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# CITY OF LOS ANGELES

CALIFORNIA



**KAREN BASS**  
MAYOR

**DEPARTMENT OF  
PUBLIC WORKS  
BUREAU OF  
ENGINEERING**

**TED ALLEN, PE**  
CITY ENGINEER

1149 S. BROADWAY, SUITE 700  
LOS ANGELES, CA 90015-2213

<http://engineering.lacity.gov>

February 4, 2025

The Honorable City Council  
Room 395 City Hall  
200 North Spring Street  
Los Angeles, CA 90012

**COUNCIL FILE 22-1290 PROPOSED DIRECT SALE OF EASEMENTS LOCATED AT CHELSEA STREET, WEST OF TREMONT STREET, LOS ANGELES, CA 90033 FOR THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY MARENGO SIDING EXTENSIONS IMPROVEMENTS PROJECT**

**RECOMMENDATIONS**

That the City Council, subject to the approval of the Mayor:

1. **ADOPT** the accompanying Sale Ordinance (Exhibit A) authorizing the sale of the property interests owned by the City of Los Angeles (City) located at Chelsea Street, West of Tremont Street, Los Angeles, CA 90033 (Property), which is comprised of a 1,110 square foot Permanent Easement (**PE**) across a portion of the Property (Parcel A), and a 2,590 square foot, thirty-six (36) month Temporary Construction Easement (**TCE**) (Parcel B), which are also described in Exhibits B and C and depicted in Exhibits D and E respectively (together as "Properties") to the Los Angeles Metropolitan Transportation Authority (LACMTA), for the negotiated sale price of \$149,000;
2. **AUTHORIZE** the Department of Public Works (DPW), Bureau of Engineering (BOE) to execute the Purchase and Sale Agreement and Joint Escrow Instructions (Exhibit F) and related transactional documents based on the terms specified in the Sale Ordinance for the sale of Parcels A and B; and
3. **INSTRUCT** the Office of Accounting of the Board to complete the transactions outlined in the Sale Ordinance, process the necessary documentation to execute the sale and deposit the sale proceeds, less yet to be determined closing costs, into the General Fund No. 100, Department 50, Revenue Source Code 5188.



## **EXHIBITS**

1. Exhibit A – Sale Ordinance
2. Exhibit B – Legal Description for Parcel A
3. Exhibit C – Legal Description for Parcel B
4. Exhibit D – Plat Map for Parcel A
5. Exhibit E – Plat Map for Parcel B
6. Exhibit F – Purchase and Sale Agreement and Joint Escrow Instructions
7. Exhibit G – Council Files

## **BACKGROUND**

The DPW, BOE requests the authority for the sale of Parcels A and B (Properties) for the negotiated sale price of \$149,000.00 to the LACMTA for the Marengo Siding Extensions Improvements Project (Project) as initiated by the motion dated October 28, 2022 adopted by the City Council on November 22, 2022 under Council File 22-1290 (Exhibit G).

This Project is part of Southern California Regional Rail Authority's (SCRRA) Southern California Optimized Rail Expansion (SCORE) Program, aimed at system-wide improvements to Metrolink services. These improvements are designed to increase the overall service capacity of the Metrolink System across Southern California. The sale of Parcels A and B are necessary to accommodate increased rail traffic and service capacity on the Metrolink System. LACMTA will use Parcel A to construct, maintain, and repair a barrier wall and Parcel B for construction purposes directly related to the Project, including the construction of the sheet piling, pile caps, and barrier wall within Parcel A.

### *Appraisal*

The LACMTA hired Integra Realty Resources to determine the value of Parcels A and B. The completed appraisal report, dated March 23, 2023, determined the fair market value of Parcels A and B to be \$149,000. The Department of General Services, Real Estate Services Division, in an Inter-Departmental Correspondence dated August 1, 2023 to BOE, reviewed the Metro Just Compensation Package and recommended that the valuation of the properties be accepted for its intended use. While the appraisal is over a year old, BOE agrees with the amount and that it is still valid.

### *California Environmental Quality Act (CEQA)*

The Notice of Exemption was filed with the LA County Registrar on December 10, 2020 and with the State Clearinghouse on December 11, 2020.

## **FISCAL IMPACT STATEMENT**

The City Administrative Officer, per the above-mentioned Motion, has identified the fund account where proceeds will be deposited as the General Fund No. 100, Department 50, Revenue Source Code 5188.

## FINDINGS

### 1. Public Interest

In accordance with Section 7.27 of the Los Angeles Administrative Code, the Council may determine that the public interest or necessity require the sale of City-owned properties without notice of sale or advertisement for bids. In this event, the Council may, by ordinance with two-thirds vote, authorize the execution of a deed, contract or other instrument necessary to effect such sale and for a price or consideration and upon the terms and conditions to be specified in the ordinance. The BOE reports that the sale of the Properties is in the best interest of the City and public interest, or necessity require such sale because the City is in support of the Project being developed by LACMTA and SCRRA and because the Project is solely being carried out by LACMTA and SCRRA.

### 2. Terms of Sale

The following are terms of the sale as described in the Ordinance:

- The total sale price is \$149,000, which is the agreed upon price between the City of Los Angeles (City) and the Los Angeles County Metropolitan Transportation Authority (LACMTA);
- In accordance with Sections 2 and 3 of the Ordinance, the DPW is authorized to execute a temporary construction easement agreement or deed to grant the TCE to LACMTA and a permanent easement agreement or deed to grant the PE to LACMTA, open escrow, deliver deeds and agreements, and process all necessary documents to effectuate this sale. The Office of Accounting of the BPW is hereby authorized to deposit the proceeds, over and above applicable expenses, into the General Fund No. 100, Department 50, Revenue Source Code 5188. LACMTA shall pay all escrow, title, recording, and documentary transfer tax fees in connection with the sale.

### 3. Property Description / Legal Description

Parcel A is located on Chelsea Street, West of Tremont Street, Los Angeles, CA 90033 and described in Exhibit B and depicted in Exhibit D respectively. Parcel B is a 2,590 square foot, thirty-six (36) month TCE, which is described in Exhibit C and depicted in Exhibit E, respectively.

If you have any questions concerning this matter, please contact BOE Chief Real Estate Officer II, Uriel Jimenez, at [uriel.jimenez@lacity.org](mailto:uriel.jimenez@lacity.org).

Sincerely,



ENGINEERING  
Electronically Signed by Ted Allen  
on 02/04/2025 4:36:54 PM  
The City of Los Angeles

Ted Allen, P.E.  
City Engineer

The Honorable City Council  
February 4, 2025  
Page 4 of 4

TA/UJ/:jp;eg

\\Council Reports\\2025\\Final Council Report for the Sale of Easements to LACMTA for the Marengo Siding Improvements 2\_4\_2025.pdf

Attachments

cc: Mara Luevano, Office of the Mayor  
Vahid Khorsand, Board of Public Works  
Elyse Matson, Board of Public Works



**ORDINANCE NO. \_\_\_\_\_**

An Ordinance of the City of Los Angeles ("City") authorizing and providing for the sale of certain easements to the Los Angeles County Metropolitan Transportation Authority, a public agency ("LACMTA"), in order to facilitate the development of the Marengo Siding Extension Improvements Project ("Project") by LACMTA and the Southern California Regional Rail Authority, a joint powers authority ("SCRRA"), as part of SCRRA's Southern California Optimized Rail Enhancements program.

**THE PEOPLE OF THE CITY OF LOS ANGELES DO ORDAIN AS FOLLOWS:**

Section 1. In connection with that certain transaction between the City and LACMTA detailed in the report from the Bureau of Engineering, which report can be found in City Council File No. 22-1290, the City Council of the City of Los Angeles ("Council") hereby acknowledges the importance of the Project to the City and finds and determines that public interest and necessity require the transfer to LACMTA of the following property interests in support of the Project (collectively, "Proposed Transfer"):

- (A) a temporary exclusive construction easement for construction laydown and work area, which easement (i) will be for a term of 36 months commencing from the grant of such easement, (ii) will encumber an approximately 370-foot long, 7-foot-wide strip of land running along the south side of Chelsea Street measuring approximately 2,590 square feet, and (iii) is more particularly described in *Exhibit "A-1"* attached hereto and depicted in *Exhibit "A-2"* attached hereto ("Temporary Construction Easement"); and
- (B) a permanent exclusive easement for the construction, maintenance, use and repair of a wall and certain improvements between the railroad tracks and the public right-of-way, which easement (i) will encumber an approximately 370-foot long, 3-foot-wide strip of land running along the south side of Chelsea Street measuring approximately 1,110 square feet, and (ii) is more particularly described in *Exhibit "B-1"* attached hereto and depicted in *Exhibit "B-2"* attached hereto ("Permanent Easement").

In consideration of the Proposed Transfer, LACMTA shall pay to the City an amount equal to One Hundred Forty-Nine Thousand Dollars (\$149,000.00).

The Council hereby: (i) declares that all property interests to be transferred pursuant to the Proposed Transfer are exempt surplus land for purposes of Government Code Section 54221 because the City is transferring such property interests to LACMTA in support of the Project being developed by LACMTA and SCRRA; (ii) finds and determines that competitive bidding for the Proposed Transfer would not be practicable because the Project is solely carried out by LACMTA and SCRRA; and (iii) finds and determines that, for the same reason, public interest requires the Proposed Transfer without notice of sale or advertisement for bids. It is hereby ordered that the Proposed Transfer be made to LACMTA in support of the Project being developed by LACMTA

and SCRRA.

Sec. 2. The Department of Public Works, in the name of and on behalf of the City, is hereby authorized and directed to execute: (A) a temporary construction easement agreement or deed to grant the Temporary Construction Easement to LACMTA, and (B) a permanent easement agreement or deed to grant the Permanent Easement to LACMTA, as described in Section 1 above. Additionally, the City Clerk of the City is hereby authorized and directed to attest said agreements or deeds and affix the City Seal.

Sec. 3. The Department of Public Works is further hereby authorized to open escrow, deliver deeds and agreements, and process all necessary documents to effectuate the Proposed Transfer, and the Office of Accounting of the Department of Public Works is hereby authorized to deposit the proceeds, over and above applicable expenses, into Dept 50, Fund 100, Revenue Source Code 5188. LACMTA shall pay all escrow, title, recording, and documentary transfer tax fees in connection with the Proposed Transfer.

Sec. 4. This ordinance shall become effective upon publication pursuant to Charter Section 252(c) and Section 252(j).

## Exhibit "A-1" – Temporary Construction Easement – Legal Description

September 10, 2021

### **TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION**

All that real property situated in the City of Los Angeles, County of Los Angeles, State of California being a portion of Chelsea Street right-of-way between Blocks 8 and 12 of DeSoto Heights, recorded in Book 31, at Pages 71 and 72 of Miscellaneous Records (31 MR 71), in the Office of the County Recorder of Los Angeles County, said Chelsea Street also shown on that State of California Department of Transportation Right-of-Way Map No. F-1850-7, Sheet 8 of 10, being described as follows:

#### **PARCEL 8**

A strip of land 7.00 feet wide being more particularly described as follows:

**Commencing** at the street monument located at the angle point of the monument line in Chelsea Street (60.00 and 70.00 feet wide) as said street is shown on (31 MR 71), and being identified in Los Angeles County Field Book 132-225, at Page 104, having the coordinates by this survey of Northing 1842859.90, Easting 6501147.47, said monument also lying South 59°17'50" East, 254.52 feet from the street monument located at the intersection of Ricardo Street and Chelsea Street and identified in Los Angeles County Field Book 132-225, at Page 103, having the coordinates by this survey of Northing 1842989.85, Easting 6500928.62, said monument also lying South 84°05'46" West, 409.70 feet from the street monument located at the intersection of Tremont Street and Chelsea Street, and identified in Los Angeles County Field Book 132-225, at Page 105, having the coordinates by this survey of Northing 1842902.04, Easting 6501554.99;

**Thence** leaving said monument at the angle point in Chelsea Street, South 31°17'54" West, 49.84 feet to the southeast corner of said Lot 1, in Block 10 as shown on (31 MR 71);

**Thence** northeasterly along the southeasterly line of said Lot 1, North 05°53'46" West, 3.00 feet to the **True Point of Beginning**;

**Thence** continuing northeasterly along said southeasterly line of said Lot 1, North 05°53'46" West, 7.00 feet;

**Thence** leaving said southeasterly line of said Lot 1, North 84°06'14" East, 370.00 feet;

**Thence**, at right angles, South 05°53'46" East, 7.00 feet to a point being 3.00 feet northerly of the southerly line of Chelsea Street;

**Thence** southwesterly along a line parallel to the southerly line of Chelsea Street, South 84°06'14" West, 370.00 feet to the **True Point of Beginning**.

September 10, 2021

Containing 2590 square feet, measured in ground distances and shown on the plat attached hereto and made a part hereof.

Parcel Reference # MA: TCE-007

**END OF DESCRIPTION**

Prepared by:

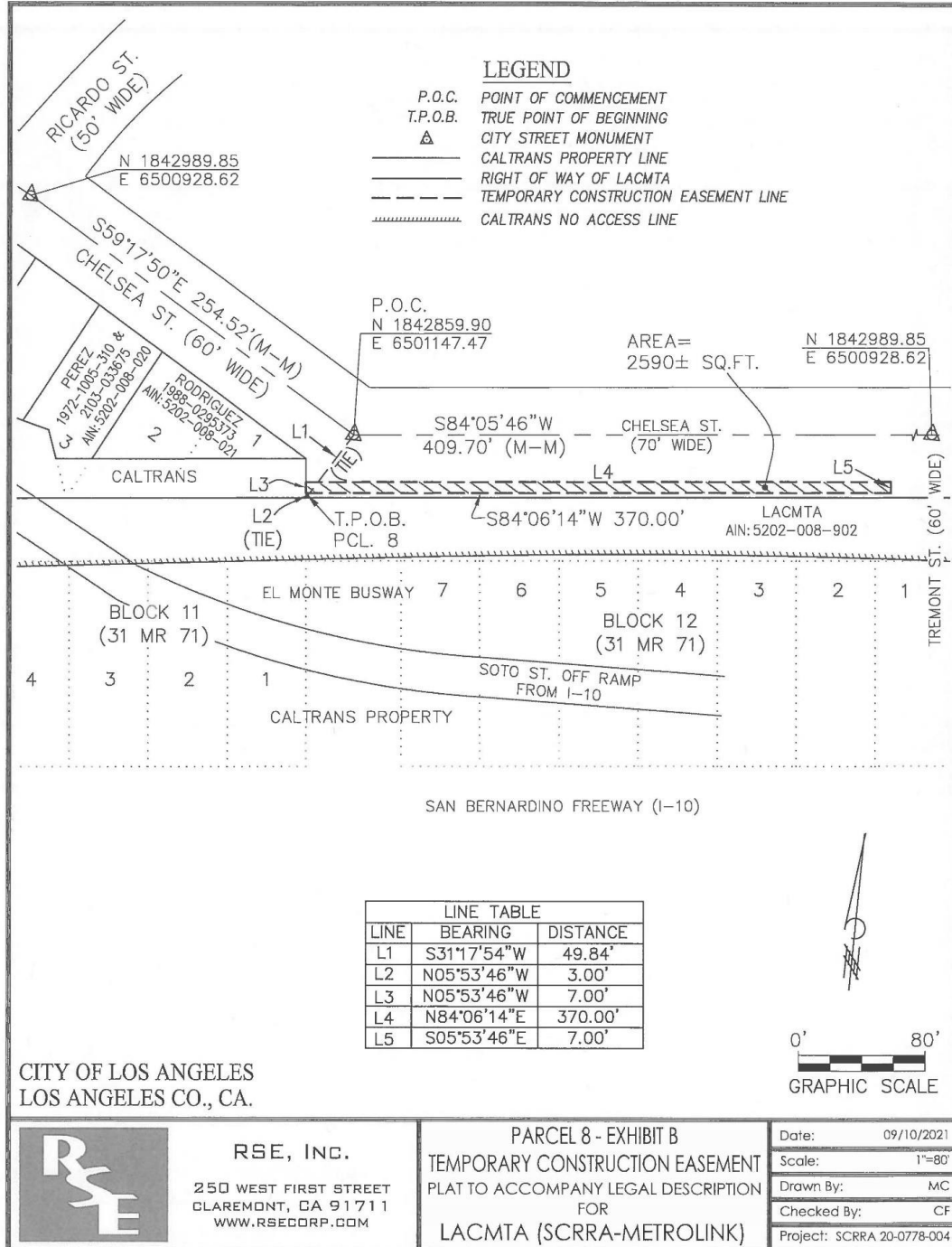


Michael A. Cusick, PLS 7885  
Expires: March 31, 2023



Oct. 1, 2021  
Date

# Exhibit "A-2" – Temporary Construction Easement – Depiction



## Exhibit "B-1" – Permanent Easement – Legal Description

September 10, 2021

### **PERMANENT EASEMENT LEGAL DESCRIPTION**

All that real property situated in the City of Los Angeles, County of Los Angeles, State of California being a portion of Chelsea Street right-of-way between Blocks 8 and 12 of DeSoto Heights, recorded in Book 31, at Pages 71 and 72 of Miscellaneous Records (31 MR 71), in the Office of the County Recorder of Los Angeles County, said Chelsea Street also shown on that State of California Department of Transportation Right-of-Way Map No. F-1850-7, Sheet 8 of 10, being described as follows:

#### **PARCEL 9**

A strip of land 3.00 feet wide being more particularly described as follows:

**Commencing** at the street monument located at the angle point of the monument line in Chelsea Street (60.00 and 70.00 feet wide) as said street is shown on (31 MR 71), and being identified in Los Angeles County Field Book 132-225, at Page 104, having the coordinates by this survey of Northing 1842859.90, Easting 6501147.47, said monument also lying South 59°17'50" East, 254.52 feet from the street monument located at the intersection of Ricardo Street and Chelsea Street and identified in Los Angeles County Field Book 132-225, at Page 103, having the coordinates by this survey of Northing 1842989.85, Easting 6500928.62, said monument also lying South 84°05'46" West, 409.70 feet from the street monument located at the intersection of Tremont Street and Chelsea Street, and identified in Los Angeles County Field Book 132-225, at Page 105, having the coordinates by this survey of Northing 1842902.04, Easting 6501554.99;

**Thence** leaving said monument at the angle point in Chelsea Street, South 31°17'54" West, 49.84 feet to the southeast corner of said Lot 1, in Block 10 as shown on (31 MR 71), said corner also being the **True Point of Beginning**;

**Thence** northeasterly along the southeasterly line of said Lot 1, North 05°53'46" West, 3.00 feet;

**Thence** leaving said southeasterly line of said Lot 1, North 84°06'14" East, 370.00 feet;

**Thence**, at right angles, South 05°53'46" East, 3.00 feet to a point on the southerly line of Chelsea Street;

**Thence** southwesterly along the southerly line of Chelsea Street, South 84°06'14" West, 370.00 feet to the **True Point of Beginning**.

September 10, 2021

Containing 1110 square feet, measured in ground distances and shown on the plat attached hereto and made a part hereof.

Parcel Reference # MA: EST-005

**END OF DESCRIPTION**

Prepared by:

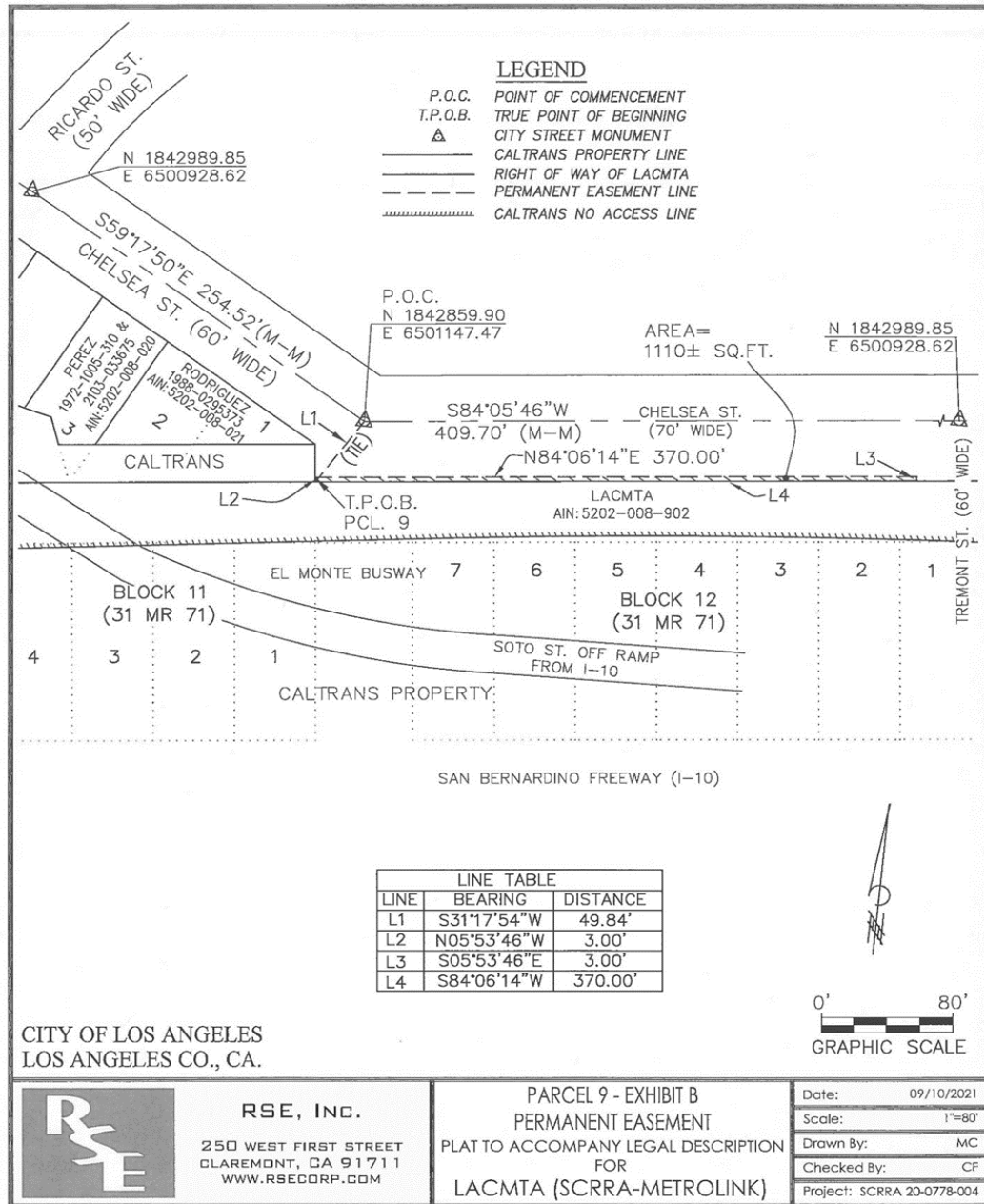


Michael A. Cusick, PLS 7885  
Expires: March 31, 2023



Oct. 1, 2021  
Date

## Exhibit "B-2" – Permanent Easement - Depiction





Sec. 5. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

Approved as to Form and Legality

HYDEE FELDSTEIN SOTO, City Attorney

By \_\_\_\_\_  
SEAN T. TORRES  
Deputy City Attorney

Date \_\_\_\_\_

File No. 22-1290

"M:\Real Prop\_Env\_Land Use\Real Property\_Environment\Ordinances\A23-03020\A23-03020 final.docx"

The Clerk of the City of Los Angeles hereby certifies that the foregoing ordinance was passed by the Council of the City of Los Angeles.

CITY CLERK

MAYOR

\_\_\_\_\_

\_\_\_\_\_

Ordinance Passed \_\_\_\_\_

Approved \_\_\_\_\_

September 10, 2021

**PERMANENT EASEMENT  
LEGAL DESCRIPTION**

All that real property situated in the City of Los Angeles, County of Los Angeles, State of California being a portion of Chelsea Street right-of-way between Blocks 8 and 12 of DeSoto Heights, recorded in Book 31, at Pages 71 and 72 of Miscellaneous Records (31 MR 71), in the Office of the County Recorder of Los Angeles County, said Chelsea Street also shown on that State of California Department of Transportation Right-of-Way Map No. F-1850-7, Sheet 8 of 10, being described as follows:

**PARCEL 9**

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**Thence** leaving said monument at the angle point in Chelsea Street, South 31°17'54" West, 49.84 feet to the southeast corner of said Lot 1, in Block 10 as shown on (31 MR 71), said corner also being the **True Point of Beginning**;

**Thence** northeasterly along the southeasterly line of said Lot 1, North 05°53'46" West, 3.00 feet;

**Thence** leaving said southeasterly line of said Lot 1, North 84°06'14" East, 370.00 feet;

**Thence**, at right angles, South 05°53'46" East, 3.00 feet to a point on the southerly line of Chelsea Street;

**Thence** southwesterly along the southerly line of Chelsea Street, South 84°06'14" West, 370.00 feet to the **True Point of Beginning**.

September 10, 2021

Containing 1110 square feet, measured in ground distances and shown on the plat attached hereto and made a part hereof.

Parcel Reference # MA: EST-005

**END OF DESCRIPTION**

Prepared by:



Michael A. Cusick, PLS 7885  
Expires: March 31, 2023



Oct. 1, 2021  
Date

September 10, 2021

**TEMPORARY CONSTRUCTION EASEMENT  
LEGAL DESCRIPTION**

All that real property situated in the City of Los Angeles, County of Los Angeles, State of California being a portion of Chelsea Street right-of-way between Blocks 8 and 12 of DeSoto Heights, recorded in Book 31, at Pages 71 and 72 of Miscellaneous Records (31 MR 71), in the Office of the County Recorder of Los Angeles County, said Chelsea Street also shown on that State of California Department of Transportation Right-of-Way Map No. F-1850-7, Sheet 8 of 10, being described as follows:

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**Thence** leaving said monument at the angle point in Chelsea Street, South 31°17'54" West, 49.84 feet to the southeast corner of said Lot 1, in Block 10 as shown on (31 MR 71);

**Thence** northeasterly along the southeasterly line of said Lot 1, North 05°53'46" West, 3.00 feet to the **True Point of Beginning**;

**Thence** continuing northeasterly along said southeasterly line of said Lot 1, North 05°53'46" West, 7.00 feet;

**Thence** leaving said southeasterly line of said Lot 1, North 84°06'14" East, 370.00 feet;

**Thence**, at right angles, South 05°53'46" East, 7.00 feet to a point being 3.00 feet northerly of the southerly line of Chelsea Street;

**Thence** southwesterly along a line parallel to the southerly line of Chelsea Street, South 84°06'14" West, 370.00 feet to the **True Point of Beginning**.


September 10, 2021

Containing 2590 square feet, measured in ground distances and shown on the plat attached hereto and made a part hereof.

Parcel Reference # MA: TCE-007

**END OF DESCRIPTION**

Prepared by:



Michael A. Cusick, PLS 7885  
Expires: March 31, 2023



Oct. 1, 2021  
Date

Exhibit D  
Parcel A

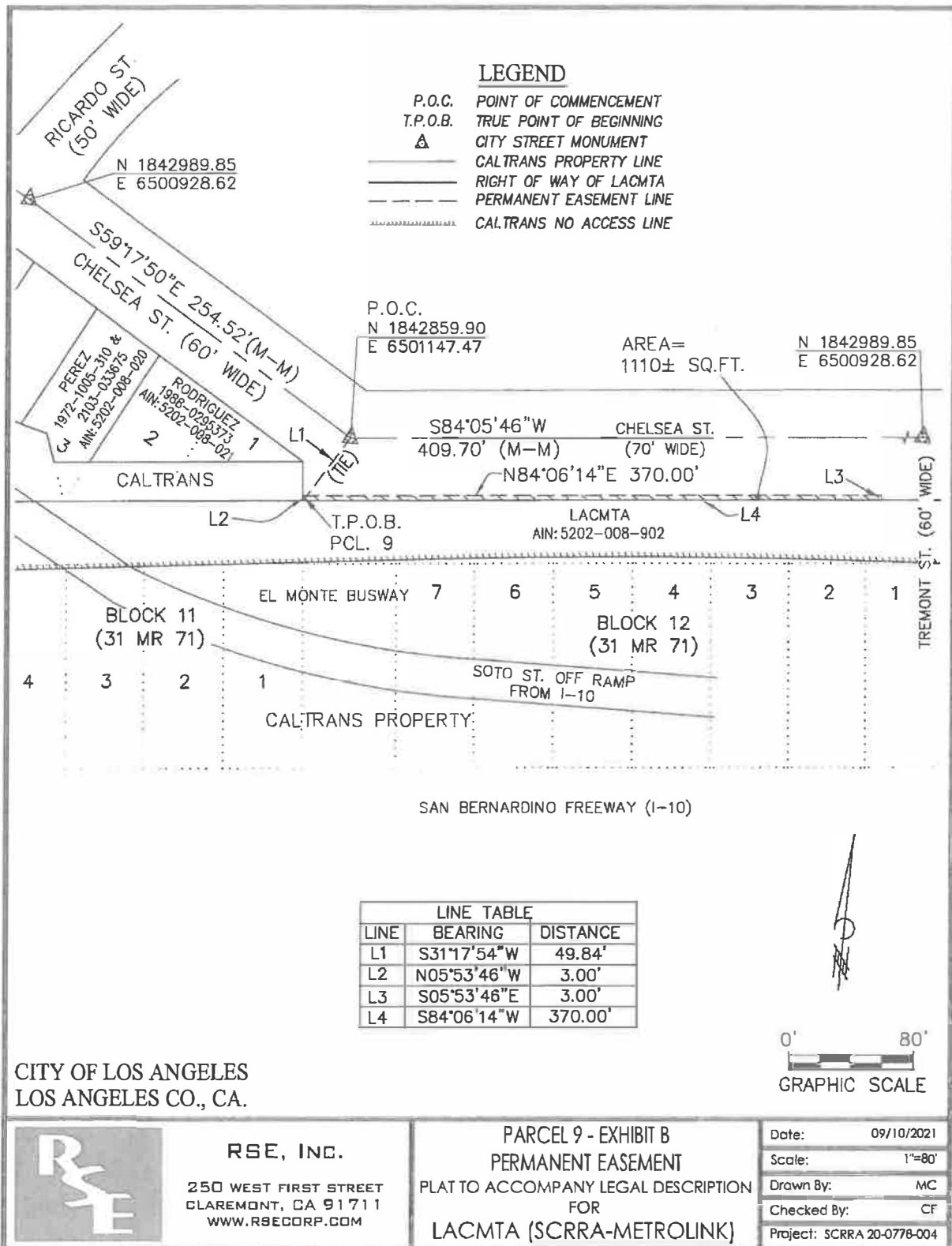
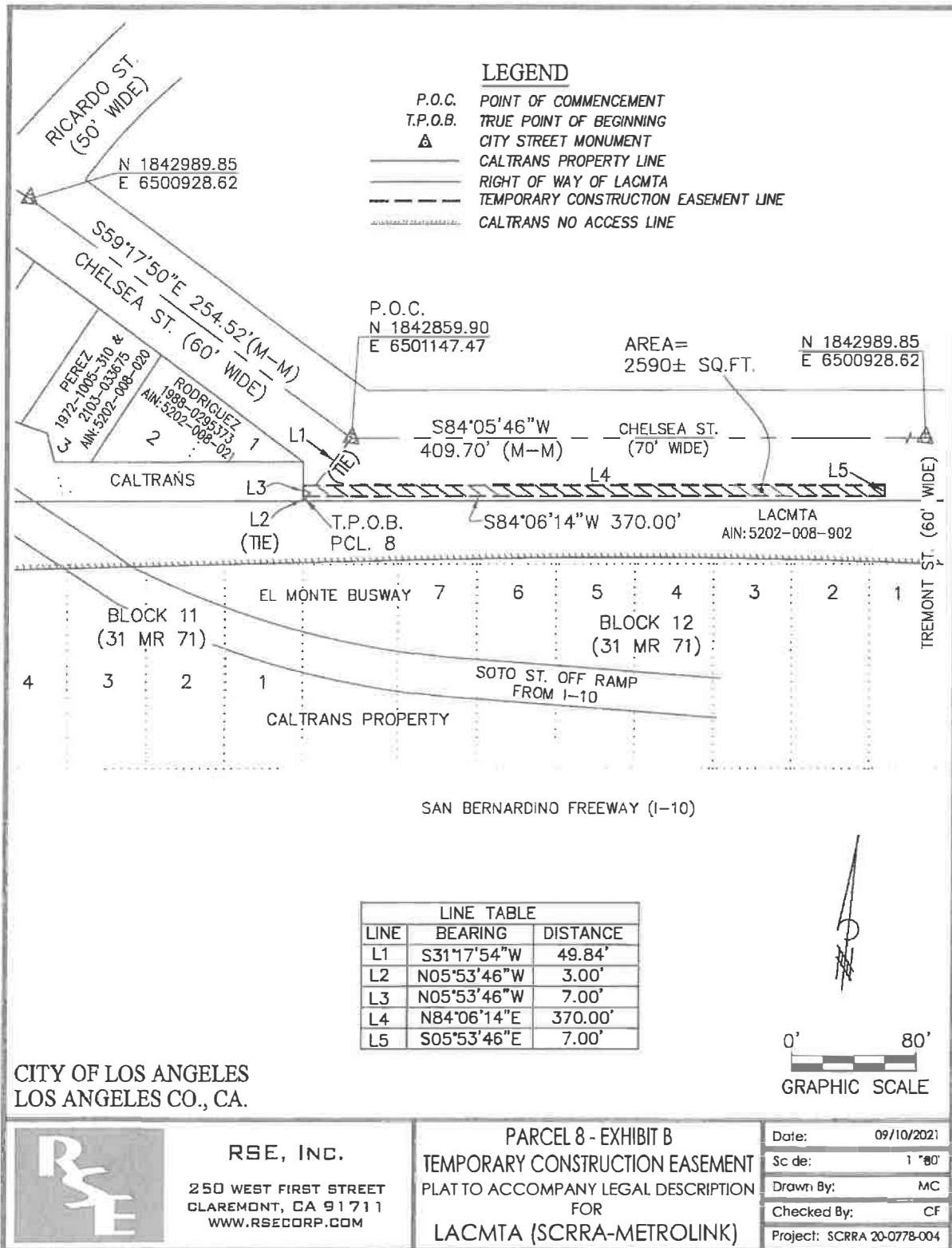


Exhibit E  
Parcel B



**PURCHASE AND SALE AGREEMENT FOR ACQUISITION OF  
REAL PROPERTY INTERESTS AND JOINT ESCROW INSTRUCTIONS**

Grantor: CITY OF LOS ANGELES

Grantee: LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION  
AUTHORITY

Property APN: N/A

Project Parcel No: MA-EST-005 & MA-TCE-007

Address: Portion of Chelsea Street, West of Tremont Street, Los Angeles, CA  
90033

Escrow No: \_\_\_\_\_

This PURCHASE AND SALE AGREEMENT FOR ACQUISITION OF REAL PROPERTY INTERESTS AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is made and entered as of \_\_\_\_\_, 2025, by and between the **LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**, a public agency existing under the laws of the State of California ("**LACMTA**" or "**Grantee**") and **CITY OF LOS ANGELES**, a municipal corporation, acting by and through its Department of Public Works ("**Grantor**") (collectively "**the Parties**" and each individually a "**Party**").

- A. Grantor owns that certain real property located at Chelsea Street, West of Tremont Street, Los Angeles, CA 90033, County of Los Angeles, State of California ("**Property**"), as more particularly described on **Attachment 1** attached hereto and incorporated herein by reference.
- B. LACMTA is a public transportation authority existing under the authority of §§ 130050.2 et seq. of the California Public Utilities Code with the authority to plan, construct and operate a regional multimodal transportation system in Los Angeles County.
- C. Southern California Regional Rail Authority ("**SCRRA**") is a joint powers authority responsible for operating commuter rail service covering five Southern California counties. LACMTA is a member of the five county joint powers authority.
- D. SCRRA, in partnership with LACMTA, has developed the Marengo Siding Extension Improvements Project ("**Project**") as part of SCRRA's Southern California Optimized Rail Enhancements (SCORE) Program. The SCORE Program is a series of systemwide improvement projects that combined will allow increases to service across the Metrolink System. The Project is located within railroad right-of-way owned by LACMTA, while the railroad infrastructure is operated and maintained by SCRRA.
- E. SCRRA requires the acquisition of the property interests related to the Property for the Project, which is comprised of (i) a 1,110 square foot Permanent Easement ("**PE**") across a portion of the Property, and (ii) a 2,590 square foot, thirty-six (36) month, Temporary Construction Easement ("**TCE**"). Both the PE and the TCE are collectively referred to as the "**Property Interests**." LACMTA is acquiring the Property Interests for SCRRA's use in connection with the Project.



Now, therefore, in consideration of the mutual covenants contained herein and other valuable consideration, the adequacy of which is hereby acknowledged, Grantee and Grantor agree as follows:

#### AGREEMENT

1. Grant of the PE and the TCE. Grantor shall grant to Grantee, and Grantee shall accept from Grantor, at the price and upon the terms and conditions set forth in this Agreement, the Property Interests that are comprised of the PE, as described in **Attachment 2** attached hereto, and the TCE, as described in **Attachment 3** attached hereto. The Property Interests will be transferred via a Permanent Easement Deed (the "PE Deed"), which is provided in **Attachment 4**, and a Temporary Construction Easement Deed (the "TCE Deed"), which is provided in **Attachment 5**.
2. Purchase Price. Grantee shall pay to Grantor as the total compensation for the Property Interests the "Purchase Price" of **ONE HUNDRED FORTY-NINE THOUSAND DOLLARS AND ZERO CENTS (\$149,000.00)**, which represents the Parties' agreement as to the fair market value and full and final settlement for the acquisition of the Property Interests. The Purchase Price shall be deposited with Escrow Holder, defined below, in immediately available funds at least three Business Days prior to the Closing Date, defined below.
3. Escrow Instructions.
  - 3.1 Escrow. No later than ten (10) Business Days after the Effective Date (as defined below), Grantee and Grantor shall open an escrow ("Escrow") with Commonwealth Land Title Company ("Escrow Holder") located at 4100 Newport Place Drive Suite 120, Newport Beach, CA 92660, and each Party shall deliver its signed counterpart of this Agreement to be compiled as a fully executed copy of this Agreement to Escrow Holder. The deposit with Escrow Holder of a fully executed original of this Agreement shall constitute the opening of Escrow (the "Opening of Escrow") and authorization to Escrow Holder to act in accordance with the terms of this Agreement. Escrow officer's name is Grace Kim, telephone number (949) 724-3141, e-mail UnitGKD@cltic.com. This Agreement shall constitute not only the agreement of purchase and grant of the Property Interests between Grantee and Grantor, but also instructions to Escrow Holder for the consummation of this Agreement through the Escrow. Escrow Holder shall not prepare any further instructions restating or amending this Agreement unless specifically so instructed by the Parties. Subject to approval of the Parties, Escrow Holder may, however, include its standard general provisions. Any amendments of, or supplements to, any Escrow instructions must be in writing and executed by Grantee and Grantor. Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement and applicable law. The term "Effective Date" shall mean the date that the Office of the City Clerk of Los Angeles attests this Agreement.
    - 3.1.1. Independent Consideration. Notwithstanding anything herein to the contrary, on the Opening of Escrow, Grantee shall deposit with Escrow Holder the sum of One Hundred and No/100 Dollars (\$100.00) (the "Independent Consideration"), which shall be non-refundable to Grantee

under any circumstances, shall not be applied towards the purchase price, shall be disbursed to Grantor upon the Closing or any termination of this Agreement, shall be deemed fully earned by Grantor upon the deposit thereof and shall be independent of any other consideration provided hereunder. Grantee and Grantor expressly acknowledge and agree that: (i) the Independent Consideration, plus Grantee's agreement to pay the costs provided in this Agreement, has been bargained for as consideration for Grantor's execution and delivery of this Agreement; and (ii) such consideration is adequate for all purposes under any applicable law or judicial decision.

- 3.2 Closing Date. The Parties hereto agree to perform all acts reasonably necessary to close Escrow no later than sixty (60) days following the Opening of Escrow (the "Closing Date").
- 3.3 Deposits by Grantor. Grantor shall deposit with Escrow Holder the following items no later than three (3) Business Days prior to the Closing Date, duly executed and acknowledged where required:
  - 3.3.1 The PE Deed, substantially in the form attached hereto as **Attachment 4**, and the TCE Deed, substantially in the form attached hereto as **Attachment 5**, conveying the Property Interests to Grantee;
  - 3.3.2 A completed California Franchise Tax Board Form 593-C, if applicable;
  - 3.3.3 An affidavit under penalty of perjury that Grantor is not a "foreign person" as defined in the Foreign Investment in Real Property Tax Act (FIRPTA), substantially in the form attached hereto as **Attachment 7**; and
  - 3.3.4 All other documents as may reasonably be required by Escrow Holder to close the Escrow in accordance with this Agreement.
- 3.4 Deposits by Grantee. Grantee shall deposit with Escrow Holder the following items no later than three (3) Business Days prior to the Closing Date, duly executed and acknowledged where required:
  - 3.4.1 The Purchase Price plus such additional funds as are required to pay Escrow Holder's estimate of all costs and fees associated with the transaction, including such costs and fees described in Section 4 below;
  - 3.4.2 An originally executed Certificate of Acceptance of the Deed, in the form included in **Attachment 4** and **Attachment 5**; and
  - 3.4.3 All other funds and documents as may be reasonably required by Escrow Holder or the Title Company, defined below, to close the Escrow in accordance with this Agreement.
- 3.5 Escrow Holder's Obligations
  - 3.5.1 At least ten (10) Business Days before the Closing Date, Escrow Holder shall advise Grantee and Grantor in writing of Escrow Holder's estimate of

the total Escrow costs and fees associated with this transaction to be paid by Grantee.

- 3.5.2. The performance of the acts set forth in this Section shall constitute the "Closing" or the "Close of Escrow" as such terms are used in this Agreement. The Escrow Holder shall conduct the Closing on the Closing Date by recording and distributing the following described documents and funds in the following manner:
- 3.5.3. Deliver to Grantor on the Closing Date in immediately available funds the sum of the Purchase Price and such other funds, if any, due Grantor by reason of prorations, if any;
- 3.5.4. Pay and charge Grantee for any and all escrow fees and costs incurred in this transaction;
- 3.5.5. Pay and charge Grantee for a California Land Title Association (CLTA) Policy of Title Insurance ("Title Policy") and any endorsements to the Title Policy requested by Grantee;
- 3.5.6. The Parties anticipate that this transaction is exempt from city or county documentary or transfer taxes. To the extent this transaction is not so exempt, all such taxes shall be paid by Grantee. The cost of recording the Deed shall be paid by Grantee;
- 3.5.7. Make all adjustments, except for taxes and assessments, on the basis of a 30-day month;
- 3.5.8. Record the PE Deed and the TCE Deed that were delivered into Escrow; and
- 3.5.9. Disburse funds by wire transfer to the respective Party.
- 3.5.10. LACMTA reserves the right to cancel Escrow and terminate this Agreement if at any time LACMTA determines in good faith that the Property Interests are no longer needed for the Project.

3.6 Grantee's Conditions to Closing.

- 3.6.1. The following conditions are conditions precedent to Grantee's obligation to purchase the Property Interests:
- 3.6.2. Grantee has obtained and reviewed an updated Preliminary Title Report, Order No. 92017100-920-CMM-CM8 issued by Commonwealth Land Title Insurance Company dated March 4, 2022 (hereinafter referred to as "PTR"). Grantee shall have ten (10) Business Days after the Effective Date to notify Grantor and Escrow Holder in writing of Grantee's disapproval of one or more exceptions to the updated PTR. Failure of Grantee to disapprove any

such exceptions within the aforementioned time limit shall be deemed to be an approval of the exceptions to the updated PTR. In the event Grantee disapproves one or more exceptions in the updated PTR, Grantor<sub>u</sub> in its sole and absolute discretion<sub>u</sub> shall have until the Closing Date to eliminate any disapproved exceptions, and if such exceptions are not eliminated, then the escrow shall be cancelled unless Grantee then elects to waive its prior disapproval(s). In the event that this transaction is cancelled pursuant to this Section 3.6.2, neither party shall have any further obligations hereunder, except for those obligations which expressly survive the Closing.

3.6.3. Grantor shall convey the Property Interests to Grantee by the PE Deed and the TCE Deed. At the Close of Escrow, Commonwealth Land Title Insurance Company (the "Title Company") shall issue through Escrow the Title Policy with CTLA coverage with liability in the full amount of the Purchase Price to Grantee subject only to the following exceptions (the "Permitted Exceptions"):

- (a) the standard printed exceptions set forth in the Title Policy;
- (b) general and special taxes and assessments not then delinquent or payable over time;
- (c) those certain exceptions which have been approved in writing by Grantee, including those exceptions that appeared in the updated PTR that were not previously disapproved.

3.6.4. At or prior to the Closing, Grantor shall have performed all of Grantor's obligations herein that are to be performed prior to the Closing.

3.7. Grantor's Conditions to Closing.

3.7.1 The following conditions are conditions precedent to Grantor's obligation to convey the Property Interests:

3.7.2 At or prior to the Closing, Grantee shall have performed all of Grantee's obligations herein that are to be performed prior to the Closing.

3.8. Waiver. If any condition stated in Section 3.6 of this Agreement has not been eliminated or satisfied within the time limits and pursuant to the provisions of this Agreement, then Grantee, as its sole and exclusive remedy, shall have the right to either waive the condition in question if such waiver is permissible under applicable law, and proceed with the purchase or, in the alternative, terminate this Agreement.

4. Grantor Right of Inspection.

4.1. Authorized representative, agents, and employees of Grantor shall have the right to enter the PE and TCE at any time and to observe and inspect Grantee's activities.

5. Grantor's TCE Conditions.

- 5.1. TCE Term. The term of the TCE ("TCE Term") will commence on the recording date of the TCE and expire thirty-six (36) months thereafter. The days and hours during which Grantee is allowed to access the TCE during the TCE Term are as follows:

Days: Monday through Fridays

Hours: 9 a.m. through 4 p.m.

Without limiting the foregoing, Grantee shall further adhere to the Los Angeles County Code of Ordinances regarding the restricted hours of physical construction activities and any applicable permit restrictions.

- 5.2. TCE Purpose. The TCE may only be used by Grantee (and Grantee's agents, employees, representatives, contractors, subcontractors, and consultants, including SCRRA and its contractors, subcontractors, and consultants, altogether "**Grantee Parties**") to, at Grantee Parties' sole cost and expense, access and use the area covered by the TCE ("TCE Area") solely for construction purposes directly related to the Project being developed by SCRRA, including the construction of the sheet piling, pile caps and barrier wall within that certain permanent easement area described and depicted in the PE Deed entered into by and between Grantor and Grantee to be recorded at Closing in connection with the Project ("Permitted Use"), and for no other purpose or use.

- 5.3. Limited Exclusive Use. During the performance of physical construction activities within the TCE Area, the TCE will be exclusive to Grantee and Grantee Parties.

- 5.4. Grantee Conduct and Requirements for TCE. Without limiting any other provision of this Agreement, Grantee Parties shall access and use the TCE Area solely for the Permitted Use at Grantee Parties' sole cost and expense and strictly in accordance with the following conditions and requirements (and Grantee shall ensure such compliance by Grantee Parties):

- a) The means and methods of construction shall follow industry best practices and shall include noise and vibration reduction measures such as temporary noise walls placed between physical construction activities and noise-sensitive receivers. Site stationary equipment shall be placed as far as reasonably practicable from noise-sensitive areas.
- b) Grantee Parties shall comply at all times with all applicable laws, rules, regulations and approvals, including, without limitation, all applicable occupational safety and health standards, rules, regulations and ordinances as established by federal, state and local authorities. Grantee or SCRRA shall maintain and provide to Grantor, upon Grantor's request, copies of safety plans and environmental, health and safety training records, licenses, certifications, permits and other applicable documentation as required for regulatory compliance. Grantee Parties will properly dispose of all or any waste generated or disturbed and immediately notify

Grantor of any damages (death, personal injury/illness, spill/release of hazardous materials and/or property damage) that may occur in connection with Grantee Parties' access and use of the TCE Area.

- c) Grantee Parties shall not interfere with, or injure or otherwise cause bodily harm to, any of Grantor's agents, representatives, licensees, invitees, contractors or employees. Grantee Parties shall not damage any part of the TCE Area or any applicable improvements or any personal property, including, without limitation, any underground improvements such as stormwater pipes.
- d) Grantee Parties shall not, and has no authority to, do anything that may result in a lien or encumbrance against the TCE Area. Without limiting the foregoing, Grantee agrees to cause Grantee Parties to promptly pay when due all costs associated with its activities and not to cause, permit or suffer any lien or encumbrance to be asserted against the TCE Area. Grantee Parties shall be responsible for and act as the sole generator with respect to any wastes generated by its activities. The foregoing obligations shall survive the termination or expiration of this Agreement.
- e) Grantee Parties shall stop work and take appropriate protective measures in the event that Grantor reasonably determines that Grantee Parties' activities in any way endanger the health and safety of any person or property. Work shall not recommence unless and until appropriate protective measures are taken to eliminate such endangerment. Grantor's right to stop work herein shall not in any way affect or alter Grantee Parties' obligations hereunder that pertain to health, safety or the protection of the environment, and are in addition to the other rights and remedies set forth herein.

Restoration and Final Inspection. Following all physical construction activities and no later than the expiration or earlier termination of this Agreement, Grantee Parties shall cause to have removed all equipment and materials from the TCE and have the TCE restored to its condition existing prior to Grantee accessing the TCE pursuant to this Agreement, including, without limitation, filling and compacting any holes. In addition, Grantee Parties shall resolve all complaints or corrections that are related to Grantee Parties use of the TCE Area to Grantor's satisfaction.

- 5.5. The foregoing obligations of Grantee shall survive the termination or expiration of this Agreement.

## 6. Grantor's PE Conditions.

- 6.1. PE Purpose. The PE may only be used by Grantee (and Grantee Parties) at Grantee Parties' sole cost and expense, access and use, to construct, maintain, repair (including graffiti removal as described in Section 6.3 below), continuously own, operate, replace, relocate, remove and use certain improvements such as a barrier wall, and other related structures, as described below ("Improvements") to be constructed by Grantee directly related to the Project, including the following ("PE Permitted Use") and for no other purpose or use:

- a) Barrier wall, with those certain wall improvements as depicted in the attached selected drawings marked as **Attachment 8** attached hereto. The barrier wall foundation will be comprised of a system of pile caps affixed to pipe piling. Steel posts will be placed at 14-ft. intervals atop the pile caps. Precast concrete panel segments will be placed between the posts. The length of the barrier wall will be approximately 361-ft, and the height will extend 14-ft. above the pile caps. Artwork shall be placed upon the northerly side of the panel segments facing towards the residential area.
- b) Activities associated with construction of the barrier wall include: Protection of existing utilities (including, without limitation, any stormwater pipes); clearing and grubbing as required; earthwork including excavation, structural excavation and backfill and over-excavation; grading and drainage as required; soil erosion and sediment control as required.

6.2. Grantee Conduct and Requirements for PE. Without limiting any other provision of this Agreement, Grantee Parties shall have a continuous right of access to the PE for the PE Permitted Use without interference by Grantor Parties (defined in Section 9.2), and shall access and use the PE solely for the PE Permitted Use at Grantee Parties' sole cost and expense and strictly in accordance with the following conditions and requirements (and Grantee shall ensure such compliance by Grantee Parties):

- a) The means and methods of construction shall follow industry best practices and shall include noise and vibration reduction measures such as temporary noise walls placed between physical construction activities and noise-sensitive receivers. Site stationary equipment shall be placed as far as reasonably practicable from noise-sensitive areas.
- b) Grantee Parties shall comply at all times with all applicable laws, rules, regulations and approvals, including, without limitation, all applicable occupational safety and health standards, rules, regulations and ordinances as established by federal, state and local authorities. Grantee or SCRRA shall maintain and provide to Grantor, upon Grantor's request, copies of safety plans and environmental, health and safety training records, licenses, certifications, permits and other applicable documentation as required for regulatory compliance. Grantee Parties will properly dispose of all or any waste generated or disturbed and immediately notify Grantor of any damages (death, personal injury/illness, spill/release of hazardous materials and/or property damage) that may occur in connection with Grantee Parties' access and use of the PE.
- c) Grantee Parties shall not interfere with, or injure or otherwise cause bodily harm to, any of Grantor's agents, representatives, licensees, invitees, contractors or employees. Grantee Parties shall not damage any part of the PE or any applicable improvements or any personal property, including, without limitation, any underground improvements such as stormwater pipes.

- d) Grantee Parties shall not, and has no authority to, do anything that may result in a lien or encumbrance against the PE. Without limiting the foregoing, Grantee agrees to promptly pay when due all costs associated with its activities and not to cause, permit or suffer any lien or encumbrance to be asserted against the PE. Grantee shall be responsible for and act as the sole generator with respect to any wastes generated by its activities. The foregoing obligations of Grantee shall survive the termination or expiration of this Agreement.
  - e) Grantee shall stop work and take appropriate protective measures in the event that Grantor reasonably determines that Grantee Parties' activities in any way endanger the health and safety of any person or property. Work shall not recommence unless and until appropriate protective measures are taken to eliminate such endangerment. Grantor's right to stop work herein shall not in any way affect or alter Grantee Parties' obligations hereunder that pertain to health, safety or the protection of the environment, and are in addition to the other rights and remedies set forth herein.
- 6.3. Maintenance and Repair. Grantee and Grantee Parties shall, at Grantee Parties' sole cost and expense, continuously own, maintain, operate and keep the Improvements in reasonable condition and repair. Without limiting the foregoing, SCRRRA shall remove as soon as possible (but no later than 15 days after receiving notice of the matter) all evidences of graffiti or defacement to the south facing side of the Improvements, and Grantor shall remove as soon as possible all evidences of graffiti or defacement to the north facing side of the Improvements.
- 6.4. Reservation of Rights. Except for the rights, privileges, benefits and easements granted herein, Grantor hereby reserves all of its right, title and interest in and to the PE and any applicable improvements and personal property, including, without limitation, the right to access above, around, and below the surface in order to maintain and operate, enlarge, reduce and repair underground improvements such as stormwater pipes. Subject to the foregoing, Grantor agrees that it will not use any property now owned or controlled by Grantor upon, above, or immediately contiguous to the PE in a manner that would materially and adversely interfere with, damage, or endanger the Improvements or the excavation, construction, maintenance, replacement, enjoyment or use thereof.
- 6.5. The rights and obligations contained in this Section 6 shall survive the termination or expiration of this Agreement.

## 7. Condition of Property; Sale "As Is, Where Is"

- 7.1. Grantee has investigated the condition of the Property Interests and has determined that it is suitable for Grantee's use. Without limitation, Grantee acknowledges and agrees that, except as specifically set forth in this Agreement, the Property Interests will be purchased by Grantee and sold and delivered by Grantor in an "AS IS" condition and on a "WHERE-IS" basis "WITH ALL FAULTS INCLUDING, BUT NOT LIMITED TO, BOTH LATENT AND PATENT DEFECTS."



- 7.2. Grantee acknowledges and agrees that, except as expressly set forth in this Agreement, no warranties, express, implied or statutory, of any kind whatsoever, have been, are or at any time will be made by the Grantor Parties or any other person, and Grantee waives all such warranties, other than as set forth expressly in this Agreement, including with respect to the condition (physical or otherwise) and use of the Property Interests including, but not limited to: (i) warranties of merchantability or fitness for a particular purpose, (ii) warranties with respect to the condition of the Property Interests, its compliance with any zoning or other rules, regulations, laws or statutes applicable to such interests, (iii) warranties with respect to the uses permitted on, the development requirements or conditions for, or any other matter or thing relating to the Property Interests, the Property or any portion thereof, including soil, compaction, drainage, seismic, hazardous materials, compliance with environmental requirements, utilities, or access, or (iv) warranties with respect to any improvements to the Property Interests or any work thereto.
- 7.3. Grantee also acknowledges that some defects may not become apparent prior to the Closing Date and hereby releases the Grantor Parties from blame and all liability for such "latent defects." If any facts, conditions or circumstances change or turn out differently from what Grantee believed, Grantee's obligations hereunder, if any, shall remain in full force and effect with no right or remedy against any of the Grantor Parties with respect thereto nor any right to delay Grantee's performance hereunder or, except as otherwise expressly set forth in this Agreement, to terminate this Agreement and, at Grantee's election, remove its improvements and quitclaim the PE and TCE to Grantor.
- 7.4. Grantor Parties Released from Liability. Effective from and after the Closing, Grantee hereby waives, releases, acquits, and forever discharges Grantor and the Grantor Parties 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, fixed or contingent (collectively, "Claims"), 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 PE, except matters arising from Grantor's fraud or intentional misrepresentation, gross negligence or willful misconduct. Grantee understands and agrees that by execution of this Agreement, Grantor does not admit any liability of any nature whatsoever. Grantee hereby represents and warrants to Grantor that it understands the effect of this waiver and said California Civil Code Section 1542 and it is represented and has been advised in this regard by its own counsel. Grantee acknowledges that it may hereafter discover Claims and/or facts now unknown or unsuspected, or in addition to, or different from, those which Grantee now knows or believes to be true with respect to the release set forth in this Section 7.4 (this "General Release"). Nevertheless, Grantee intends by this General Release to release fully and forever all Claims released hereby. Accordingly, this General Release shall remain in full force as a complete release of such Claims notwithstanding the discovery or existence of any such additional or different Claims

and/or facts before or after the date of this Agreement. The terms and conditions of Sections 7 and 9 of this Agreement shall expressly survive the Closing and shall not merge with the provisions of any closing documents. Grantee acknowledges and agrees that the disclaimers and other agreements set forth herein are an integral part of this Agreement and that Grantor would not have agreed to sell the PE to Grantee for the Purchase Price without the disclaimers and other agreements set forth above.

GRANTEE EXPRESSLY WAIVES AND RELINQUISHES ANY AND ALL RIGHTS OR THE BENEFITS IT MAY HAVE UNDER, OR WHICH MAY BE CONFERRED UPON IT BY, THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE TO THE FULLEST EXTENT THAT IT MAY LAWFULLY WAIVE SUCH RIGHTS OR BENEFITS PERTAINING TO THE SUBJECT MATTER OF THIS RELEASE.

**Grantee's Initials:** \_\_\_\_\_

**8. Representations and Warranties.**

- 8.1. Grantor hereby represents and warrants to Grantee that as of the date hereof the following are true and correct:
  - 8.1.1. Grantor has, or shall have, the power, right, and authority to enter this Agreement and the instruments referenced herein, and to take all actions necessary to consummate the transaction contemplated by this Agreement; and
  - 8.1.2. The person(s) executing this Agreement and the instruments referenced herein on behalf of the Grantor have the power, right, and actual authority to bind the Grantor to the terms and conditions of this Agreement.
- 8.2. Grantee hereby represents and warrants to Grantor that as of the date hereof the following are true and correct:
  - 8.2.1. Grantee shall have the power, right, and authority to enter this Agreement and the instruments referenced herein, and to take all actions necessary to consummate the transaction contemplated by this Agreement; and
  - 8.2.2. The person(s) executing this Agreement and the instruments referenced herein on behalf of the Grantee has the power, right, and actual authority to bind the Grantee to the terms and conditions of this Agreement.
- 8.3. The representations and warranties set forth in this Section 8 shall be deemed to be merged into and waived by the instruments of Closing and shall not survive the Closing. Without limiting the foregoing, neither party shall have any liability after

Closing for the breach of a representation, warranty or covenant hereunder of which the other party hereto had knowledge as of the Closing.

9. Disclaimers and Waivers

- 9.1. No Reliance on Documents. Except as expressly stated herein, Grantor makes no representation or warranty as to the truth, accuracy, or completeness of any materials, data, or information delivered by Grantor to Grantee in connection with the transaction contemplated hereby. Grantee represents and warrants to Grantor that Grantee is a knowledgeable, experienced, and sophisticated buyer of property interests and that it is relying solely on Grantee's own expertise and that of Grantee's consultants in purchasing the Property Interests and shall make an independent verification of the accuracy of any documents and information provided by Grantor, including any information relating to the Property and the Property Interests. Grantee will conduct such inspections and investigations of the Property and the Property Interests as Grantee deems necessary, including, but not limited to, any requirements or conditions for the use or occupancy of the Property and the Property Interests and the physical and environmental conditions of the Property, and shall rely upon same. Grantee acknowledges that Grantor has afforded Grantee a full opportunity to conduct such investigations of the Property and the Property Interests as Grantee deemed necessary to satisfy itself as to such requirements and conditions, the condition of the Property and the existence or non-existence with respect to any Hazardous Materials (as defined below) on or discharged from the Property, and Grantee will rely solely upon same and not upon any information provided by or on behalf of Grantor or any other Grantor Parties (as defined below) with respect thereto. Grantee waives any and all rights or remedies it may have or be entitled to, to the extent deriving from disparity in size or from any significant disparate bargaining position in relation to Grantor.
- 9.2. Disclaimers by Grantor. Except as expressly set forth in this Agreement, it is understood and agreed that Grantor and Grantor's officers, directors, elected or appointed officials and representatives, employees, and agents (collectively, with Grantor, the "Grantor Parties") have not at any time made and are not now making, and they specifically disclaim, any warranties, representations or guaranties of any kind or character, express or implied, with respect to the Property and the Property Interests, including, but not limited to, warranties, representations or guaranties as to (1) matters of title, (2) environmental matters relating to the Property or any portion thereof, including, without limitation, the presence of Hazardous Materials (as defined below) in, on, under or in the vicinity of the Property, (3) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water, and geologic faults and the resulting damage of past and/or future faulting, (4) whether, and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, wetlands, flood prone area, flood plain, floodway or special flood hazard, (5) drainage, (6) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions

of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring, (7) the presence of endangered species or any environmentally sensitive or protected areas, (8) zoning or entitlements to which the Property or any portion thereof may be subject or the extent to which building or other entitlements for the Property or any portion thereof may be obtained or any conditions that may be imposed in connection therewith, (9) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric, (10) usages of adjoining property, (11) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (12) the condition or use of the Property or compliance of the Property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (13) the existence or non-existence of underground storage tanks, surface impoundments, or landfills, (14) any improvements made to the Property, (15) any other matter affecting the stability and integrity of the Property, (16) the potential for further development of the Property, (17) the merchantability of the Property or fitness of the Property for any particular purpose, (18) the truth, accuracy or completeness of any information relating to the Property or the Property Interests, (19) tax consequences, (20) requirements or conditions of approval applicable to the Property or any requirements or conditions for the development, use, sale or occupancy of the Property, or (21) any other matter or thing with respect to the Property or the Property Interests. The term "Hazardous Material" for the purposes of this Agreement shall mean, without limitation: (a) those substances included within the definitions of "hazardous materials," "hazardous substances," "toxic substances," or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq., and in the regulations promulgated pursuant to those laws; (b) those substances defined as "hazardous wastes" in Section 25117 of the California Health & Safety Code, or as "hazardous substances" in Section 25316 of the California Health & Safety Code, and in the regulations promulgated pursuant to those laws; (c) those substances listed in the United States Department of Transportation Table (49 C.F.R. 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. part 302 and amendments thereto); (d) any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. 1251 et seq. (33 U.S.C. 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. 1317); (v) flammable explosives, or (vi) radioactive materials; and (e) such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or which are classified as hazardous or toxic under federal, state, or local laws.

#### 10. Indemnity by Grantee.

- 10.1. Grantee agrees to indemnify, defend and hold harmless Grantor, its departments, boards, elected officials, officers, agents, employees, successors and assigns (collectively "Released Parties") from all loss or liability, actual or alleged, for bodily injury to either Grantee, its contractors, invitees or third parties, damage to property or any other damage or loss incurred by Grantee, its contractors and invitees, Grantor and/or third parties which may arise from Grantee's acts or omissions, either intentional or negligent, while on the PE or exercising the rights provided hereby. However, neither Grantee's waiver nor indemnity exempts the Released Parties from acts of active negligence or willful misconduct of Grantor. The foregoing obligations of Grantee shall survive the termination or expiration of this Agreement.

#### 11. Release by Grantor.

- 11.1. Grantor agrees that the Purchase Price for the Property Interests represents the fair, adequate and total compensation required by Grantee for the sale of the Property interests to Grantee, which includes, but is not limited to, any compensation that may be warranted by reason of the theories of impairment of access or inverse condemnation pursuant to Federal and/or State law and implementing regulations or otherwise; and therefore in connection with the foregoing, Grantor hereby forever releases and fully discharges the Grantee and its and its subsidiaries, and SCRRA and each of their respective officers, member agencies, departments, boards, elected officials, officers, employees, agents, contractors, assignees, and representatives, from any and all claims, demands, damages, causes of action, costs, and expenses (including, without limitation, experts' and attorneys' fees), that the Grantor now, or in the future may have, of whatsoever kind of nature, whether known or unknown, suspected or unsuspected present or potential, foreseen or unforeseen, fixed or contingent, arising from Grantor's grant of the Property Interests to Grantee hereunder.

#### 12. Insurance

- 12.1. Grantee, at its own cost and expense, and in its name, shall prior to access and use of the TCE, obtain insurance and furnish Grantor with evidence of same from insurers acceptable to Grantor and in a form acceptable to Grantor's Risk Management for the coverages and minimum limits of insurance indicated on Grantor's 146IR Form (Required Insurance and Minimum Limits) and satisfying the requirements attached hereto as **Attachment 6**. Such insurance shall include Grantor as an additional insured, and Grantee shall maintain such insurance through the Term of this Agreement at its sole cost. At its sole option, Grantee may satisfy Grantee's obligations under the insurance requirements of this Section by a combination of commercial insurance, formal risk pooling under California statutory provisions, and/or a self-funded loss reserve. Grantee shall furnish Grantor with a certificate or other written evidence of Grantee's election to provide all or part of Grantee's coverage under a risk pooling, risk retention, or self-insurance program or any combination thereof. Grantee agrees that any authorized contractor or subcontractor working within the TCE shall obtain and

keep in force during the Term of this Agreement the insurance coverages in the types and amounts approved by Grantor's Risk Management. Grantee will maintain written evidence of said insurance. Grantee's authorized contractor(s) or subcontractor(s) will also list Grantor as an additional insured. If requested by Grantor, Grantee will make said evidence available to Grantor.

13. Grantee's Consent to New Contracts.

- 13.1. Grantor shall not after the Effective Date enter into, modify, or waive rights under any contract or agreement pertaining to the portion of the Property comprised of the PE or to be encumbered by the TCE (but only during the term of the TCE) which may interfere with Grantee's use of the Property Interests without, in each case, obtaining Grantee's prior written consent thereto, which consent Grantee agrees shall not be unreasonably withheld, conditioned or delayed. In any event, Grantor shall notify Grantee of its intent to enter into any such contract or agreement pertaining to the portion of the Property comprised of the PE or to be encumbered by the TCE (but only during the term of the TCE) prior to entering into such contract or agreement.

14. Assignment.

- 14.1. This Agreement, and the TCE and the PE, is personal to Grantee, and this Agreement, TCE, and PE may not be transferred or assigned by Grantee without the prior written consent of Grantor. Grantor is granting the TCE and PE to Grantee specifically in furtherance of the Project. Any transfer or assignment in violation of this Section will be null and void.

15. Entire Agreement.

- 15.1. This Agreement and any attachments hereto, either in attachment form or when duly executed by the Parties thereto, constitute the entire agreement between Grantee and Grantor regarding the Property Interests, and supersede all prior discussions, negotiations, and agreements between Grantee and Grantor, whether oral or written. Neither Grantee nor Grantor shall be bound by any understanding, agreement, promise, representation, or stipulation concerning the Property Interests, express or implied, not specified herein.

16. Time of the Essence.

- 16.1. Time is of the essence with respect to all of the terms, conditions and obligations set forth herein.

17. Notices.

- 17.1. Any notice pursuant to this Agreement shall be given in writing by: (i) Email with recipient's confirmation of receipt; (ii) personal delivery; (iii) reputable overnight delivery service with proof of delivery; or (iv) United States Mail, postage prepaid,

registered or certified mail, return receipt requested, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith. Any notice so given shall be deemed to have been given on the day the addressee receives it or refuses to receive it, so long as (a) that day is a Business Day, and (b) the notice is received prior to 5:00 p.m. local time of the recipient. Notice received on a day not a Business Day, or on a Business Day after 5:00 p.m. local time of the recipient, shall be deemed to have been given the next Business Day. "Business Day" means any day other than (a) a Saturday or Sunday, (b) a holiday observed by Grantee and as specified in its adopted Holiday Policy, as amended from time to time, or (c) a holiday observed by Grantor. Any performance required under this Agreement on a day that is not a Business Day shall be postponed until the next Business Day. Unless changed in accordance with this section, the addresses for notices given pursuant to this Agreement shall be as follows.

To Grantor:                      City of Los Angeles  
   1149 S. Broadway, Suite 610  
   Los Angeles, CA 90015  
   Attn: Uriel Jimenez, Chief Real Estate Officer II  
   Telephone: (213) 485-5787  
   e-mail: Uriel.Jimenez@lacity.org

To Grantee:                      Craig Justesen  
   Director Real Property Management & Development - Real Estate  
   LACMTA  
   1 Gateway Plaza, MS 99-22-8  
   Los Angeles, CA 90012  
   Telephone: 213 922-7051  
   Justesenc@metro.net

18. FIRPTA.

- 18.1. The Foreign Investment in Real Property Tax Act (FIRPTA), IRC 1445, requires that every purchaser of U.S. real property must, unless an exemption applies, deduct and withhold from escrow proceeds fifteen percent (15%) of the gross sales price due the Grantor. The primary exemptions which might be applicable are: (a) Grantor provides Grantee with an affidavit under penalty of perjury that Grantor is not a "foreign person" as defined in FIRPTA, or (b) Grantor provides Grantee with a "qualifying statement," as defined in FIRPTA, issued by the Internal Revenue Service. Grantor and Grantee agree to execute and deliver as appropriate, any instrument, affidavit, statement, or the Certificate attached as **Attachment 7** hereto and to perform any acts reasonably necessary to carry out the provisions of FIRPTA and regulations promulgated thereunder.

19. Brokers.

- 19.1. Grantor and Grantee each warrant that they have had no dealings with any person, firm, broker or finder in connection with the negotiation of this Agreement and/or the consummation of the transactions contemplated herein and no broker or other person, firm or entity are entitled to any commission or finder's fee in connection with these transactions as the result of any dealings or acts of such Party. Grantee and Grantor do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, finder or other similar party by reason of any dealings or act of the indemnifying party.

20. Governing Law.

- 20.1. This Agreement is performable in the State of California and shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the state of California. Grantor and Grantee hereby irrevocably submit to the jurisdiction of any state or federal court sitting in the state of California in any action or proceeding arising out of or relating to this Agreement and hereby irrevocably agree that all claims in respect of such action or proceeding shall be heard and determined in a state or federal court sitting in Los Angeles County. Grantee and Grantor agree that the provisions of this section shall survive the closing of the transaction contemplated by this Agreement.

21. Required Actions.

- 21.1 Each Party agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to the Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement (but without expanding the obligations or liability of either party hereunder in any material manner). The provisions of this Section shall survive Closing.

22. Covenants and Binding Effect.

- 22.1. Grantor covenants and agrees as follows: (a) after the Effective Date through the Closing Date, Grantor shall comply with all laws, rules, regulations and ordinances relating in any way to the Property; and (b) Grantor shall not subject the Property to any liens, encumbrances, covenants, conditions, restrictions, easements, rights of way or similar matters that may interfere with Grantee's use of the Property Interests without obtaining Grantee's prior written consent thereto, which consent Grantee agrees shall not be unreasonably withheld, conditioned or delayed. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the successors and assigns of the parties hereto.

23. Miscellaneous.



- 23.1 If any term, covenant or condition of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall not be affected and each remaining term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law unless any of the stated purposes of this Agreement would be defeated.
- 23.2 No waiver of any breach of any term, covenant or condition of this Agreement shall be deemed a waiver of any preceding or succeeding breach of that same or any other term, covenant or condition.
- 23.3 This Agreement shall be binding on and inure to the benefit of the successors and assigns of the Parties.
- 23.4 Headings at the beginning of each Section are solely for the convenience of the Parties and are not a part of this Agreement. Whenever the context requires, the singular shall include the plural and the masculine shall include the feminine, and vice versa.
- 23.5 The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Grantor and Grantee only and are not for the benefit of any third party (including, without limitation, Title Company), and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at the Closing. The provisions of this Section shall survive the closing of the transaction contemplated by this Agreement.
- 23.6 Any amendments to this Agreement are effective only if made in writing and executed by Grantee and Grantor.

#### 24. Attorneys' Fees.

- 24.1 If any party brings an action or proceeding involving the Property whether founded in tort, contract or equity, or to declare rights hereunder the Prevailing Party, as defined herein, in any such proceeding, action, or appeal thereon, shall not be entitled to attorneys' fees and expenses. "Prevailing Party" shall include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense.

#### 25. Signatures, Counterparts.

- 25.1 This Agreement may be executed in multiple counterparts, all of which counterparts together shall constitute a single instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

26. Capacity of City as Grantor.

- 26.1. Notwithstanding anything to the contrary in this Agreement, the capacity of Grantor in this Agreement shall be as a seller of property interests only, and any obligations or restrictions imposed by this Agreement on Grantor shall be limited to that capacity and shall not relate to or otherwise affect any activity of the City of Los Angeles in its governmental capacity, including enacting laws, inspecting structures, processing and considering entitlement applications, reviewing and issuing permits, and all other legislative, quasi-legislative, administrative, or enforcement functions of the City of Los Angeles pursuant to federal, state, or local law. The provisions of this Section shall survive the Closing.

[Signatures on Following Page]

IN WITNESS WHEREOF, this Purchase and Sale Agreement for Acquisition of Real Property Interests and Joint Escrow Instructions has been duly executed as of the Effective Date.

**GRANTOR:**

**CITY OF LOS ANGELES**, a municipal corporation,  
acting by and through its Department of Public Works

By signing below, the signatory attests that they have  
no personal, financial, beneficial, or familial interest  
in this contract

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

Holly L. Wolcott, City Clerk

\_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

Hydee Feldstein Soto, City Attorney

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Deputy City Attorney

Date: \_\_\_\_\_

**GRANTEE:**

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Craig Justesen, Executive Officer - Real Estate

Date: \_\_\_\_\_

APPROVED AS TO FORM  
DAWYN R. HARRISON  
County Counsel

By: \_\_\_\_\_

**Escrow Holder Acknowledgment**

The undersigned, as the designated Escrow Holder under this Agreement, consents and agrees to the responsibilities of Escrow Holder set forth in this Agreement.

Escrow Holder:

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **Attachment 1**

### **Legal Description and Map for the Whole Property**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF CHELSEA STREET 70.0 FEET IN WITH AND THAT PORTION OF TREMONT STREET 60.0 FEET IN WIDTH AS SHOWN ON MAP OF DE SOTO HEIGHTS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 31, PAGES 71 AND 72 OF MISCELLANEOUS RECORDS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BOUNDED NORTHERLY BY THE EASTERLY PROLONGATION OF THAT PORTION OF THE SOUTHERLY LINE OF LOT 1 IN BLOCK 10 OF DE SOTO HEIGHTS, AS SHOWN ON SAID MAP RECORDED IN [BOOK 31, PAGES 71 AND 72 OF MISCELLANEOUS RECORDS](#), BOUNDED SOUTHERLY BY THE SOUTHERLY LINE OF CHELSEA STREET AND ITS EASTERLY PROLONGATION, BOUNDED ON THE WEST BY THE SOUTHEASTERLY CORNER OF LOT 1 IN BLOCK 10 OF DE SOTO HEIGHTS, AS SHOWN ON SAID MAP RECORDED IN [BOOK 31, PAGES 71 AND 72 OF MISCELLANEOUS RECORDS](#), AND BOUNDED ON THE EAST BY THE EASTERLY LINE OF TREMONT STREET, AS SHOWN ON MAP OF TRACT NO. 10625, RECORDED IN BOOK 183 PAGES 45 TO 47 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

[APN: 5202-008 \(PORTION OF CHELSEA STREET AND TREMONT STREET\)](#)

SCALE 1" = 80'

08800258  
121081  
08823211  
08800242  
12621151  
9219081  
01202121  
131111  
12111582  
0502021  
180251  
1902069  
3216089  
252989  
3601009  
68012119  
00119  
11826019  
1-51-1  
1-51-6  
1918-1919

— MURCHISON

CHARLOTTE ST.

15.

TREMONT  
ST.

FRWY.

FM. 11525-3

C.F. 1812

2/8/82  
C.F. BERNARDINO

CODE 4

DE SOTO HEIGHTS  
M.R. 31-71-72

HANCOCK SURVEY  
M.R. 32-9-10

FOR PREV. ASSMT. SEE: 8-1 & 6

ASSESSOR'S MAP  
COUNTY OF LOS ANGELES, CALIF.

This map/set is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

## Non-Order Search

Page 1 of 1

Requested By: romedrano, Printed: 2/17/2022 1:13 PM

## **Attachment 2**

### **Permanent Easement**

#### **Legal Description and Plat Map**



September 10, 2021

**PERMANENT EASEMENT  
LEGAL DESCRIPTION**

All that real property situated in the City of Los Angeles, County of Los Angeles, State of California being a portion of Chelsea Street right-of-way between Blocks 8 and 12 of DeSoto Heights, recorded in Book 31, at Pages 71 and 72 of Miscellaneous Records (31 MR 71), in the Office of the County Recorder of Los Angeles County, said Chelsea Street also shown on that State of California Department of Transportation Right-of-Way Map No. F-1850-7, Sheet 8 of 10, being described as follows:

**PARCEL 9**

A strip of land 3.00 feet wide being more particularly described as follows:

**Commencing** at the street monument located at the angle point of the monument line in Chelsea Street (60.00 and 70.00 feet wide) as said street is shown on (31 MR 71), and being identified in Los Angeles County Field Book 132-225, at Page 104, having the coordinates by this survey of Northing 1842859.90, Easting 6501147.47, said monument also lying South 59°17'50" East, 254.52 feet from the street monument located at the intersection of Ricardo Street and Chelsea Street and identified in Los Angeles County Field Book 132-225, at Page 103, having the coordinates by this survey of Northing 1842989.85, Easting 6500928.62, said monument also lying South 84°05'46" West, 409.70 feet from the street monument located at the intersection of Tremont Street and Chelsea Street, and identified in Los Angeles County Field Book 132-225, at Page 105, having the coordinates by this survey of Northing 1842902.04, Easting 6501554.99;

**Thence** leaving said monument at the angle point in Chelsea Street, South 31°17'54" West, 49.84 feet to the southeast corner of said Lot 1, in Block 10 as shown on (31 MR 71), said corner also being the **True Point of Beginning**;

**Thence** northeasterly along the southeasterly line of said Lot 1, North 05°53'46" West, 3.00 feet;

**Thence** leaving said southeasterly line of said Lot 1, North 84°06'14" East, 370.00 feet;

**Thence**, at right angles, South 05°53'46" East, 3.00 feet to a point on the southerly line of Chelsea Street;

**Thence** southwesterly along the southerly line of Chelsea Street, South 84°06'14" West, 370.00 feet to the **True Point of Beginning**.

September 10, 2021

Containing 1110 square feet, measured in ground distances and shown on the plat attached hereto and made a part hereof.

Parcel Reference # MA: EST-005

**END OF DESCRIPTION**

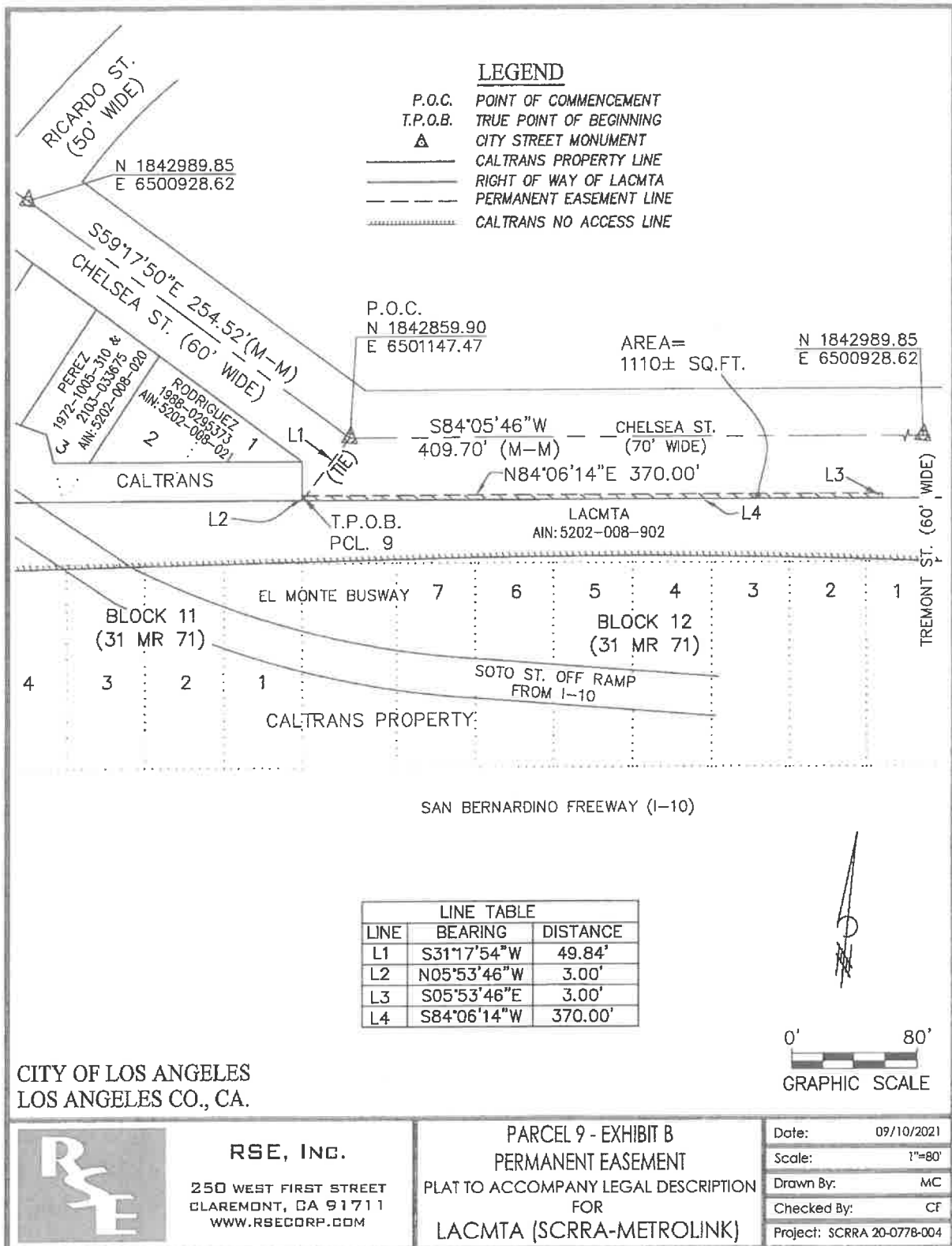
Prepared by:



Michael A. Cusick, PLS 7885  
Expires: March 31, 2023



Oct. 1, 2021  
Date



## **Attachment 3**

### **Temporary Construction Easement**

#### **Legal Description and Plat Map**

September 10, 2021

**TEMPORARY CONSTRUCTION EASEMENT  
LEGAL DESCRIPTION**

All that real property situated in the City of Los Angeles, County of Los Angeles, State of California being a portion of Chelsea Street right-of-way between Blocks 8 and 12 of DeSoto Heights, recorded in Book 31, at Pages 71 and 72 of Miscellaneous Records (31 MR 71), in the Office of the County Recorder of Los Angeles County, said Chelsea Street also shown on that State of California Department of Transportation Right-of-Way Map No. F-1850-7, Sheet 8 of 10, being described as follows:

**PARCEL 8**

A strip of land 7.00 feet wide being more particularly described as follows:

**Commencing** at the street monument located at the angle point of the monument line in Chelsea Street (60.00 and 70.00 feet wide) as said street is shown on (31 MR 71), and being identified in Los Angeles County Field Book 132-225, at Page 104, having the coordinates by this survey of Northing 1842859.90, Easting 6501147.47, said monument also lying South 59°17'50" East, 254.52 feet from the street monument located at the intersection of Ricardo Street and Chelsea Street and identified in Los Angeles County Field Book 132-225, at Page 103, having the coordinates by this survey of Northing 1842989.85, Easting 6500928.62, said monument also lying South 84°05'46" West, 409.70 feet from the street monument located at the intersection of Tremont Street and Chelsea Street, and identified in Los Angeles County Field Book 132-225, at Page 105, having the coordinates by this survey of Northing 1842902.04, Easting 6501554.99;

**Thence** leaving said monument at the angle point in Chelsea Street, South 31°17'54" West, 49.84 feet to the southeast corner of said Lot 1, in Block 10 as shown on (31 MR 71);

**Thence** northeasterly along the southeasterly line of said Lot 1, North 05°53'46" West, 3.00 feet to the **True Point of Beginning**;

**Thence** continuing northeasterly along said southeasterly line of said Lot 1, North 05°53'46" West, 7.00 feet;

**Thence** leaving said southeasterly line of said Lot 1, North 84°06'14" East, 370.00 feet;

**Thence**, at right angles, South 05°53'46" East, 7.00 feet to a point being 3.00 feet northerly of the southerly line of Chelsea Street;

**Thence** southwesterly along a line parallel to the southerly line of Chelsea Street, South 84°06'14" West, 370.00 feet to the **True Point of Beginning**.

September 10, 2021

Containing 2590 square feet, measured in ground distances and shown on the plat attached hereto and made a part hereof.

Parcel Reference # MA: TCE-007

**END OF DESCRIPTION**

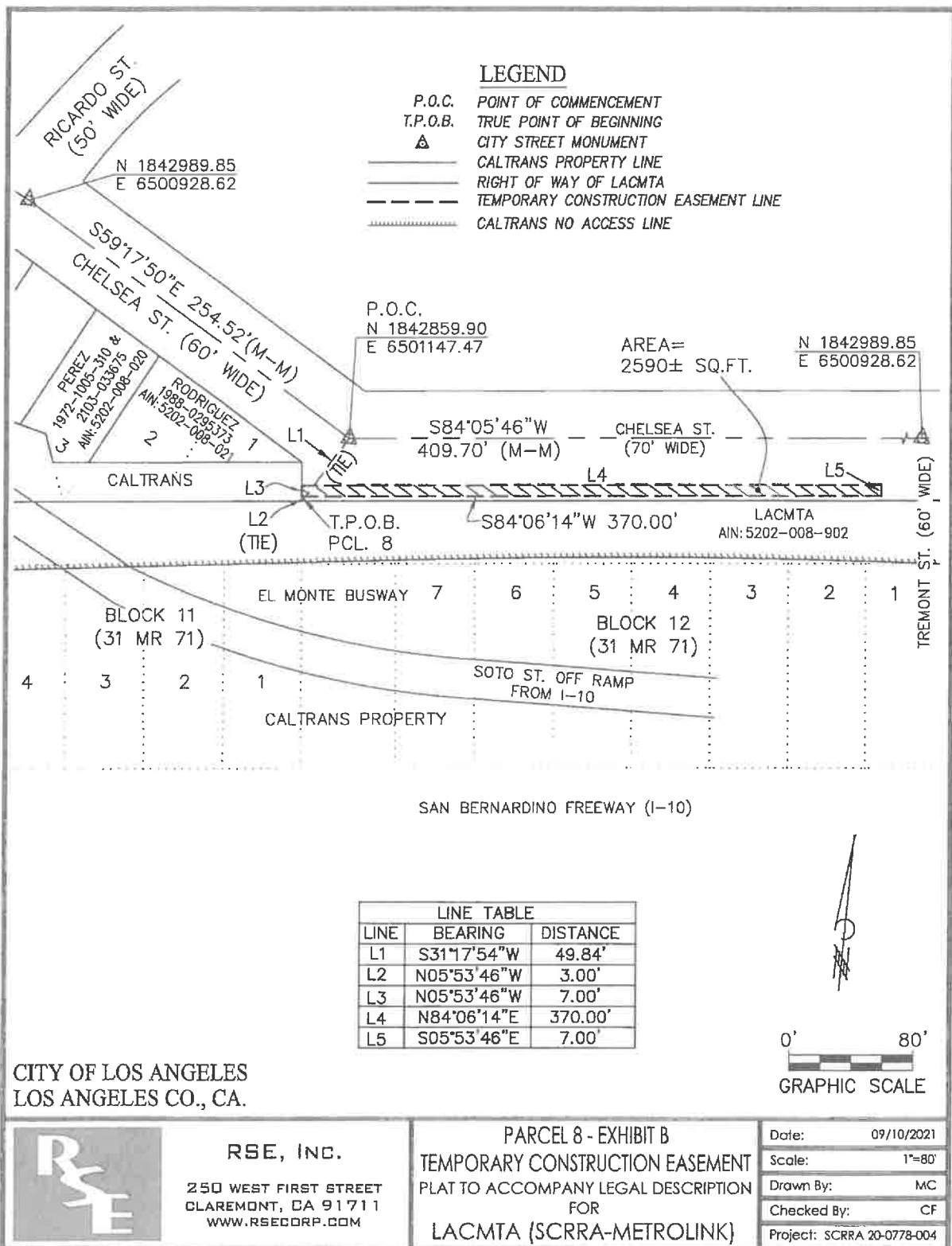
Prepared by:



Michael A. Cusick, PLS 7885  
Expires: March 31, 2023



Oct. 1, 2021  
Date



## **Attachment 4**

### **Permanent Easement Deed**



PARCEL No.: MA-EST-005

A.P.N.: N/A

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

LOS ANGELES COUNTY METROPOLITAN  
TRANSPORTATION AUTHORITY  
C/O LACMTA Real Estate Department  
One Gateway Plaza, Mail Stop 99-22-8  
Los Angeles, CA 90012-2932

---

Space Above This Line for Recorder's Use

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. RECORDATION OF THIS DOCUMENT IS EXEMPT FROM ALL RECORDING FEES PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 6103, 27383 AND EXEMPT FROM THE FEE IMPOSED BY AUTHORITY OF SENATE BILL 2, CHAPTER 2.5 OF THE STATUTES OF 2017 KNOWN AS THE AFFORDABLE HOUSING AND JOBS ACT FEE.

Public Agency - No Tax Statement

**PERMANENT EASEMENT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **CITY OF LOS ANGELES**, a municipal corporation ("**Grantor**"), acting by and through its Department of Public Works, hereby grants to the **LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**, a public agency, existing under the authority of the laws of the State of California ("**Grantee**"), for use by Grantee and Southern California Regional Rail Authority and each of their employees, agents, representatives, contractors, subcontractors, consultants, successors and assigns, a perpetual, exclusive easement ("**Permanent Easement**" or "**PE**") for the construction and maintenance of certain Improvements (as defined in Exhibit "C"), in, on, upon, over, and across that certain real property in the City of Los Angeles, County of Los Angeles, State of California, described and depicted as follows:

**SEE EXHIBITS "A" Legal Description and "B" Plat Map**  
**ATTACHED HERETO AND MADE A PART HEREOF.**

Grantor and Grantee also hereby agree to abide by the Terms and Conditions of the Permanent Easement, which are attached hereto as **EXHIBIT "C"**.

**GRANTOR:**

**CITY OF LOS ANGELES**, a municipal corporation,  
acting by and through its Department of Public Works

By signing below, the signatory attests that they have  
no personal, financial, beneficial, or familial interest  
in this contract

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTEST:**

Holly L. Wolcott, City Clerk

\_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

Hydee Feldstein Soto, City Attorney

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Deputy City Attorney  
Date: \_\_\_\_\_

**GRANTEE:**

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Craig Justesen,  
Executive Officer- Real Estate

Acknowledgment by SCRRA

By: \_\_\_\_\_

Date: \_\_\_\_\_

Justin Fornelli

Chief, Program Delivery

*[end of signatures]*

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

## CERTIFICATE OF ACCEPTANCE

Project Parcel:  
APN: MA-EST-005

This is to certify that the interest in the real property conveyed by the foregoing Permanent Easement Agreement from the **CITY OF LOS ANGELES**, a municipal corporation, to the **LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY** ("LACMTA"), a public agency existing under the authority of the laws of the State of California, is hereby accepted by the undersigned on behalf of the LACMTA pursuant to authority conferred by resolution of the Board of Directors of the LACMTA, and the Grantee hereby consents to the recordation of this Agreement by its duly authorized officer.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

By:

\_\_\_\_\_  
Craig Justesen  
Executive Officer - Real Estate

Exhibit "A"

LEGAL DESCRIPTION

PERMANENT EASEMENT

Project Parcel Number: MA-EST-005  
APN: N/A

September 10, 2021

**PERMANENT EASEMENT  
LEGAL DESCRIPTION**

All that real property situated in the City of Los Angeles, County of Los Angeles, State of California being a portion of Chelsea Street right-of-way between Blocks 8 and 12 of DeSoto Heights, recorded in Book 31, at Pages 71 and 72 of Miscellaneous Records (31 MR 71), in the Office of the County Recorder of Los Angeles County, said Chelsea Street also shown on that State of California Department of Transportation Right-of-Way Map No. F-1850-7, Sheet 8 of 10, being described as follows:

**PARCEL 9**

A strip of land 3.00 feet wide being more particularly described as follows:

**Commencing** at the street monument located at the angle point of the monument line in Chelsea Street (60.00 and 70.00 feet wide) as said street is shown on (31 MR 71), and being identified in Los Angeles County Field Book 132-225, at Page 104, having the coordinates by this survey of Northing 1842859.90, Easting 6501147.47, said monument also lying South 59°17'50" East, 254.52 feet from the street monument located at the intersection of Ricardo Street and Chelsea Street and identified in Los Angeles County Field Book 132-225, at Page 103, having the coordinates by this survey of Northing 1842989.85, Easting 6500928.62, said monument also lying South 84°05'46" West, 409.70 feet from the street monument located at the intersection of Tremont Street and Chelsea Street, and identified in Los Angeles County Field Book 132-225, at Page 105, having the coordinates by this survey of Northing 1842902.04, Easting 6501554.99;

**Thence** leaving said monument at the angle point in Chelsea Street, South 31°17'54" West, 49.84 feet to the southeast corner of said Lot 1, in Block 10 as shown on (31 MR 71), said corner also being the **True Point of Beginning**;

**Thence** northeasterly along the southeasterly line of said Lot 1, North 05°53'46" West, 3.00 feet;

**Thence** leaving said southeasterly line of said Lot 1, North 84°06'14" East, 370.00 feet;

**Thence**, at right angles, South 05°53'46" East, 3.00 feet to a point on the southerly line of Chelsea Street;

**Thence** southwesterly along the southerly line of Chelsea Street, South 84°06'14" West, 370.00 feet to the **True Point of Beginning**.

September 10, 2021

Containing 1110 square feet, measured in ground distances and shown on the plat attached hereto and made a part hereof.

Parcel Reference # MA: EST-005

**END OF DESCRIPTION**

Prepared by:



Michael A. Cusick, PLS 7885  
Expires: March 31, 2023



Oct. 1, 2021

Date



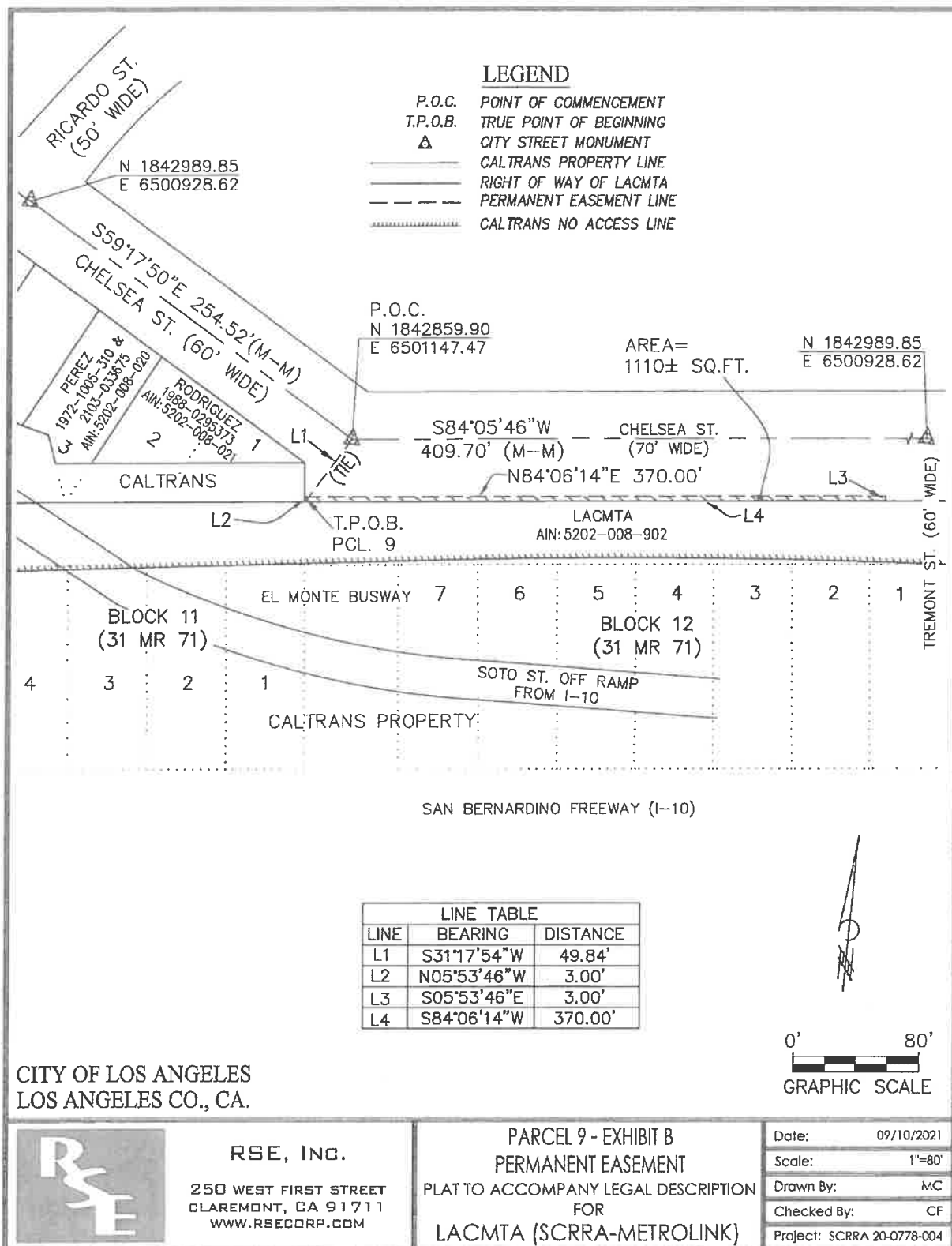
Exhibit "B"

PLAT MAP

PERMANENT EASEMENT

Project Parcel Number: MA-EST-005

APN: N/A



## EXHIBIT "C"

### TERMS AND CONDITIONS FOR PERMANENT EASEMENT

- 1.1 Permanent Easement Permitted Use. The PE may only be used by Grantee (and Grantee's agents, employees, representatives, contractors, subcontractors, and consultants, including the Southern California Regional Rail Authority ("SCRRA") and its contractors, subcontractors, and consultants, altogether "Grantee Parties") at Grantee Parties' sole cost and expense, access and use, to construct, maintain, repair (including graffiti removal as described in Section 1.3 below), continuously own, operate, replace, relocate, remove and use certain improvements such as a barrier wall, and other related structures, as described below ("Improvements") to be constructed by SCRRA, including the following ("PE Permitted Use") and for no other purpose or use:
- a) Barrier wall, with those certain wall improvements as depicted in that certain Purchase and Sale Agreement for Acquisition of Real Property Interests and Joint Escrow Instructions dated \_\_\_\_\_. The barrier wall foundation will be comprised of a system of pile caps affixed to pipe piling. Steel posts will be placed at 14-ft. intervals atop the pile caps. Precast concrete panel segments will be placed between the posts. The length of the barrier wall will be approximately 361-ft, and the height will extend 14-ft. above the pile caps. Artwork shall be placed upon the northerly side of the panel segments facing towards the residential area.
  - b) Activities associated with construction of the barrier wall include: Protection of existing utilities (including, without limitation, any stormwater pipes); clearing and grubbing as required; earthwork including excavation, structural excavation and backfill and over-excavation; grading and drainage as required; soil erosion and sediment control as required.
- 1.2. Grantee Conduct and Requirements for Permanent Easement. Grantee and Grantee Parties shall have a continuous right of access to the PE for the PE Permitted Use without interference by Grantor or Grantor's officers, directors, elected or appointed officials and representatives, employees, and agents, and shall access and use the PE solely for the PE Permitted Use at Grantee Parties' sole cost and expense and strictly in accordance with the following conditions and requirements (and Grantee shall ensure such compliance by Grantee's Parties):
- a) The means and methods of construction shall follow industry best practices and shall include noise and vibration reduction measures such as temporary noise walls placed between physical construction activities and noise-sensitive receivers. Site stationary equipment shall be placed as far as reasonably practicable from noise-sensitive areas.

- b) Grantee Parties shall comply at all times with all applicable laws, rules, regulations and approvals, including, without limitation, all applicable occupational safety and health standards, rules, regulations and ordinances as established by federal, state and local authorities. Grantee or the Southern California Regional Rail Authority shall maintain and provide to Grantor, upon Grantor's request, copies of safety plans and environmental, health and safety training records, licenses, certifications, permits and other applicable documentation as required for regulatory compliance. Grantee Parties will properly dispose of all or any waste generated or disturbed and immediately notify Grantor of any damages (death, personal injury/illness, spill/release of hazardous materials and/or property damage) that may occur in connection with Grantee Parties' access and use of the PE.
- c) Grantee Parties shall not interfere with, or injure or otherwise cause bodily harm to, any of Grantor's agents, representatives, licensees, invitees, contractors or employees. Grantee Parties shall not damage any part of the PE or any applicable improvements or any personal property, including, without limitation, any underground improvements such as stormwater pipes.
- d) Grantee Parties shall not, and has no authority to, do anything that may result in a lien or encumbrance against the PE. Without limiting the foregoing, Grantee agrees to promptly pay when due all costs associated with its activities and not to cause, permit or suffer any lien or encumbrance to be asserted against the PE. Grantee shall be responsible for and act as the sole generator with respect to any wastes generated by its activities
- e) Grantee shall stop work and take appropriate protective measures in the event that Grantor reasonably determines that Grantee Parties' activities in any way endanger the health and safety of any person or property. Work shall not recommence unless and until appropriate protective measures are taken to eliminate such endangerment. Grantor's right to stop work herein shall not in any way affect or alter Grantee Parties' obligations hereunder that pertain to health, safety or the protection of the environment, and are in addition to the other rights and remedies set forth herein.

1.3 Maintenance and Repair. Grantee and Grantee Parties shall, at Grantee Parties' sole cost and expense, continuously own, maintain, operate and keep the Improvements in reasonable condition and repair. Without limiting the foregoing, SCRRRA shall remove as soon as possible (but no later than 15 days after receiving notice of the matter) all evidences of graffiti or defacement to the south facing side of the Improvements, and Grantor shall remove as soon as possible all evidences of graffiti or defacement to the north facing side of the Improvements.

1.4 Reservation of Rights. Except for the rights, privileges, benefits and easements granted herein, Grantor hereby reserves all of its right, title and interest in and to the PE and any applicable improvements and personal property, including, without limitation, the right to access above, around, and below the surface in order to maintain and operate, enlarge,

reduce and repair underground improvements such as stormwater pipes. Subject to the foregoing, Grantor agrees that it will not use any property now owned or controlled by Grantor upon, above, or immediately contiguous to the PE in a manner that would materially and adversely interfere with, damage, or endanger the Improvements or the excavation, construction, maintenance, replacement, enjoyment or use thereof.

## **Attachment 5**

### **Temporary Construction Easement Deed**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

LOS ANGELES COUNTY METROPOLITAN  
TRANSPORTATION AUTHORITY  
C/O LACMTA Real Estate Department  
One Gateway Plaza, Mail Stop 99-22-8  
Los Angeles, CA 90012-2932

---

Space Above This Line for Recorder's Use  
APN: N/A

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. RECORDATION OF THIS DOCUMENT IS EXEMPT FROM ALL RECORDING FEES PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 6103, 27383 AND EXEMPT FROM THE FEE IMPOSED BY AUTHORITY OF SENATE BILL 2, CHAPTER 2.5 OF THE STATUTES OF 2017 KNOWN AS THE AFFORDABLE HOUSING AND JOBS ACT FEE.

Public Agency - No Tax Statement

#### **TEMPORARY CONSTRUCTION EASEMENT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **CITY OF LOS ANGELES**, a municipal corporation ("**Grantor**"), acting by and through its Department of Public Works, hereby grants to the **LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**, a public agency ("**Grantee**") existing under the authority of the laws of the State of California, for use by Grantee and Southern California Regional Rail Authority and each of their employees, agents, representatives, contractors, subcontractors, consultants, successors and assigns, an exclusive temporary easement ("**Temporary Construction Easement**") for construction purposes in, on, upon, over, under and across that certain real property in the City of Los Angeles, County of Los Angeles, State of California ("**Temporary Construction Easement Area**"), described and depicted as follows:

**SEE EXHIBITS "A" Legal Description and "B" Plat Map**  
**ATTACHED HERETO AND MADE A PART HEREOF.**

The term of the Temporary Construction Easement described herein will commence on the date of recording ("**Effective Date**"), and expire thirty-six (36) months thereafter.

Grantor and Grantee also hereby agree to abide by the Terms and Conditions of the Temporary Construction Easement, which are attached hereto as **EXHIBIT "C"**.

**GRANTOR:**

**CITY OF LOS ANGELES**, a municipal corporation,  
acting by and through its Department of Public Works

By signing below, the signatory attests that they have  
no personal, financial, beneficial, or familial interest  
in this contract

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTEST:**

Holly L. Wolcott, City Clerk

\_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

Hydee Feldstein Soto, City Attorney

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Deputy City Attorney  
Date: \_\_\_\_\_

**GRANTEE:**

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Craig Justesen,  
Executive Officer- Real Estate



Acknowledgment by SCRRA

By: \_\_\_\_\_

Date: \_\_\_\_\_

Justin Fornelli

Chief, Program Delivery

*[end of signatures]*

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy or

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

## CERTIFICATE OF ACCEPTANCE

Project Parcel:  
APN: MA-TCE-007

This is to certify that the interest in the real property conveyed by the foregoing Temporary Construction Easement Agreement from the **CITY OF LOS ANGELES**, a municipal corporation, to the **LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY** ("LACMTA"), a public agency existing under the authority of the laws of the State of California, is hereby accepted by the undersigned on behalf of the LACMTA pursuant to authority conferred by resolution of the Board of Directors of the LACMTA, and the Grantee hereby consents to the recordation of this Agreement by its duly authorized officer.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
Craig Justesen  
Executive Officer - Real Estate

Exhibit "A"

LEGAL DESCRIPTION

TEMPORARY CONTRUCTION EASEMENT

Project Parcel Number: MA-TCE-007

APN: N/A

September 10, 2021

**TEMPORARY CONSTRUCTION EASEMENT  
LEGAL DESCRIPTION**

All that real property situated in the City of Los Angeles, County of Los Angeles, State of California being a portion of Chelsea Street right-of-way between Blocks 8 and 12 of DeSoto Heights, recorded in Book 31, at Pages 71 and 72 of Miscellaneous Records (31 MR 71), in the Office of the County Recorder of Los Angeles County, said Chelsea Street also shown on that State of California Department of Transportation Right-of-Way Map No. F-1850-7, Sheet 8 of 10, being described as follows:

**PARCEL 8**

A strip of land 7.00 feet wide being more particularly described as follows:

**Commencing** at the street monument located at the angle point of the monument line in Chelsea Street (60.00 and 70.00 feet wide) as said street is shown on (31 MR 71), and being identified in Los Angeles County Field Book 132-225, at Page 104, having the coordinates by this survey of Northing 1842859.90, Easting 6501147.47, said monument also lying South 59°17'50" East, 254.52 feet from the street monument located at the intersection of Ricardo Street and Chelsea Street and identified in Los Angeles County Field Book 132-225, at Page 103, having the coordinates by this survey of Northing 1842989.85, Easting 6500928.62, said monument also lying South 84°05'46" West, 409.70 feet from the street monument located at the intersection of Tremont Street and Chelsea Street, and identified in Los Angeles County Field Book 132-225, at Page 105, having the coordinates by this survey of Northing 1842902.04, Easting 6501554.99;

**Thence** leaving said monument at the angle point in Chelsea Street, South 31°17'54" West, 49.84 feet to the southeast corner of said Lot 1, in Block 10 as shown on (31 MR 71);

**Thence** northeasterly along the southeasterly line of said Lot 1, North 05°53'46" West, 3.00 feet to the **True Point of Beginning**;

**Thence** continuing northeasterly along said southeasterly line of said Lot 1, North 05°53'46" West, 7.00 feet;

**Thence** leaving said southeasterly line of said Lot 1, North 84°06'14" East, 370.00 feet;

**Thence**, at right angles, South 05°53'46" East, 7.00 feet to a point being 3.00 feet northerly of the southerly line of Chelsea Street;

**Thence** southwesterly along a line parallel to the southerly line of Chelsea Street, South 84°06'14" West, 370.00 feet to the **True Point of Beginning**.

September 10, 2021

Containing 2590 square feet, measured in ground distances and shown on the plat attached hereto and made a part hereof.

Parcel Reference # MA: TCE-007

**END OF DESCRIPTION**

Prepared by:



Michael A. Cusick, PLS 7885  
Expires: March 31, 2023



Oct. 1, 2024  
Date

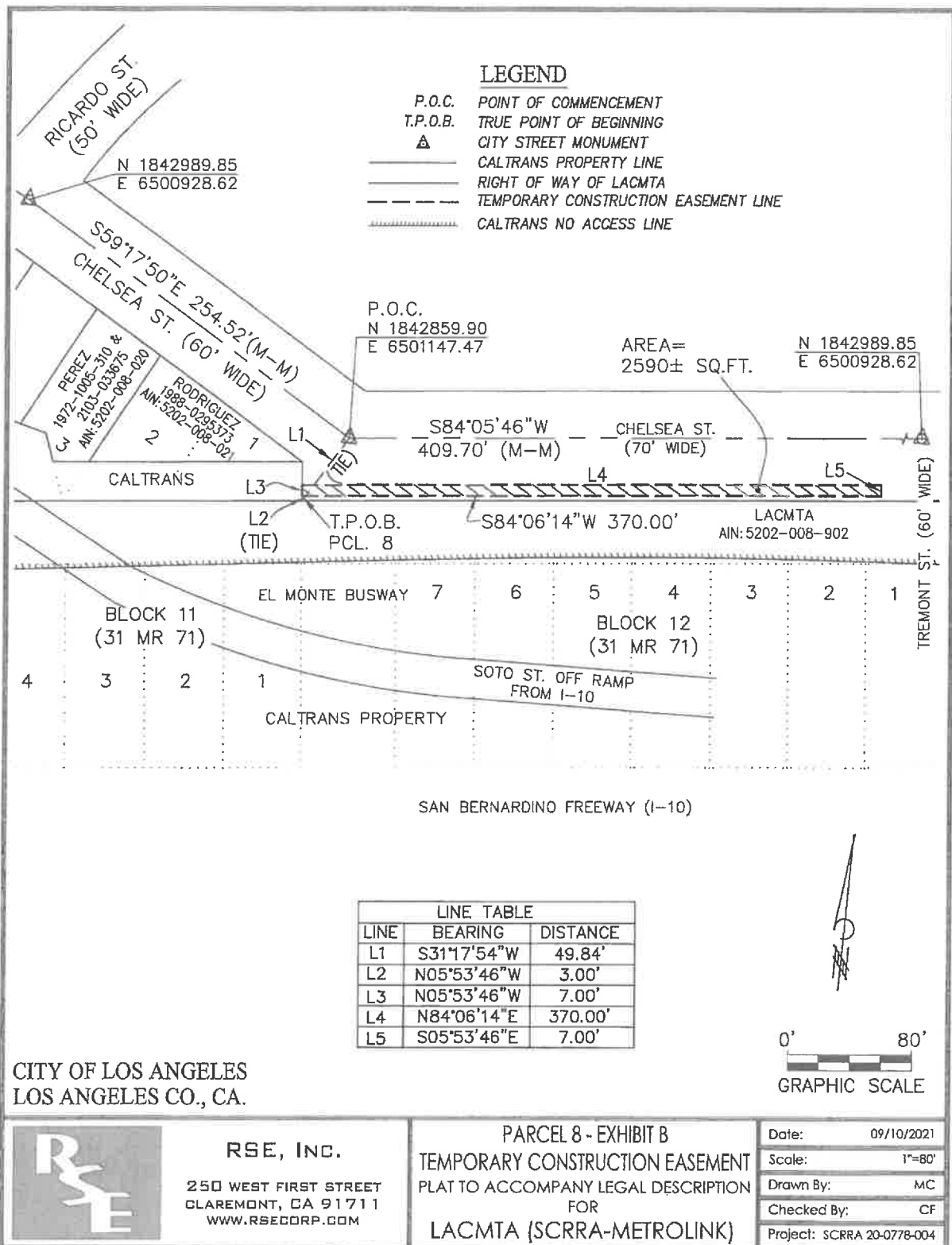
Exhibit "B"

PLAT MAP

TEMPORARY CONTRUCTION EASEMENT

Project Parcel Number: MA-TCE-007

APN: N/A





## EXHIBIT "C"

### TERMS AND CONDITIONS FOR TEMPORARY CONSTRUCTION EASEMENT

- 1.1 Temporary Construction Easement Term. The term of the Temporary Construction Easement ("TCE Term") will commence on the Effective Date, and expire thirty-six (36) months thereafter. The days and hours during which Grantee is allowed to access the Temporary Construction Easement during the TCE Term are as follows:

Days: Monday through Fridays

Hours: 9 a.m. through 4 p.m.

Without limiting the foregoing, Grantee shall further adhere to the Los Angeles County Code of Ordinances regarding the restricted hours of physical construction activities and any applicable permit restrictions.

- 1.2 Temporary Construction Easement Purpose. The Temporary Construction Easement may only be used by Grantee (and Grantee's agents, employees, representatives, contractors, subcontractors, and consultants, including the Southern California Regional Rail Authority ("SCRRA") and its contractors, subcontractors, and consultants, altogether "Grantee Parties") to, at Grantee Parties' sole cost and expense, access and use the Temporary Construction Easement Area solely for construction purposes directly related to the Marengo Siding Extension Improvements Project (the "Project") being developed by SCRRA, including the construction of the sheet piling, pile caps and barrier wall within that certain permanent easement area described and depicted in that certain Permanent Easement Deed entered into by and between Grantor and Grantee to be recorded at Closing in connection with the Project ("Permitted Use"), and for no other purpose or use.
- 1.3 Limited Exclusive Use. During the performance of physical construction activities within the Temporary Construction Easement Area, the Temporary Construction Easement will be exclusive to Grantee and Grantee Parties.
- 1.4 Grantee Conduct and Requirements for Temporary Construction Easement. Without limiting any other provision of this Agreement, Grantee Parties shall access and use the Temporary Construction Easement Area solely for the Permitted Use at Grantee Parties' sole cost and expense and strictly in accordance with the following conditions and requirements (and Grantee shall ensure such compliance by Grantee Parties):
- a) The means and methods of construction shall follow industry best practices and shall include noise and vibration reduction measures such as temporary noise walls placed between physical construction activities and noise-sensitive receivers. Site stationary equipment shall be placed as far as reasonably practicable from noise-sensitive areas.
  - b) Grantee Parties shall comply at all times with all applicable laws, rules, regulations and approvals, including, without limitation, all applicable occupational safety and health standards, rules, regulations and ordinances as established by federal, state and local authorities. Grantee or SCRRA shall maintain and provide to Grantor, upon Grantor's request, copies of safety plans and environmental, health and safety training records, licenses, certifications, permits and other applicable documentation as required for regulatory compliance. Grantee Parties will properly dispose of all or

any waste generated or disturbed and immediately notify Grantor of any damages (death, personal injury/illness, spill/release of hazardous materials and/or property damage) that may occur in connection with Grantee Parties' access and use of the Temporary Construction Easement Area.

- c) Grantee Parties shall not interfere with, or injure or otherwise cause bodily harm to, any of Grantor's agents, representatives, licensees, invitees, contractors or employees. Grantee Parties shall not damage any part of the Temporary Construction Easement Area or any applicable improvements or any personal property, including, without limitation, any underground improvements such as stormwater pipes.
- d) Grantee Parties shall not, and has no authority to, do anything that may result in a lien or encumbrance against the Temporary Construction Easement Area. Without limiting the foregoing, Grantee agrees to cause Grantee Parties to promptly pay when due all costs associated with its activities and not to cause, permit or suffer any lien or encumbrance to be asserted against the Temporary Construction Easement Area. Grantee Parties shall be responsible for and act as the sole generator with respect to any wastes generated by its activities. The foregoing obligations shall survive the termination or expiration of the Temporary Construction Easement.
- e) Grantee Parties shall stop work and take appropriate protective measures in the event that Grantor reasonably determines that Grantee Parties' activities in any way endanger the health and safety of any person or property. Work shall not recommence unless and until appropriate protective measures are taken to eliminate such endangerment. Grantor's right to stop work herein shall not in any way affect or alter Grantee Parties' obligations hereunder that pertain to health, safety or the protection of the environment, and are in addition to the other rights and remedies set forth herein.

- 1.5 Restoration and Final Inspection. Following all physical construction activities and no later than the expiration or earlier termination of the Temporary Construction Easement, Grantee Parties shall cause to have removed all equipment and materials from the Temporary Construction Easement and have the Temporary Construction Easement restored to its condition existing prior to Grantee accessing the Temporary Construction Easement pursuant to this Agreement, including, without limitation, filling and compacting any holes. In addition, Grantee Parties shall resolve all complaints or corrections to Grantor's satisfaction.

## **Attachment 6**

### **Form 146IR and Insurance Requirements**

## INSURANCE CONTRACTUAL REQUIREMENTS

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978- RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

## CONTRACTUAL REQUIREMENTS

### CONTRACTOR AGREES THAT:

1. **Additional Insured/Loss Payee.** *The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.*
2. **Notice of Cancellation.** *All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.*
3. **Primary Coverage.** *CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.*
4. **Modification of Coverage.** *The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.*
5. **Failure to Procure Insurance.** *All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.*  
  
*CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.*
6. **Workers' Compensation.** *By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 et seq., of the California Labor Code which require every employer to be*

*insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.*

**7. California Licensee.** *All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.*

**8. Aggregate Limits/Impairment.** *If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.*

**9. Commencement of Work.** *For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.*

## **STANDARD PROVISIONS**

**FOR CITY CONTRACTS (Rev. 9/22) [v.1]**

**CITY OF LOS ANGELES**  
**INSTRUCTIONS AND INFORMATION**  
**ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker)

**1. Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

**2. When to Submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

**3. Acceptable Evidence and Approval** Electronic submission is the required method of submitting your documents. **KwikComply** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

**Contractor must provide City** a thirty (30) day notice of cancellation (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.org/>.

**4. Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **KwikComply** at <https://kwikcomply.org/>.

**5. Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the

Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

## Required Insurance and Minimum Limits

Name: Los Angeles County Metropolitan Transportation Authority (LACMTA)Date: 12/13/2024

Agreement/Reference: Temporary Easement Agreement For the Marengo Siding Extension Project (Chelsea Street)  
 Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

☒ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

 WC Statutory  
 EL \$1,000,000
☒ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act
☒ **General Liability** Aggregate \$2 million- City of LA is required to be named as an additional insured \$1,000,000
☒ Products/Completed Operations☐ Sexual Misconduct \_\_\_\_\_☐ Fire Legal Liability \_\_\_\_\_☐ \_\_\_\_\_
☒ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) \$1,000,000
☐ **Professional Liability** (Errors and Omissions) \_\_\_\_\_

Discovery Period \_\_\_\_\_

☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) \_\_\_\_\_
☐ All Risk Coverage☐ Boiler and Machinery☐ Flood \_\_\_\_\_☐ Builder's Risk☐ Earthquake \_\_\_\_\_☐ \_\_\_\_\_
☐ **Pollution Liability** \_\_\_\_\_
☐ \_\_\_\_\_
☐ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds

100% of the contract price

☐ **Crime Insurance** \_\_\_\_\_
Other: Sent to Janelle Parra @ PW BOE
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



## **Attachment 7**

### **FIRPTA Affidavit**

CERTIFICATE OF TRANSFEROR  
OTHER THAN AN INDIVIDUAL  
(FIRPTA Affidavit)

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION COMPANY, the transferee of certain real property located in the City of Los Angeles, State of California, that withholding of tax is not required upon the disposition of any U.S. real property interest by **CITY OF LOS ANGELES**, a municipal corporation, acting by and through its Department of Public Works ("**Transferor**"), the undersigned hereby certify the following:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor's U.S. employer identification number is \_\_\_\_\_; and
3. Transferor's office address is \_\_\_\_\_.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief it is true, correct and complete.

Dated: \_\_\_\_\_

**GRANTOR:**

**CITY OF LOS ANGELES, a municipal corporation,  
acting by and through its Department of Public Works**

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

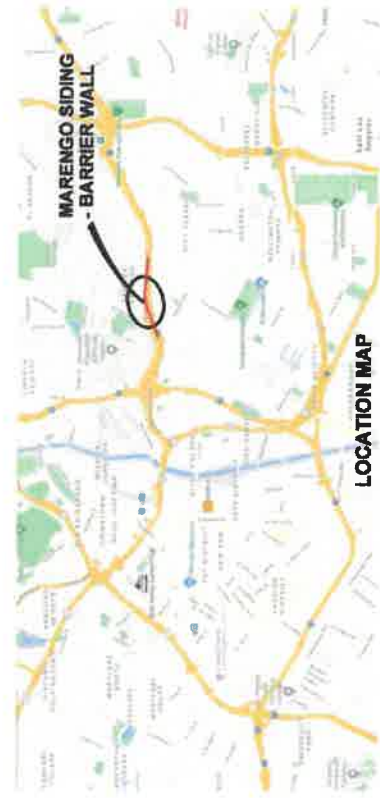
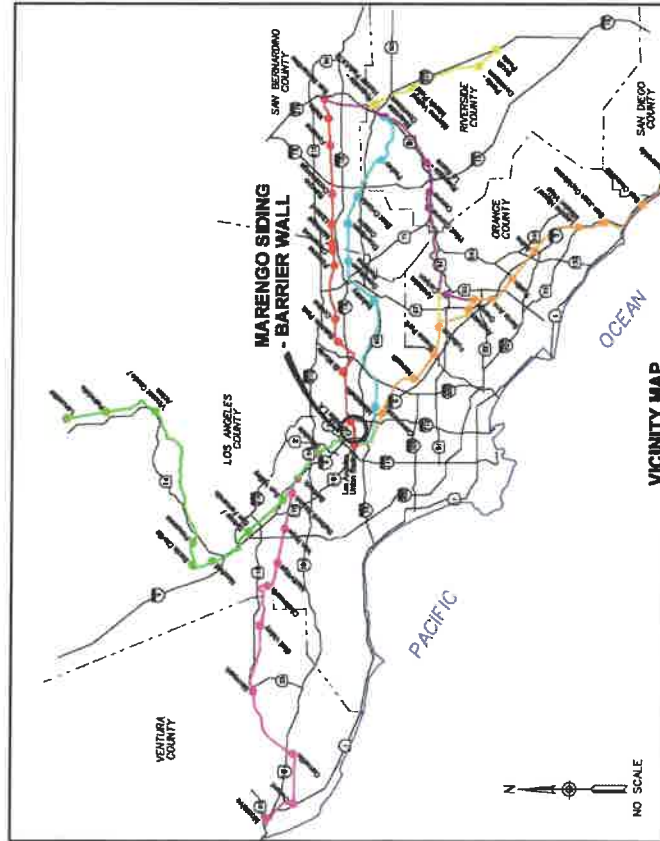
## **Attachment 8**

### **Barrier Wall Drawings**



**METROLINK**

**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY**  
**SCORE PROGRAM SAN GABRIEL SUBDIVISION:**  
**MARENGO SIDING - BARRIER WALL**  
**(MP 2.6 TO MP 2.8)**



**LOCATION MAP**

**OCTOBER 16, 2023**

**DRAFT ISSUE FOR BID**

NOT FOR CONSTRUCTION

**CONTRACT No.** \_\_\_\_\_



APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
ELIZABETH LIAN, P.E.,  
SCHRA ASSISTANT DIRECTOR DESIGN AND SCORE  
SUBMITTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
ANDREW W. SOCOL, P.E.,  
PROJECT MANAGER



**METROLINK**

**METROLINK COMMUTER RAIL SYSTEM  
SCORE PROGRAM SAN GABRIEL SUBDIVISION  
MARENGO SIDING - BARRIER WALL PROJECT  
INDEX OF DRAWINGS**

CONTRACT NO. E7458-20	DRAWING NO. <b>MS-205-C-02</b>	REVISION/ SHEET NO. <b>2 OF 22</b>	SCALE <b>NO SCALE</b>
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DESCRIPTION	EXISTING	PROPOSED	OTHER COMMON LIFESTYLES	PATTERNS
BUILDING			EXISTING FENCE	STONE/BRICK PAVING
NORTH ARROW			PROPOSED FENCE	BALLAST
COORDINATE			EXISTING SCRRRA INTERTRACK FENCE/WWW	SUBGRADE, EARTH
GRID TICK			PROPOSED SCRRRA INTERTRACK FENCE/WWW	SUBBALLAST
GROUND CONTROL POINT (AERIAL)			CENTERLINE	CORNGRETE
MANHOLE			RIGHT OF WAY, EASEMENT, PROPERTY LINE	TEMPORARY CONSTRUCTION EASEMENT
STORM DRAIN MANHOLE			CALTRANS RIGHT OF WAY / EASEMENT	PERMANENT EASEMENT
SANITARY SEWER MANHOLE			CENTERLINE	ABANDONED UTILITY PER GAS BUILT
SIGN			EXISTING GUARDRAIL	
RAILROAD SIGNAL			PROPOSED GUARDRAIL	
SIGNAL HOUSE			EXISTING RETAINING WALL	
RAILROAD MILEPOST			PROPOSED RETAINING WALL	
HORIZONTAL CONTROL POINT			LIMITS OF GRADING (EMBANKMENT)	
HORIZONTAL AND VERTICAL CONTROL POINT			LIMITS OF GRADING (CUT)	
VERTICAL CONTROL POINT			EARTHENED FLOW DIRECTION	
BENCHMARK			UNDERDRAIN FLOW DIRECTION	
POTHOLE				
UTILITY LOCATION				
FIBER OPTIC DUCT				
<b>UTILITIES</b>				
FIBER OPTIC CABLE				
SANITARY SEWER				
STORM DRAIN				
UNDER DRAIN				
<b>NOTE:</b>				
UTILITY MARKS SHALL BE PLOTTED IN COLORS FOR VERIFICATION REVIEW AND APPROVAL BY SCRRRA AND UTILITY COMPANIES. THE COLORS USED SHALL BE AS PER CALTRANS AND SHALL BE:				
RED - ELECTRICAL				
ORANGE - FIBER OPTIC				
GREEN - FUEL GAS				
BLUE - WATER				
WHITE - ONE/CABLE/COMMUNICATIONS/FIBER OPTIC				
<b>TRACK</b>				

CONTRACT NO. 7458-20  
 DRAWING NO. MS-206-C-04  
 REVISION SHEET NO. 3 OF 22  
 SCALE NO. SCALE

**METROLINK**  
 STV 100  
 DRAFT ISSUE FOR BID  
 NOT FOR CONSTRUCTION

DESIGNED BY: J. MOLINA  
 DRAWN BY: J. MOLINA  
 CHECKED BY: J. MOLINA  
 APPROVED BY: A. SZOZ  
 DATE: 10/18/2023

**NOT FOR CONSTRUCTION**

10/18/2023 2:44:44 PM  
 10/18/2023 10:27:17 AM 10/18/2023 10:27:17 AM  
 10/18/2023 10:27:17 AM 10/18/2023 10:27:17 AM

## AGENCIES, ORGANIZATIONS AND CODES


**METROLINK**

**METROLINK COMMUTER RAIL SYSTEM  
SCORE PROGRAM SAN GABRIEL SUBDIVISION  
MARENGO SIDING - BARRIER WALL PROJECT  
STANDARD ABBREVIATIONS**

CONTRACT NO. E7458-20	DRAWING NO. MS-208-G-08
REVISION	SHEET NO. 4 OF 22
SCALE NO SCALE	



1. THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL SAFETY CODES, REGULATIONS, AND SPECIFICATIONS FOR THIS CONTRACT.
2. ALL CONSTRUCTION ACTIVITIES SHALL BE SCHEDULED AND COORDINATED WITH THE ENGINEER AND THE VARIOUS COMPANIES, AGENCIES, AND OTHER CONTRACTORS WHO MAY BE AFFECTED BY THIS WORK.

- |  |     |      |    |  |      |    |      |
|--|-----|------|----|--|------|----|------|
| NOT FOR CONSTRUCTION   | REV | DATE | BY | APP.   | DATE | BY | APP. |
|  |     |      |    |  |      |    |      |
| DESIGNED BY <b>J. MOLINA</b><br>DRAWN BY <b>J. MOLINA</b><br>CHECKED BY <b>J. GONZALEZ</b><br>APPROVED BY <b>A. SOKOL</b>  |     |      |    | DRAFT<br>ISSUE<br>FOR BID  |      |    |      |
| SUBMITTER'S COMMENTS:<br>(If any, please include here.)<br>The project is a new 1.5-mile section of the Metrolink commuter rail system, including stationing, track, and signalization. The project is located in the City of Los Angeles, California. The project is a part of the Metrolink commuter rail system, which is a public transit system that provides service between Los Angeles and San Gabriel. The project is a part of the Metrolink commuter rail system, which is a public transit system that provides service between Los Angeles and San Gabriel. |     |      |    | NOT FOR CONSTRUCTION   |      |    |      |
| SUBMITTED: <b>10/17/2023</b>   |     |      |    | APPROVED:  |      |    |      |
|   |     |      |    | METROLINK.   |      |    |      |
| METROLINK COMMUTER RAIL SYSTEM<br>SCORE PROGRAM SAN GABRIEL SUBDIVISION<br>MARENGO SIDING - BARRIER WALL PROJECT   |     |      |    | GENERAL NOTES  |      |    |      |
| CONTRACT NO. <b>745B-20</b><br>DRAWING NO. <b>KS-208-G-09</b><br>REVISION: <b>SHEET NO.</b><br>SCALE <b>5' OF 22'</b><br>NO SCALE  |     |      |    | METROLINK COMMUTER RAIL SYSTEM<br>SCORE PROGRAM SAN GABRIEL SUBDIVISION<br>MARENGO SIDING - BARRIER WALL PROJECT |      |    |      |

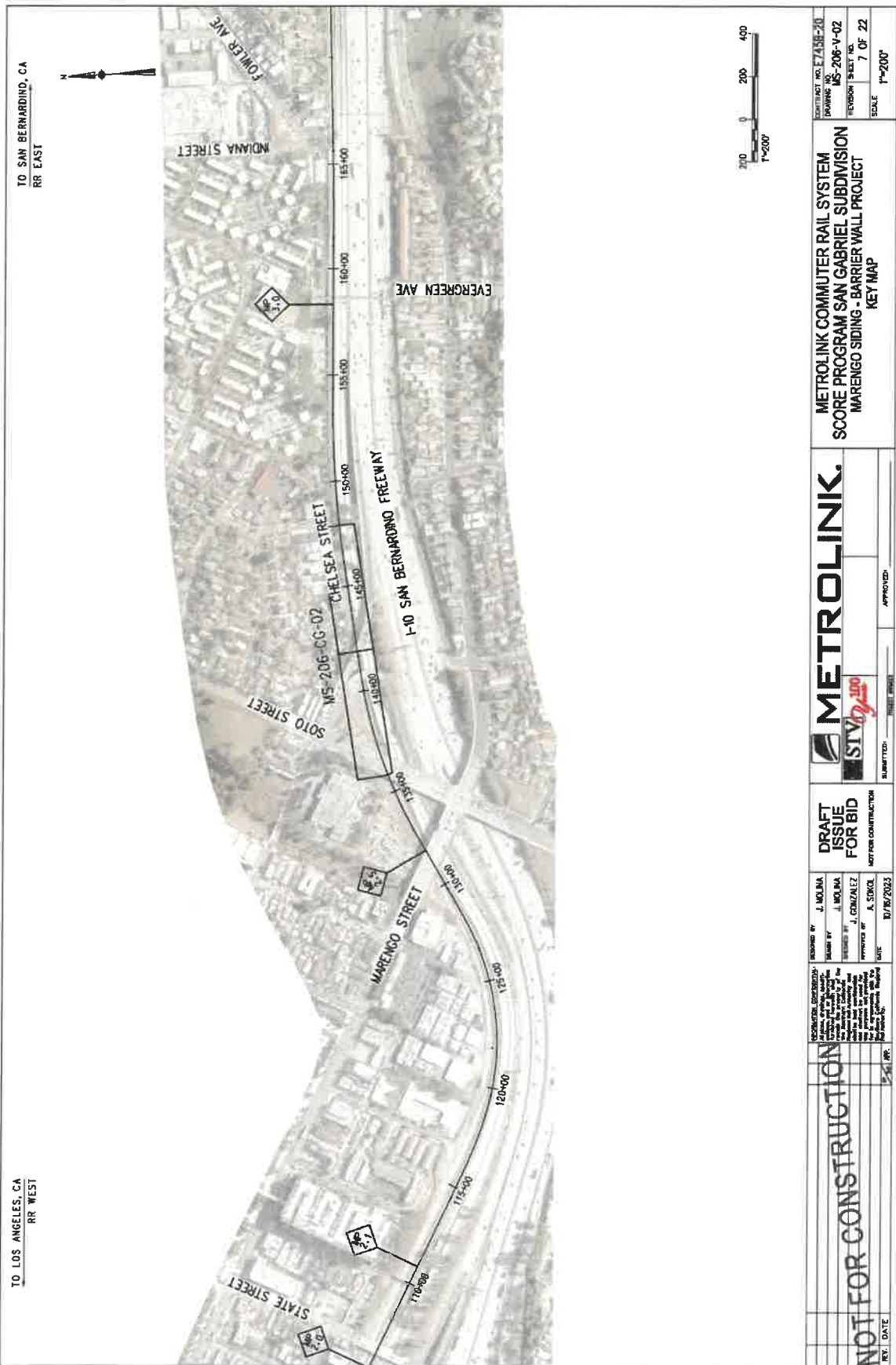


TO LOS ANGELES, CA  
RR WEST

TO SAN BERNARDINO, CA  
RR EAST

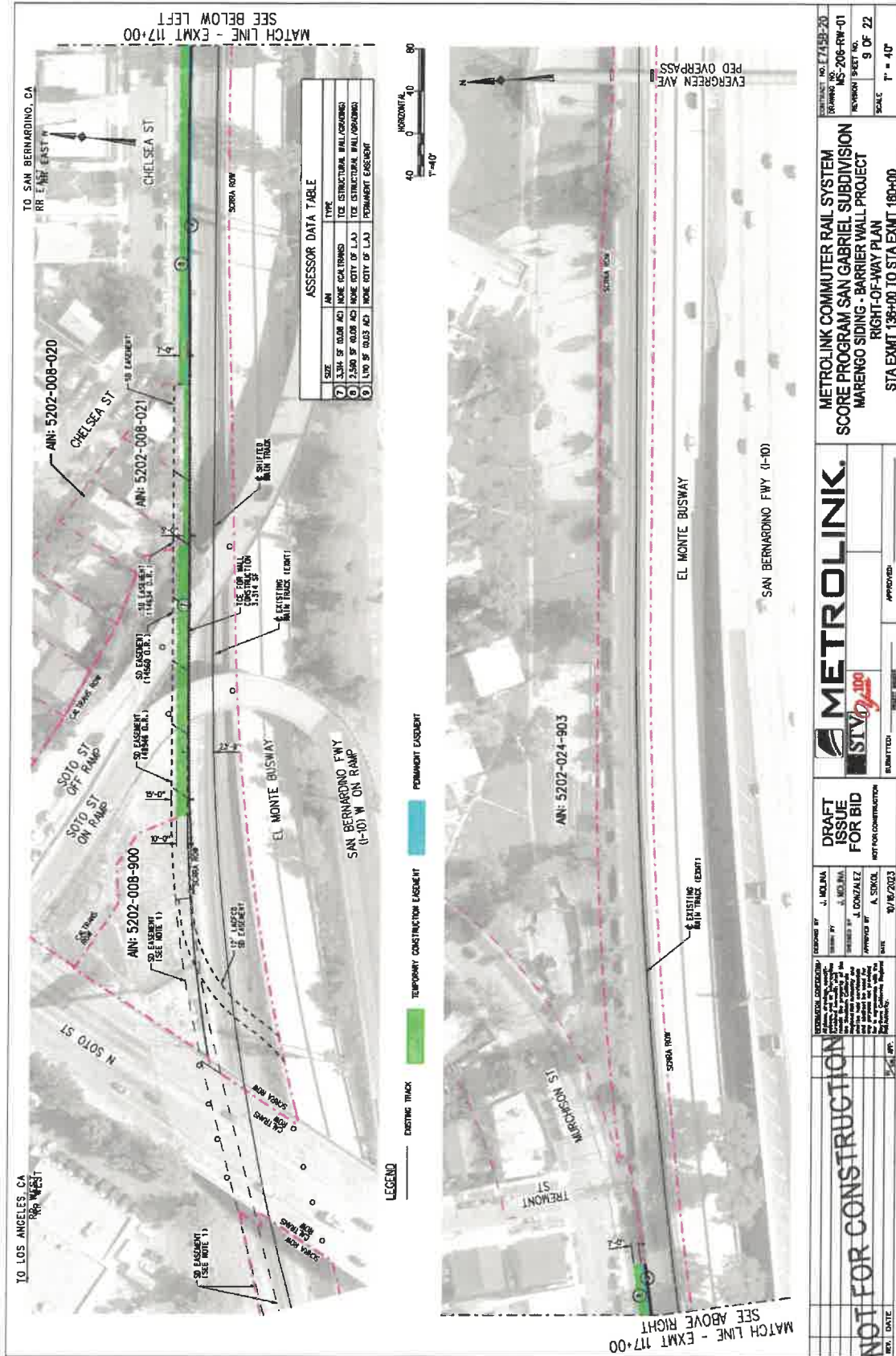


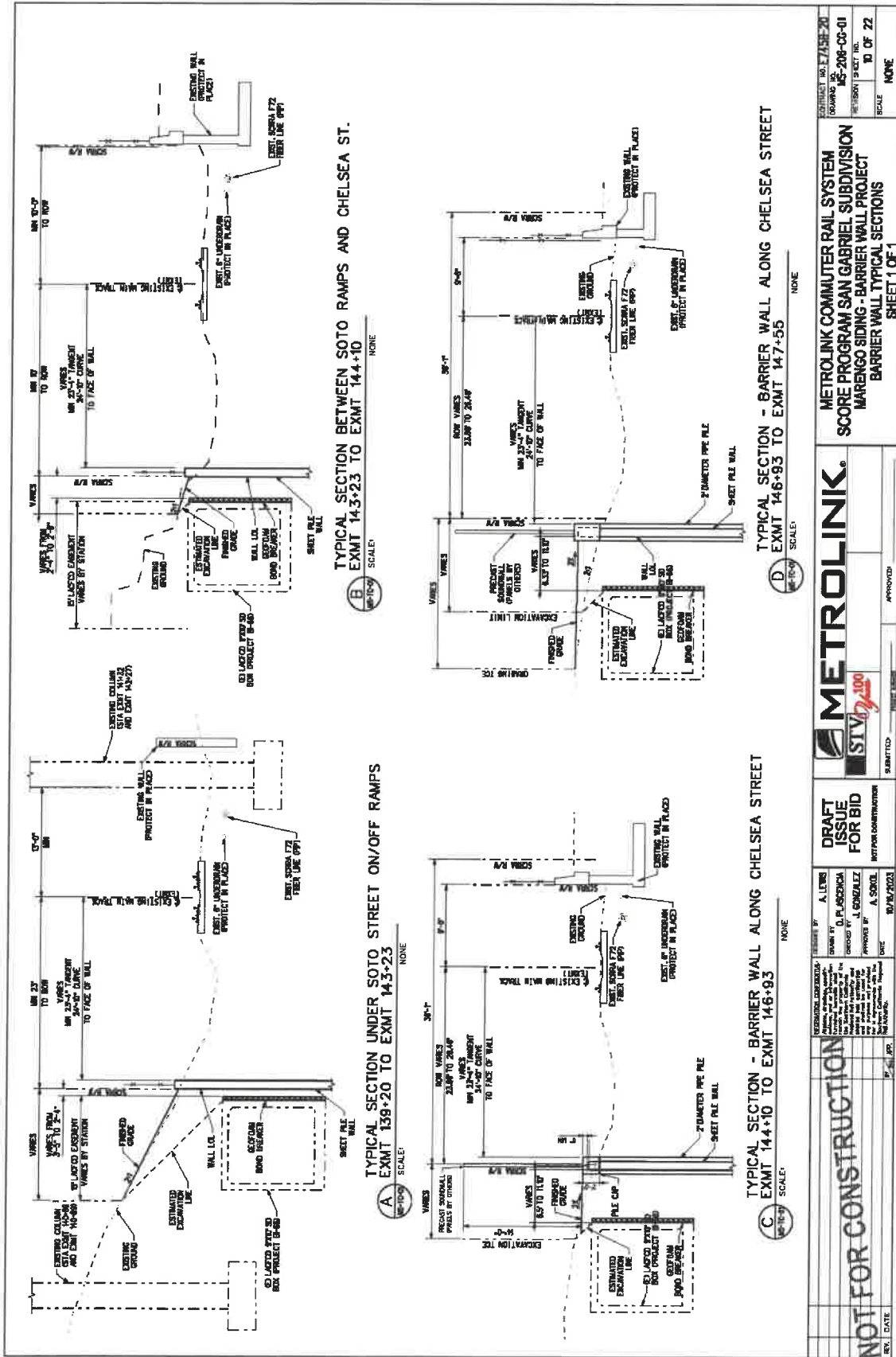
NOT FOR CONSTRUCTION		METROLINK		METROLINK COMMUTER RAIL SYSTEM	
REVISIONS		STV 2.100		SCORE PROGRAM SAN GABRIEL SUBDIVISION	
REV. DATE		SUBMITTED		MARENGO SIDING - BARRIER WALL PROJECT	
APPROVED		APPROVED		VICINITY MAP	
FORWARDED BY		J. MOLINA		CONTRACT NO. 17458-20	
DESIGNED BY		J. MOLINA		DRAWING NO. 205-V-01	
CHECKED BY		J. GONZALEZ		REVISION SHEET NO.	
APPROVED BY		A. SOLOE		SCALE	
DATE		10/18/2021		6 OF 22	
				NO SCALE	



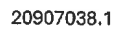








<b>NOT FOR CONSTRUCTION</b>		<b>METROLINK</b>		<b>METROLINK COMMUTER RAIL SYSTEM</b>		PROJECT NO. 1745E-20
				<b>SCORE PROGRAM SAN GABRIEL SUBDIVISION</b>		ISSUED 05-2008-03-01
				<b>MARENGO SIDING - BARRIER WALL PROJECT</b>		BY 1745E-20
				<b>BARRIER WALL TYPICAL SECTIONS</b>		NO OF 22
						SCALE NONE
						SHEET 1 OF 1



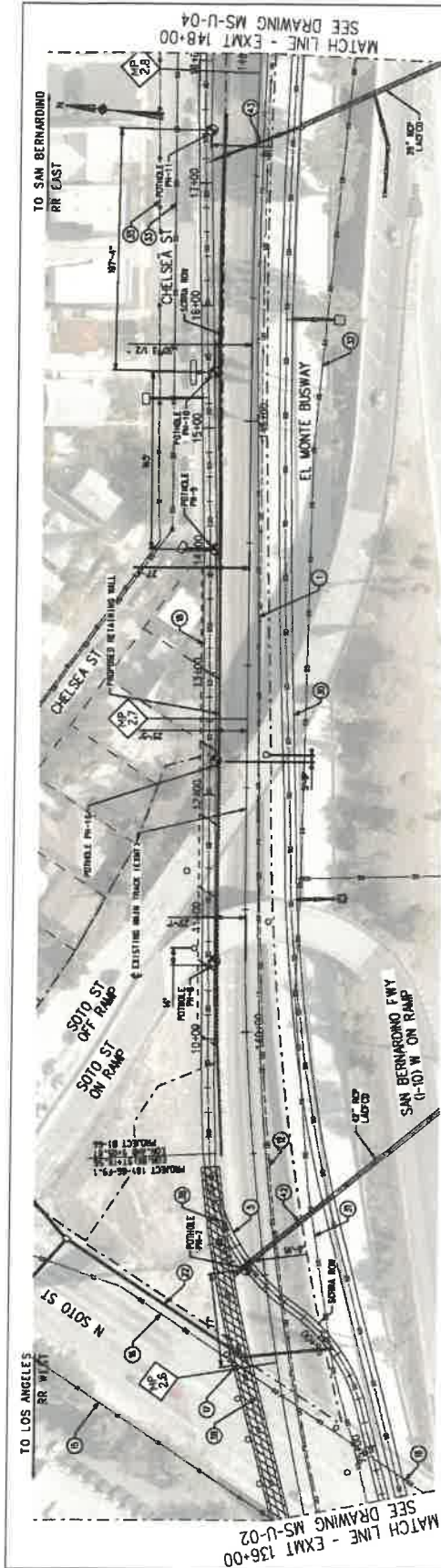
UTILITY NOTES:

NO.	DESCRIPTION	OWNER	TYPE	SIZE	STATION	STREET	DESCRIPTION
1	PO	SOMA	FO	72"	157+70		PARALLELS TRACKS INSIDE OF ROW.
2	PO	LACED	SD	84" MCP	157+70		PARALLELS TRACKS OUTSIDE OF ROW AND CROSSES TRACK AT STATION 157+70.
3	PROPOSED	SOMA	UD	12" PIP			REPLACES NORTH TRACK UNDERPASS.
4	PO	SOMA	UD	6" PIP			SOUTH UNDERPASS RAILS PARALLEL TO TRACKS.
5	REMOVED	SOMA	UD	6" PIP			REMOVE NORTH UNDERPASS REPLACED BY PROPOSED 12" PIP.
6	PO	CITY OF LA	WATER	36"	159+05	SOTO	CROSSES TRACKS ENCASED ABOVE ROW.
7	PO	CITY OF LA	SEWER	6" VCP	157+00	SOTO	RAILROAD BRIDGE PIPE CROSSES TRACKS.
8	PO	CITY OF LA	SEWER	18" RCP	157+30	SOTO	PROTECT-IN-PLACE SEWER CLEAROUT UNDER RAILROAD BRIDGE.
9	PO	LACED PROJECT BRIDGE	SD	84" MCP			PARALLELS TRACKS OUTSIDE OF ROW, PROTECT-IN-PLACE WITH STRUCTURAL REINFORCING BARS.
10	PO	LACED	SD	6" RCP	VARIOUS		RAILROAD BRIDGE PIPE CROSSES TRACKS.
11	PO	LACED	SD	14" MCP	158+05		PARALLELS AND CROSSES TRACKS AT STATION 158+00.
12	PO	CITY OF LA	SEWER	24" VCP			PARALLELS TRACKS OUTSIDE OF ROW.
13	PO	CITY OF LA	SEWER	6"			IN CONFLICT WITH PROPOSED ROW ACCESS ROAD.
14	PO	CITY OF LA	WATER	12"			OUTSIDE OF ROW.
15	REMOVED	COUNTY	SD	60" RCP			WEST OF MARIENGO ST, REMOVED PER AS-BUILT. CONSTRUCTION TO FIELD VERIFY.
16	REMOVED POST AS-BUILT	LACED	SD	42" RCP			CROSSES TRACKS AT STA 161+8
17	REMOVED POST AS-BUILT	LACED	SD	36" RCP			CROSSES TRACKS AT STA 161+28. STA 161+8

- NOTES:
1. ALL UTILITY WORK SHALL BE DONE BY CONTRACTOR UNDER THE CLOSEST SUPERVISORY INSPECTION.
  2. REFER TO AS-BUILT RECORDS STANDARD EDITION FOR ENCASEMENT DETAILS.
  3. CONTRACTOR TO PORTABLE AND VERIFY REQUIRED PER AS-BUILT.

<b>NOT FOR CONSTRUCTION</b>		<b>REVISIONS</b> NO. 1 DATE 10/10/2023 BY [Signature] CHECKED BY [Signature] APPROVED BY [Signature]		DRAFT ISSUE FOR BID		SUBMITTED: 10/10/2023 APPROVED: [Signature]	
<b>METROLINK</b> STV 100				METROLINK COMMUTER RAIL SYSTEM SCORE PROGRAM SAN GABRIEL SUBDIVISION MARIENGO SIDING - BARRIER WALL PROJECT COMPOSITE UTILITY CONSTRUCTION NOTES			
CONTRACT NO. 17-150-70 DRAWING NO. 45-206-CU-01 REVISION SHEET NO. 12 OF 22 SCALE AS SHOWN							





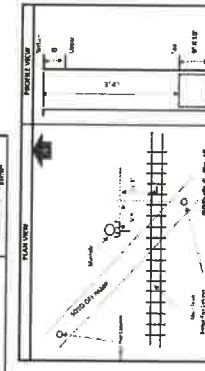
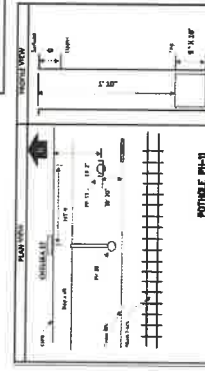
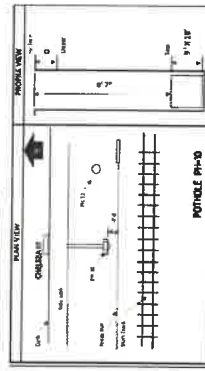
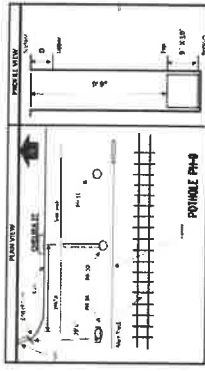
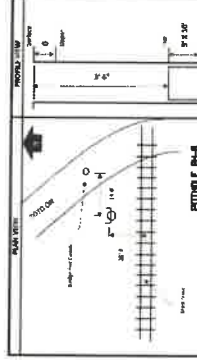
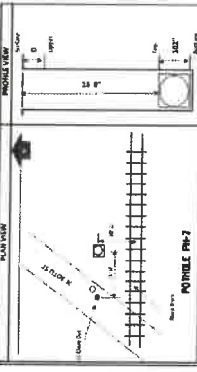
LEGEND:

- STORM DRAIN
- SEWER LINE
- WATER LINE
- EXISTING UNDERGROUND
- PROPOSED UNDERGROUND
- EXISTING UNDERGROUND TO BE REMOVED
- UTILITY LOCATIONS SEE OTHER DRAWINGS
- POTHOLE LOCATION
- REMOVED UTILITY PER AS-BUILT

EXISTING SCADA FIBER OPTIC  
 PROPOSED SCADA FIBER OPTIC  
 EXISTING UNDERGROUND  
 PROPOSED UNDERGROUND  
 EXISTING UNDERGROUND TO BE REMOVED  
 UTILITY LOCATIONS SEE OTHER DRAWINGS

POTHOLE LOCATION TABLE

POTHOLE	UTILITY	NOTHING	EXISTING	UTILITY ELEV	SURFACE ELEV	DEPTH
PH-7	60" 50"	842734.59	38.09	329.81	329.81	15'-2"
PH-8	9" 8" 50"	842735.32	850000.33	337.27	337.27	4'-3"
PH-9	9" 8" 50"	842827.35	850133.44	338.35	338.35	7'-8"
PH-10	9" 8" 50"	842838.67	850278.50	340.29	340.29	9'-7"
PH-11	9" 8" 50"	842861.60	850475.08	344.28	344.28	7'-0"
PH-12	9" 8" 50"	842883.88	850683.65	338.57	338.57	3'-4"



NOT FOR CONSTRUCTION

DRAFT  
 ISSUE  
 FOR BID

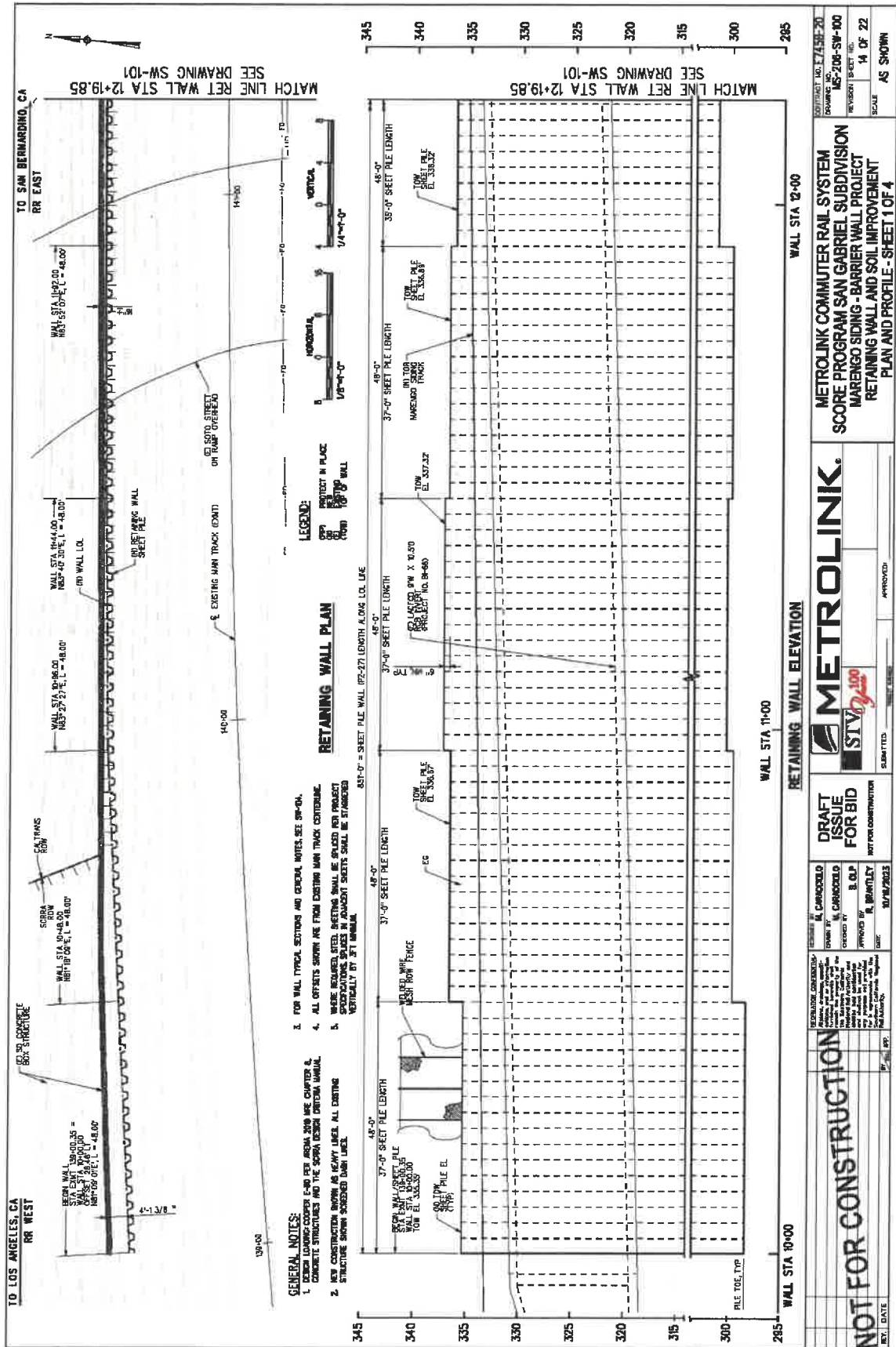
METROLINK  
 STV 200

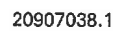
METROLINK COMMUTER RAIL SYSTEM  
 SCORE PROGRAM SAN GABRIEL SUBDIVISION  
 MARENGO SIDING - BARRIER WALL PROJECT  
 COMPOSITE UTILITY PLAN

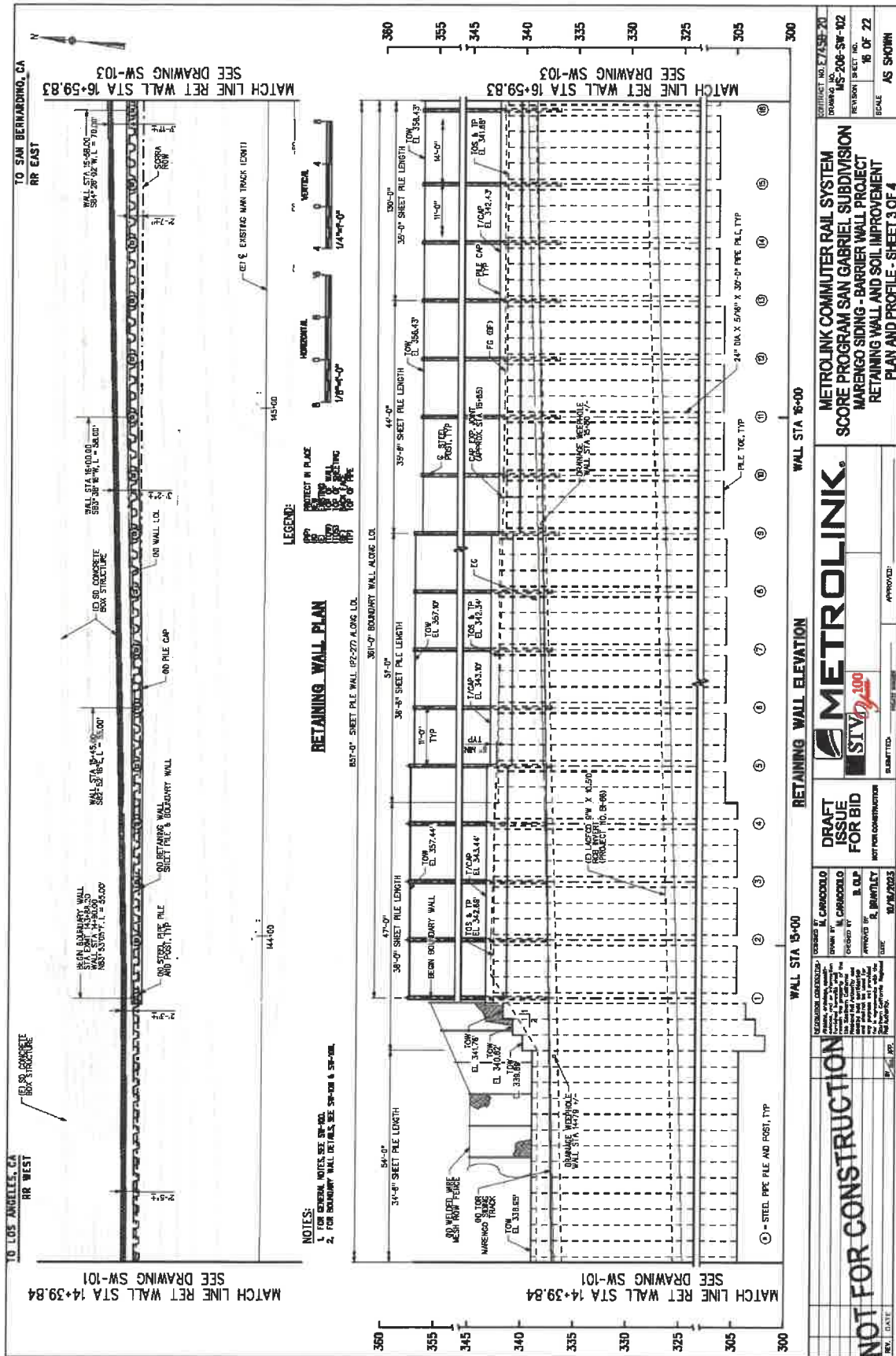
CONTRACT NO. E7438-20  
 DRAWING NO. MS-205-CU-02  
 REVISION SHEET NO. 15 OF 22  
 SCALE 1" = 40'

DATE: 8/18/2023  
 BY: J. MOLINA  
 CHECKED BY: J. MOLINA  
 DESIGNED BY: J. MOLINA  
 APPROVED BY: A. SANCHEZ  
 SUBMITTED: 8/18/2023  
 APPROVED: 8/18/2023  
 STA EXMT 136+00 TO STA EXMT 148+00























CONTRACT NO. F745E-20	DRAWING NO. <b>MS-206-SW-108</b>
REVISION	SHEET NO. <b>22 OF 22</b>
SCALE <b>AS SHOWN</b>	

## MOTION

## PUBLIC WORKS

As part of the Southern California Optimized Rail Expansion Program, the Southern California Regional Rail Authority (Metrolink) is advancing the Marengo Siding Extension Project. The new rail infrastructure would be constructed along the existing San Bernardino Line and entirely within Metrolink's right-of-way near the Los Angeles County + USC Medical Center and west of the Metrolink Cal State LA Station.

The project would maintain the existing main track and construct new siding track to the north which would end near the railroad right-of-way near the curve at Fowler Street. The project would also extend existing siding track to the east by 3,325 feet and increase the total siding track length to approximately 10,250 feet. Environmental and design reviews began in summer 2020 are expected to be completed in winter 2023. Construction is scheduled to begin in spring 2024, with completion expected in fall 2025.

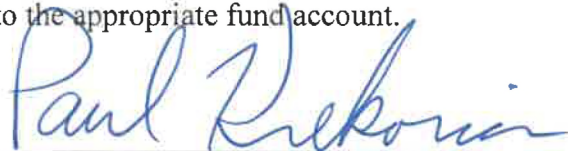
Improvements included in the Marengo Siding Extension Project will increase train and passenger capacity by enabling more frequent train service at least every 30 minutes in both directions. The project will minimize the distance of the single-track territory in this area, providing more space where trains can pass one another. The station improvements and track updates will allow Metrolink to provide passengers with more reliable and safer service and allow passengers to make quicker transfers.

In order for Metrolink to begin construction for this project, it needs a temporary construction easement for construction laydown and work area along Chelsea Street. Metrolink also needs a permanent easement to construct a permanent wall between the railroad tracks and the City's public right-of-way to protect an existing storm drain and create a barrier between the railroad and residential properties to the north of the project location. The temporary construction easement is a 370-foot-long, 7-foot-wide strip running along the south side of Chelsea Street that measures 2,590 square feet. The permanent easement is a 370-foot-long, 3-foot-wide strip which also runs along the south side of Chelsea Street that measures 1,110 square feet. The common street addresses for the subject properties are 2601- 2675 Chelsea Street.

I THEREFORE MOVE that the Bureau of Engineering, with the assistance of the City Attorney, be authorized to negotiate, enter into a purchase and sale agreement, and prepare the transactional documents necessary to execute an approximately 2,590 square feet Temporary Construction Easement and an approximately 1,110 square feet Permanent Easement in favor of the Southern California Regional Rail Authority for the above described Marengo Siding Extension Project.

I FURTHER MOVE that the City Administrative Officer be instructed to identify the fund account where proceeds will be deposited and to AUTHORIZE the Board of Public Works, Office of Accounting to receive and deposit sale proceeds to the appropriate fund account.

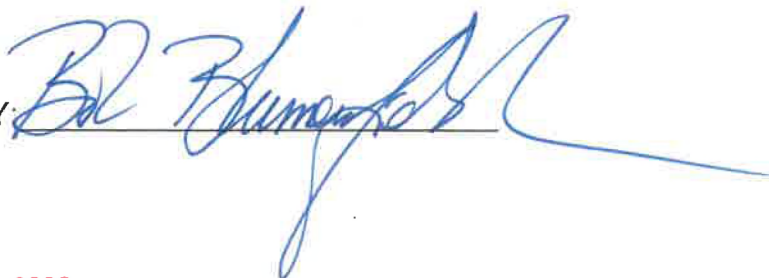
PRESENTED BY:



PAUL KREKORIAN

Council President, 2nd District

SECONDED BY:



OCT 28 2022

PMK

ORIGINAL

PUBLIC WORKS COMMITTEE REPORT relative to negotiating, entering into a purchase and sale agreement, and preparing the transactional documents necessary to execute a Temporary Construction Easement and a Permanent Easement in favor of the Southern California Regional Rail Authority for the Marengo Siding Extension Project.

Recommendations for Council action, pursuant to Motion (Krekorian – Blumenfield), SUBJECT TO THE APPROVAL OF THE MAYOR:

1. AUTHORIZE the Bureau of Engineering, with the assistance of the City Attorney, to negotiate, enter into a purchase and sale agreement, and prepare the transactional documents necessary to execute an approximately 2,590 square feet Temporary Construction Easement and an approximately 1,110 square feet Permanent Easement in favor of the Southern California Regional Rail Authority for Marengo Siding Extension Project described in the Motion, attached to the Council file.
2. INSTRUCT the City Administrative Officer (CAO) to identify the fund account where proceeds will be deposited; and, to AUTHORIZE the Board of Public Works, Office of Accounting, to receive and deposit sale proceeds to the appropriate fund account.

Fiscal Impact Statement: Neither the CAO nor the Chief Legislative Analyst has completed a financial analysis of this report.

Community Impact Statement: None submitted

## SUMMARY

At the meeting held on November 9, 2022, your Public Works Committee considered a Motion (Krekorian – Blumenfield) relative to negotiating, entering into a purchase and sale agreement, and preparing the transactional documents necessary to execute a Temporary Construction Easement and a Permanent Easement in favor of the Southern California Regional Rail Authority for the Marengo Siding Extension Project.

After an opportunity for public comment was held, the Committee moved to approve the recommendations contained in the Motion, as detailed above. This matter is now forwarded to the Council for its consideration.

Respectfully Submitted,

PUBLIC WORKS COMMITTEE

<u>MEMBER</u>	<u>VOTE</u>
BLUMENFIELD	YES
LEE	YES
O'FARRELL	YES
HUTT	YES

ME 11/9/22

**-NOT OFFICIAL UNTIL COUNCIL ACTS-**

HOLLY L. WOLCOTT  
CITY CLERK

City of Los Angeles  
CALIFORNIA

OFFICE OF THE  
CITY CLERK

PETTY F. SANTOS  
EXECUTIVE OFFICER



ERIC GARCETTI  
MAYOR

**Council and Public Services Division**  
200 N. SPRING STREET, ROOM 395  
LOS ANGELES, CA 90012  
GENERAL INFORMATION - (213) 978-1133  
FAX: (213)978-1040

PATRICE Y. LATTIMORE  
DIVISION MANAGER  
[CLERK.LACITY.ORG](http://CLERK.LACITY.ORG)

**OFFICIAL ACTION OF THE LOS ANGELES CITY COUNCIL**

**Council File No.:** 22-1290

**Council Meeting Date:** November 22, 2022

**Agenda Item No.:** 59

**Agenda Description:** PUBLIC WORKS COMMITTEE REPORT relative to negotiating, entering into a purchase and sale agreement, and preparing the transactional documents necessary to execute a Temporary Construction Easement and a Permanent Easement in favor of the Southern California Regional Rail Authority for the Marengo Siding Extension Project.

**Council Action:** PUBLIC WORKS COMMITTEE REPORT - ADOPTED FORTHWITH

**Council Vote:**

YES	Blumenfield	YES	Bonin	YES	Buscaino
ABSENT	Cedillo	ABSENT	de León	YES	Harris-Dawson
ABSENT	Hutt	YES	Koretz	YES	Krekorian
YES	Lee	YES	O'Farrell	YES	Price Jr.
ABSENT	Raman	YES	Rodriguez		

HOLLY L. WOLCOTT  
CITY CLERK

**Pursuant to Charter/Los Angeles Administrative Code Section(s): 341**

**FILE SENT TO MAYOR**  
**LAST DAY FOR MAYOR TO ACT**

11/23/2022

12/05/2022

APPROVED

12/2/2022

DATE SIGNED

Adopted Report(s) Title

Report from Public Works Committee\_11-9-22