerly line of Parcel 1 described in the Deed recorded on March 6th, 1950 as Document No. 253 of Official Records in said County Recorder's office, said northerly line being the southerly line of said railroad right of way, distant North 83°26'53" West 48.83 feet measured along said northerly line from the northeasterly corner of said Parcel 1, said point also being the beginning of a non-tangent curve concave to the southwest having a radius of 25.00 feet, a radial line of said curve to said point bears South 86°21'39" East; thence northerly along said curve through a central angle of 48°38'02" an arc distance of 21.22 feet to the beginning of a reverse curve concave to the northeast having a radius of 25.00 feet; thence northerly along last said curve through a central angle of 51°32'58" an arc distance of 22.49 feet; thence tangent to last said curve North 6°33'32" East 58.59 feet to the southerly line of Parcel No. 1 as described in the Public Street Easement Deed to the City of Los Angeles, recorded on March 28, 1963 as Document No. 1814 in Book D1970 Page 160 of Official Records in said County Recorder's office, last said southerly line now being the southerly sideline of Jefferson Boulevard; thence westerly along said southerly sideline of Jefferson Boulevard to a line parallel with and distant 34.00 feet westerly measured at right angles from hereinabove mentioned line having a bearing of 6°33'32" and distance of 58.59 feet; thence along said parallel line South 6°33'32" West 56.63 feet to the beginning of a tangent curve concave to the northeast having a radius of 59.00 feet; thence southerly along last said curve through a central angle of 39°57'15" an arc distance of 41.14 feet to said northerly line of Parcel 1 of Document No. 253; thence southeasterly along last said northerly line 39.10 feet to the point of beginning

Containing approximately 3,401 square feet

All as shown on Exhibit "C1" attached hereto and by this reference made a part thereof.



9/23/10

EXHIBIT "C1"

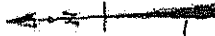
JEFFERSON BOULEVARD

JEFFERSON BLVD.

1073.43'
N 83°26'53" W

VARIES

NOT TO SCALE



LA CITENGA BOULEVARD

LA CITENGA BOULEVARD

PARCEL C

173.70'
S 83°26'53" E

R=59.00'
Delta=39°57'15"
L=41.14'

R=25.00'
Delta=3°32'58"
L=22.49'

R=25.00'
Delta=48°38'02"
L=21.22'

NORTHEASTERLY CORNER
OF PARCEL 1 OF O.R. 253

P.O.B.

R=25.00' (RAD)
S 86°21'39" E

PARCEL A

185.00'
S 6°33'07" W

185.00'
N 06°33'07" E

AIR TREATMENT
FACILITY SITE

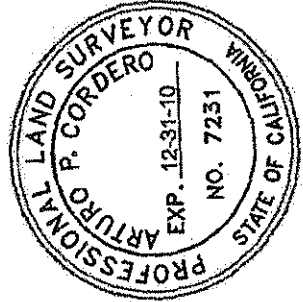
53000 ± SQ. FT.
1.22 ± ACRES

PARCEL B

AREA OF WESTERN PORTION
TO BE SOLD:
29696 ± S.F.

161.37
S 83°26'53" E

287.34'
N 83°26'53" W



185.41
S 2°44'22" W
ORD 178125

35.16
S 2°44'22" W

554.25
S 2°44'22" W

107

107

57

57

3.00'

3.00'