

**AGREEMENT FOR GRANT OF FEE INTERESTS  
AND JOINT ESCROW INSTRUCTIONS**

Grantor: CITY OF LOS ANGELES

Grantee: LOS ANGELES COUNTY  
METROPOLITANTRANSPORTATION AUTHORITY

Property  
APN: NOT APPLICABLE

Parcel No: NOT APPLICABLE

Address: PARCEL A – LOCATED ON FLOWER STREET BETWEEN  
SECOND STREET AND HOPE STREET, LOS ANGELES, CA  
PARCEL B – BOUND BY GENERAL THADDEUS  
KOSCIUSZKO WAY, FLOWER STREET, HOPE STREET,  
AND THIRD STREET

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

This AGREEMENT FOR GRANT OF FEE INTEREST AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered as of \_\_\_\_\_, 2022 by and between the **LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**, ("LACMTA") a public agency existing under the laws of the State of California ("Grantee") and the **CITY OF LOS ANGELES** ("CITY"), a municipal corporation, acting by and through its Department of Public Works, Bureau of Engineering ("Grantor"), (collectively "the Parties" and each individually a "Party")

**RECITALS**

Grantor owns certain real properties, "Parcel A" located on Flower Street between Hope Street and Second Street in the City of Los Angeles, California, as more particularly described in Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated herein by reference and "Parcel B" bound by General Thaddeus Kosciuszko Way, Flower Street, Hope Street, and Third Street in the City of Los Angeles, California, as more particularly described in Exhibit "C" and depicted on Exhibit "D" attached hereto and incorporated herein by reference ("Property").

A. Grantee, by its authority granted by the Board of Directors for the LACMTA, to proceed with the acquisition of the Property for the Regional Connector Light Rail Transit Project (the "Project").

B. Grantor desires to sell the Property with: (1) an area of approximately 15,611 square feet (Parcel A) via a Quitclaim Deed in the form attached as Exhibit "E", and (2) an area of approximately 15,843 square feet (Parcel B) via a Quitclaim Deed in the form attached as Exhibit "F" (the two Quitclaim Deeds together, collectively, the "Deed") to Grantee and Grantee desires to purchase the Property from Grantor on the terms and conditions contained in this Agreement.

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

1. Grant of Property. By executing and recording the Deed, Grantor shall sell to Grantee and Grantee shall accept from Grantor, at the price and upon the terms and conditions set forth in this Agreement, the Property.

2. Purchase Price and Additional Payment. Grantee shall pay to Grantor as the total compensation for the Property the "Purchase Price" of **One Hundred Seventeen Thousand Dollars (\$117,000.00)** for "Parcel A" and **One Hundred Nineteen Thousand Dollars (\$119,000)** for "Parcel B" for a total consideration of **Two Hundred Thirty Six Thousand Dollars (\$236,000)**, which represents the Parties' agreement as to the fair market value of the Property. The Purchase Price shall be deposited with Escrow Holder, defined below, in immediately available funds at least five business days prior to the Closing Date, defined below. The Grantee shall pay: (i) all documentary transfer taxes, recording fees and the coverage premiums on the Title Policy, and (ii) the costs of a Survey obtained by the Grantee and any endorsements to the Title Policy. The Grantee shall pay for all costs, expenses, and charges relating to the escrow and conveyance of title to the Property, except for one half of escrow fee which shall be paid for by Grantor. Each party shall be responsible for its own Transaction Costs.

3. Escrow.

3.1 Escrow. No later than five (5) business days after the full execution of this Agreement, Grantee and Grantor shall open an escrow ("Escrow") with **Stewart Title Company of California, Escrow Department ("Escrow Holder") located at 525 N. Brand Blvd., Glendale, CA 91203** 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 Larry McGuire, telephone number 818-502-2723. This Agreement shall constitute not only the agreement of purchase and grant of Property between Grantee and Grantor, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further instructions restating or amending the 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 the Grantee and Grantor. Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with the Agreement and applicable law.

3.2 Closing Date. "Close of Escrow" or "Closing" means the date Escrow Holder causes the Deed to be recorded in the Official Records of the County of Los Angeles and delivers the Purchase Price (less any costs, expenses and prorations payable by the Seller) to the Grantor. Notwithstanding anything to the contrary contained herein, the Close of Escrow shall occur before January 31, 2023 or sooner, or this Agreement shall automatically terminate; provided, however, the Closing may be extended upon written consent of both Grantor and Grantee or their designated representative, which consent may be given or

withheld in the exercise of their sole discretion. If the Closing does not occur on or before January 31, 2023 due to a default by either party, then the defaulting party shall pay all Escrow cancellation fees. If the Closing does not occur due to a termination by Grantee, then the Grantee shall pay all Escrow cancellation fees. If the Closing does not occur for any other reason, then this Agreement shall automatically terminate and each party shall pay one half (½) of any Escrow cancellation charges.

3.3 Deposit of Documents 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 Deed, as shown on Exhibit “E” and Exhibit “F”, conveying the Property to Grantee;

3.3.2 An affidavit under penalty of perjury that Grantee is not a “foreign person” as defined in the Foreign Investment in Real Property Tax Act (FIRPTA), as shown on Exhibit “D”; and

3.3.3 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 attached as Exhibit “G”; 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.

#### 4. Escrow Holder’s Obligations

4.1. 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.

4.2. 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:

4.2.1 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, less Grantor’s closing costs and prorations, if any;

4.2.2 Grantor shall provide any such documentation to place title in the condition necessary to enable conveyance pursuant to this Agreement;

4.2.3 Pay and charge Grantee and Grantor for any escrow fees and costs incurred in this transaction;

4.2.4 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 the Grantee;

4.2.5 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;

4.2.6 Make all adjustments, except for taxes and assessments, on the basis of a 30-day month;

4.2.7 Record the Deed that was delivered into Escrow; and

4.2.8 Disburse funds by check or wire transfer.

4.3 If this Agreement and the accompanying transaction are cancelled as a result of default by either Grantee or the Grantor, then the defaulting party shall pay all cancellation fees imposed by the Escrow Holder. In the event of a termination prior to Closing, Escrow Holder shall disburse the Consideration to Grantor.

4.4 Any amendment of these escrow instructions shall be in writing and signed by both the Grantor and Grantee. The responsibility of the Escrow Holder under this Agreement is limited to the performance of the obligations imposed upon it under this Article, any amendments hereto, and any supplemental escrow instructions delivered to the Escrow Holder that do not material amend or modify the express provisions of these escrow instructions.

5. Conditions to Closing. The following conditions are conditions precedent to Grantee's obligation to purchase the PROPERTY:

5.1 Grantee's Conditions to Closing

5.1.1 Grantee has obtained and reviewed an updated **Preliminary Title Report for "Parcel A" and "Parcel B"** (hereinafter referred to as "PTR"). Grantee shall have ten (10) working days after the execution of this Agreement to notify Grantor and Escrow Holder in writing of Grantee's disapproval of one or more exceptions to the updated Title Policy. 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 Title Policy. In the event Grantee disapproves one or more exceptions in the updated Title Policy, Grantor, in its sole and absolute discretion, 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 5.1.1, neither party shall have any further obligations hereunder, except for those obligations which expressly survive the Closing.

5.1.2 Grantor shall convey the Property to Grantee by the Deed. At the Close of Escrow, **Stewart Title Insurance Company** (the "Title Company"), shall issue through Escrow a Policy of Title Insurance (the "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.

### 5.1.3 Intentionally deleted

5.1.4 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.

## 5.2 Grantor Conditions to Closing.

5.2.1 Grantor shall have obtained the approvals of Grantor's City Council for this Agreement.

5.2.2 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.

5.3 Waiver. If any condition stated in Section 5.1 of this Agreement has not been eliminated or satisfied within the time limits and pursuant to the provisions of this Agreement, then the 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. If any condition stated in Section 5.2 of this Agreement has not been waived pursuant to the preceding sentence or satisfied within the time limits and pursuant to the provisions of this Agreement, then the Grantor, as its sole and exclusive remedy, shall have the right to terminate this Agreement. Notwithstanding anything to the contrary in the forgoing, if Grantor has not secured the approval of either the Grantor's City Council before the Closing Date because such body has not heard the matter in a meeting where a voting quorum of such body has the authority to consider and act on the matter, then the Closing Date shall be extended until such meeting occurs and the body has the opportunity to approve or disapprove this Agreement.

6. Condition of Property. Grantee has investigated the Property's condition and has determined that it is suitable for Grantee's use.

## 7. Representations and Warranties.

7.1 Grantor hereby represents and warrants to Grantee that as of the close of escrow the following are true and correct:

7.1.1 Intentionally deleted

7.1.2 Grantor has not received any written notice of any litigation, arbitrations, claims, violations from any agency, proceedings, or other actions, pending or threatened against Grantor that arise out of the ownership or operation of the Property or indicating an intent to condemn the Property or any portion thereof;

7.1.3 Intentionally deleted

7.1.4 Grantor has 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;

7.1.5 To Grantor's knowledge, the execution and delivery of this Agreement and the documents referenced herein, the incurrence of the obligation, the consummation of the transaction, and the compliance with this Agreement and the documents referenced herein do not conflict with or result in the material breach of any term or condition of or constitute a default under any bond, note, or other evidence of indebtedness or any agreement;

7.1.6 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;

7.1.7 No attachments, executions proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other similar proceedings are pending or threatened against the Grantor or involving the Property; and

7.1.8 Grantor has not entered any agreement for the sale or transfer of the Property, and there are no rights of first refusal or option to purchase the Property.

7.2 Grantee hereby represents and warrants to Grantor that as of the date hereof the following are true and correct:

7.2.1 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

7.2.2 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.

7.3 To the extent not required to be performed before the Closing Date or other cancellation of this Agreement, the representations and warranties of Grantor contained in this Section 7 shall survive the Closing Date for a period of 180 days or other cancellation of this Agreement.

## 8. DISCLAIMERS AND WAIVERS

8.1 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.

8.2 In addition to and without limiting any other indemnity or warranty otherwise granted by the Parties to each other in this Agreement, each Party (the "Indemnifying Party") hereby agrees to indemnify, defend, and hold the other Party harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including, without limitation, reasonable attorneys' fees and costs and expenses of suit, resulting from any intentional misrepresentation or breach of warranty or breach of covenant made by such Indemnifying Party in this Agreement or in connection with any acts of gross negligence or willful misconduct by such Indemnifying Party.

8.3 The Property shall be conveyed from the Grantor to the Grantee on an "AS IS" condition and basis with all faults and the Grantee agrees that the Grantor has no obligation to make modifications, replacements or improvements thereto. Except as expressly and specifically provided in this Agreement, the Grantee and anyone claiming through or under the Grantee hereby waives its right to recover from and fully and irrevocably releases the Grantor, the Grantor's City Council, and their respective officers, directors, employees, representatives agents, advisors, servants, attorneys, successors and assigns, and all persons, firms, corporations and organizations acting on the Grantor's or City Council's behalf (collectively, the "Released Parties") from any and all claims, responsibility and/or liability that the Grantee may now have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to the matters pertaining to the Property described in this Section 8.3. This release includes claims of which the Grantee is presently unaware or which the Grantee does not presently suspect to exist which, if known by the Grantee, would materially affect the Grantee's release of the Released Parties. If the Property is not in a condition suitable for the intended use or uses, then it is the sole responsibility of the Grantee to take such action as may be necessary to place the Property in condition suitable for Grantee's intended use or uses. Except as otherwise expressly and specifically provided in this Agreement and without limiting the generality of the foregoing, The Grantor makes no representation or warranty as to (i) The value of the Property; (ii) The income to be derived from the Property; (iii) The habitability, marketability, profitability, merchantability or fitness for particular use of the Property; (iv) The manner, quality, state of repair or condition of the Property; (v) The compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (vi) Compliance with any environmental protection or pollution laws, rules, regulations, orders or requirements; (vii) The presence or absence of hazardous materials at, on, under or adjacent to the Property; (viii) The fact that all or a portion of the property may be located on or near an earthquake fault line; and (ix) With respect to any other matter, the Grantee further acknowledges and agrees that having been given the opportunity to inspect the Property and review information and documentation affecting the Property, the Grantee is relying solely on its own investigation of the Property and review of such information and documentation and not on any information provided or to be provided by the Grantor.

The Grantee hereby acknowledges that it has read and is familiar with the provisions of the California Civil Code Section 1542, which is set forth below:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

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

The waivers and releases by the Grantee herein contained shall survive the Close of Escrow and the recordation of the Deed and shall not be deemed merged into the Deed upon its recordation.

Notwithstanding the foregoing, the waivers and releases contained in this Section 8.3 shall not apply to, nor shall the Released Parties be released from any actual misrepresentation or act of fraud on their part.

9. Possession. Complete possession of the Property shall be delivered to Grantee on the Closing Date.

10. Intentionally Deleted.

11. Grantee's Consent to New Contracts Affecting the Property to Be Burdened by the Property. Grantor shall not after the date of Grantor's execution of this Agreement, enter into, modify, or waive rights under any contract or agreement pertaining to the portion of the Property to be acquired, without, in each case, obtaining Grantee's prior written consent thereto, which consent to Grantee agrees shall not be unreasonably withheld. In any event, Grantor shall notify Grantee of its intent to enter into any such contract or agreement pertaining to the Property to be acquired prior to entering into such contract or agreement.

12. Assignment. Neither this Agreement nor any interest herein shall be assignable by Grantee without Grantor's prior written consent.

13. Entire Agreement. 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, 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, express or implied, not specified herein.

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

15. Notices. Any notice pursuant to this Agreement shall be given in writing by: (i) personal delivery; (ii) reputable overnight delivery service with proof of delivery; or (iii) United States Mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith. Any notice so given shall be deemed to have been given on the day the addressee receives it or refuses to receive it, so long as (a) that day is a Business Day, and (b) the notice is received prior to 5:00 p.m. local time of the recipient. 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 or (b) a holiday observed by Grantee and as specified in its adopted Holiday Policy, as amended from time to time. 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: Uriel Jimenez  
 Chief Real Estate Officer II, Real Estate Division  
 City of Los Angeles  
 Department of Public Works – Bureau of Engineering  
 1149 S. Broadway, Ste 610  
 Los Angeles, CA 90015  
 Telephone: (213) 485-5787  
 Email: Uriel.Jimenez@lacity.org

With a copy to:

Office of the Los Angeles City Attorney  
 Real Property/Environment Division  
 700 City Hall East, 200 North Main Street  
 Los Angeles, CA 90012  
 Telephone: (213) 922-8551  
 Telecopier: (213) 922-8511

To Grantee: Craig Justesen  
 Deputy Executive Officer – Right of Way  
 LACMTA  
 1 Gateway Plaza, MS 99-22-8  
 Los Angeles, CA 90012  
 Telephone: 213 922-7051  
 Facsimile: 213 922-2440  
 JustesenC@metro.net

16. FIRPTA. 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 ten percent (10%) of the gross sales price due the property Grantor. The primary exemptions which might be applicable are: (a) Grantee provides Grantor with an affidavit under penalty of perjury that Grantee is not a "foreign person" as defined in FIRPTA, or (b) Grantee provides Grantor 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 Exhibit "C") and to perform any acts reasonably necessary to carry out the provisions of FIRPTA and regulations promulgated there under.

17. Brokers. 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.

18. Applicable Law. 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.

19. Required Actions. 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 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.

20. Covenants.

20.1 Excepting and Reserving unto the Grantor all oil, gas, water, and mineral rights now vested in the City of Los Angeles without, however, the right to use the surface of said land or any portion thereof to a depth of 500 feet below the surface, for the extraction of such oil, gas, water and minerals.

20.2 Subject to covenants, conditions, restrictions, reservations, easements, encroachments, rights, and rights-of-way of record or which are apparent from a visual inspection of the real properties and excepting and reserving to the City of Los Angeles any interest in the fee to the adjacent streets which would otherwise pass with the conveyance of the above described parcels of land.

21. Miscellaneous.

21.1 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.

21.2 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 of any other term, covenant or condition.

21.3 This Agreement shall be binding on and inure to the benefit of the successors and assigns of the Parties.

21.4 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.

21.5 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 Broker), 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 Closing. The provisions of this Section shall survive the closing of the transaction contemplated by this Agreement.

21.6 Any amendments to this Agreement are effective only if made in writing and executed by Grantee and Grantor

22 Attorneys' Fees. INTENTIONALLY DELETED

[Signatures on Following Page]

IN WITNESS WHEREOF, this Agreement for Purchase of Real Property and Escrow Instructions has been duly executed as of the date first stated above.

**Grantor:**

**CITY OF LOS ANGELES**

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

Title:

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

**Grantee:**

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

BY: \_\_\_\_\_

Craig Justesen

TITLE: Deputy Executive Officer- Real Estate

DATE: \_\_\_\_\_

**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:

**STEWART TITLE COMPANY OF CALIFORNIA**

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

Name:

Its:

EXHIBIT A

EXHIBIT "A"

LEGAL DESCRIPTION FOR STATION PLAZA  
(FLOWER STREET)-SPA 5

THAT PORTION OF THAT PLAT OF THE CITY LANDS OF CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 2, PAGE 39 OF PATENTS, LYING WITHIN HOPE STREET, 80 FEET WIDE, AND WITHIN SECOND STREET, 60 FEET WIDE, BOTH AS SHOWN ON THE MAP OF MOTT TRACT, RECORDED IN BOOK 14, PAGE 7 OF MISCELLANEOUS RECORDS; AND TOGETHER WITH THOSE PORTIONS OF LOTS 7 THROUGH 10, INCLUSIVE, IN BLOCK R, AS SHOWN ON SAID MOTT TRACT AND LYING WITHIN FLOWER STREET, OF VARIABLE WIDTH, AS SHOWN ON TRACT NO. 21313, FILED IN BOOK 825, PAGES 41 AND 42 OF MAPS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINES OF SAID SECOND STREET AND HOPE STREET, AS SAID INTERSECTION IS SHOWN ON SAID TRACT NO. 21313, THENCE ALONG THE NORTHWESTERLY PROLONGATION OF SAID CENTERLINE OF SECOND STREET, N52°15'58"W 25.84 FEET TO THE POINT OF BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 424.00 FEET, A RADIAL LINE TO SAID TO SAID POINT BEARS S24°56'17"E; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°55'28", AN ARC LENGTH OF 29.04 FEET TO THE NORTHWESTERLY BOUNDARY OF SAID HOPE STREET; THENCE ALONG SAID NORTHWESTERLY BOUNDARY, S37°49'36"W 7.68 FEET; THENCE LEAVING SAID NORTHWESTERLY BOUNDARY, N52°15'58"W 4.76 FEET TO THE POINT OF BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 424.00 FEET, A RADIAL LINE TO SAID POINT BEARS S19°47'32"E; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°26'16", AN ARC LENGTH OF 3.24 FEET; THENCE S19°21'16"E 12.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 436.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°50'30", AN ARC LENGTH OF 82.50 FEET; THENCE S81°29'14"E 54.72 FEET; THENCE S36°30'09"W 32.15 FEET; THENCE S08°28'56"E 20.80 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 113.00 FEET, THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40°37'22", AN ARC LENGTH OF 80.12 FEET ; THENCE N85°38'25"E 31.61 FEET; THENCE N40°07'55"E 174.99 FEET; THENCE S52°10'24"E 6.94 FEET TO SAID CENTERLINE OF HOPE STREET; THENCE ALONG SAID CENTER LINE N37°49'36"E 28.16 FEET TO THE POINT OF THE BEGINNING.

CONTAINS: 15,611 SQUARE FEET, MORE OR LESS.

NOTE:  
THIS LEGAL DESCRIPTION WAS NOT PREPARED FOR ANY PURPOSE THAT WOULD BE IN VIOLATION OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT OR LOCAL ORDINANCES OF THE GOVERNING BODY HAVING JURISDICTION.

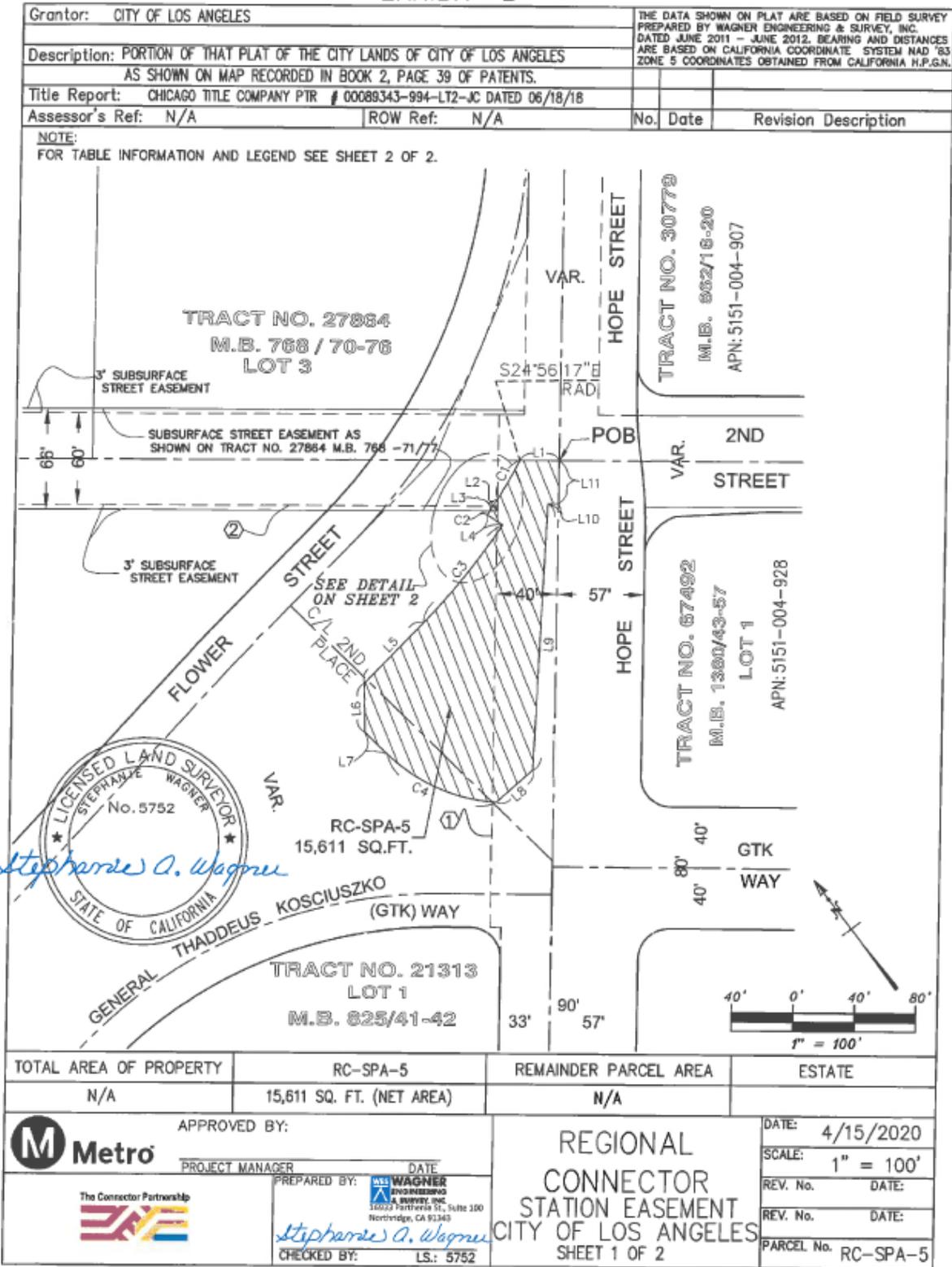
PREPARED BY:

*Stephanie A. Wagner*  
STEPHANIE A. WAGNER, P.L.S. 5752

April 15, 2020  
DATE



EXHIBIT B  
EXHIBIT "B"



## EXHIBIT C

## EXHIBIT "A"

**LEGAL DESCRIPTION FOR STREET VACATION PURPOSES  
(FLOWER STREET AND GENERAL KOSCIUSZKO WAY)**

THOSE PORTIONS OF LOTS 5, 6, 7 AND 14 THROUGH 17, INCLUSIVE IN BLOCK R OF MOTT TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 14, PAGE 7 OF MISCELLANEOUS RECORDS, AND TOGETHER WITH THAT PORTION OF LOT A OF RANGELEY TRACT, FILED IN BOOK 13, PAGE 164 OF MAPS, ALL LYING WITHIN FLOWER STREET, OF VARIABLE WIDTH, AS SHOWN ON TRACT NO. 21313, FILED IN BOOK 825, PAGES 41 AND 42 OF MAPS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF LOT 1 OF SAID TRACT NO. 21313, SAID CORNER BEING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF THIRD STREET, 95.00 FEET WIDE, WITH THE NORTHWESTERLY LINE OF HOPE STREET, 73.00 FEET WIDE, AS SHOWN ON SAID TRACT NO. 21313; THENCE ALONG THE NORTHEASTERLY BOUNDARY OF SAID THIRD STREET THE FOLLOWING COURSES: N52°11'33"W 102.00 FEET TO AN ANGLE POINT THEREOF; S37°48'27"W 11.50 FEET TO AN ANGLE POINT THEREOF; N52°11'33"W 213.65 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 20.00 FEET; NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'59", AN ARC LENGTH 31.42 FEET TO THE BEGINNING OF A COMPOUND CURVE HAVING A RADIUS OF 295.04 FEET IN THE SOUTHEASTERLY BOUNDARY OF SAID FLOWER STREET; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY BOUNDARY AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°18'31", AN ARC LENGTH OF 17.04 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHEASTERLY BOUNDARY AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 84°14'09", AN ARC LENGTH OF 433.77 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 203.00 FEET, A RADIAL LINE TO SAID POINT BEARS S53°33'26"W; THENCE LEAVING SAID SOUTHEASTERLY BOUNDARY OF FLOWER STREET AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°57'38", AN ARC LENGTH OF 99.06 FEET; THENCE N08°28'56"W 9.56 FEET; THENCE N53°29'51"W 33.81 FEET; THENCE S81°29'14"W 89.65 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 340.00 FEET; THENCE WESTERLY AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°41'09", AN ARC LENGTH 259.24 FEET; THENCE S37°48'04"W 32.53 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS: 15,843 SQUARE FEET, MORE OR LESS.

## NOTE:

THIS LEGAL DESCRIPTION WAS NOT PREPARED FOR ANY PURPOSE THAT WOULD BE IN VIOLATION OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT OR LOCAL ORDINANCES OF THE GOVERNING BODY HAVING JURISDICTION.

PREPARED BY:

\_\_\_\_\_  
STEPHANIE A. WAGNER, P.L.S. 5752

\_\_\_\_\_  
DATE

EXHIBIT D

EXHIBIT "B"

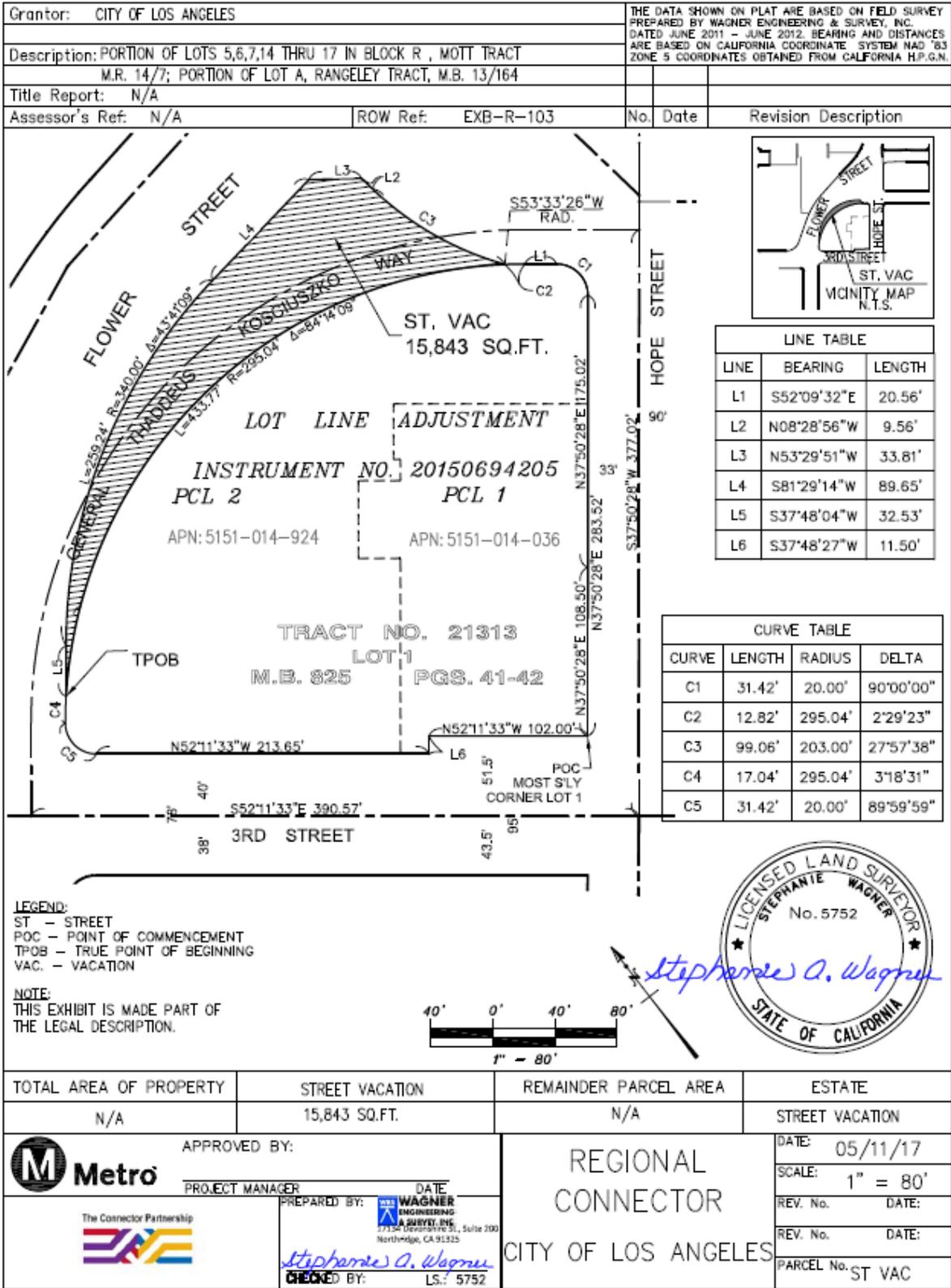


EXHIBIT E

FORM OF QUITCLAIM 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

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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

**QUITCLAIM DEED**

For valuable consideration, receipt of which is hereby acknowledged, **CITY OF LOS ANGELES**, \_\_\_\_\_ (“Grantor”) hereby grants to **LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**, a public entity (“Grantee”) the following described real property in the City of Los Angeles, County of Los Angeles, State of California:

SEE EXHIBIT “A” ATTACHED HERETO

IN WITNESS WHEREOF, the Parties have executed this Quitclaim Deed as of the date first above written.

**GRANTOR:**

**CITY OF LOS ANGELES**

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

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

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

**GRANTEE:**

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

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

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

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

EXHIBIT A

EXHIBIT "A"

LEGAL DESCRIPTION FOR STATION PLAZA  
(FLOWER STREET)-SPA 5

THAT PORTION OF THAT PLAT OF THE CITY LANDS OF CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 2, PAGE 39 OF PATENTS, LYING WITHIN HOPE STREET, 80 FEET WIDE, AND WITHIN SECOND STREET, 60 FEET WIDE, BOTH AS SHOWN ON THE MAP OF MOTT TRACT, RECORDED IN BOOK 14, PAGE 7 OF MISCELLANEOUS RECORDS; AND TOGETHER WITH THOSE PORTIONS OF LOTS 7 THROUGH 10, INCLUSIVE, IN BLOCK R, AS SHOWN ON SAID MOTT TRACT AND LYING WITHIN FLOWER STREET, OF VARIABLE WIDTH, AS SHOWN ON TRACT NO. 21313, FILED IN BOOK 825, PAGES 41 AND 42 OF MAPS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINES OF SAID SECOND STREET AND HOPE STREET, AS SAID INTERSECTION IS SHOWN ON SAID TRACT NO. 21313, THENCE ALONG THE NORTHWESTERLY PROLONGATION OF SAID CENTERLINE OF SECOND STREET, N52°15'58"W 25.84 FEET TO THE POINT OF BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 424.00 FEET, A RADIAL LINE TO SAID TO SAID POINT BEARS S24°56'17"E; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°55'28", AN ARC LENGTH OF 29.04 FEET TO THE NORTHWESTERLY BOUNDARY OF SAID HOPE STREET; THENCE ALONG SAID NORTHWESTERLY BOUNDARY, S37°49'36"W 7.68 FEET; THENCE LEAVING SAID NORTHWESTERLY BOUNDARY, N52°15'58"W 4.76 FEET TO THE POINT OF BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 424.00 FEET, A RADIAL LINE TO SAID POINT BEARS S19°47'32"E; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°26'16", AN ARC LENGTH OF 3.24 FEET; THENCE S19°21'16"E 12.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 436.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°50'30", AN ARC LENGTH OF 82.50 FEET; THENCE S81°29'14"E 54.72 FEET; THENCE S36°30'09"W 32.15 FEET; THENCE S08°28'56"E 20.80 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 113.00 FEET, THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40°37'22", AN ARC LENGTH OF 80.12 FEET ; THENCE N85°38'25"E 31.61 FEET; THENCE N40°07'55"E 174.99 FEET; THENCE S52°10'24"E 6.94 FEET TO SAID CENTERLINE OF HOPE STREET; THENCE ALONG SAID CENTER LINE N37°49'36"E 28.16 FEET TO THE POINT OF THE BEGINNING.

CONTAINS: 15,611 SQUARE FEET, MORE OR LESS.

NOTE:  
THIS LEGAL DESCRIPTION WAS NOT PREPARED FOR ANY PURPOSE THAT WOULD BE IN VIOLATION OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT OR LOCAL ORDINANCES OF THE GOVERNING BODY HAVING JURISDICTION.

PREPARED BY:

*Stephanie A. Wagner*  
STEPHANIE A. WAGNER, P.L.S. 5752

April 15, 2020  
DATE



**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 validity of that document.

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)

EXHIBIT F  
FORM OF QUITCLAIM 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

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Public Agency - No Tax Statement

**QUITCLAIM DEED**

For valuable consideration, receipt of which is hereby acknowledged, **CITY OF LOS ANGELES**, \_\_\_\_\_ (“Grantor”) hereby grants to **LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**, a public entity (“Grantee”) the following described real property in the City of Los Angeles, County of Los Angeles, State of California:

SEE EXHIBIT “A” ATTACHED HERETO

IN WITNESS WHEREOF, the Parties have executed this Quitclaim Deed as of the date first above written.

**GRANTOR:**

**CITY OF LOS ANGELES**

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

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

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

**GRANTEE:**

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

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

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

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

EXHIBIT A  
EXHIBIT "A"

**LEGAL DESCRIPTION FOR STREET VACATION PURPOSES  
(FLOWER STREET AND GENERAL KOSCIUSZKO WAY)**

THOSE PORTIONS OF LOTS 5, 6, 7 AND 14 THROUGH 17, INCLUSIVE IN BLOCK R OF MOTT TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 14, PAGE 7 OF MISCELLANEOUS RECORDS, AND TOGETHER WITH THAT PORTION OF LOT A OF RANGELEY TRACT, FILED IN BOOK 13, PAGE 164 OF MAPS, ALL LYING WITHIN FLOWER STREET, OF VARIABLE WIDTH, AS SHOWN ON TRACT NO. 21313, FILED IN BOOK 825, PAGES 41 AND 42 OF MAPS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

**COMMENCING** AT THE MOST SOUTHERLY CORNER OF LOT 1 OF SAID TRACT NO. 21313, SAID CORNER BEING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF THIRD STREET, 95.00 FEET WIDE, WITH THE NORTHWESTERLY LINE OF HOPE STREET, 73.00 FEET WIDE, AS SHOWN ON SAID TRACT NO. 21313; THENCE ALONG THE NORTHEASTERLY BOUNDARY OF SAID THIRD STREET THE FOLLOWING COURSES: N52°11'33"W 102.00 FEET TO AN ANGLE POINT THEREOF; S37°48'27"W 11.50 FEET TO AN ANGLE POINT THEREOF; N52°11'33"W 213.65 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 20.00 FEET; NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'59", AN ARC LENGTH 31.42 FEET TO THE BEGINNING OF A COMPOUND CURVE HAVING A RADIUS OF 295.04 FEET IN THE SOUTHEASTERLY BOUNDARY OF SAID FLOWER STREET; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY BOUNDARY AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°18'31", AN ARC LENGTH OF 17.04 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHEASTERLY BOUNDARY AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 84°14'09", AN ARC LENGTH OF 433.77 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 203.00 FEET, A RADIAL LINE TO SAID POINT BEARS S53°33'26"W; THENCE LEAVING SAID SOUTHEASTERLY BOUNDARY OF FLOWER STREET AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°57'38", AN ARC LENGTH OF 99.06 FEET; THENCE N08°28'56"W 9.56 FEET; THENCE N53°29'51"W 33.81 FEET; THENCE S81°29'14"W 89.65 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 340.00 FEET; THENCE WESTERLY AND SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°41'09", AN ARC LENGTH 259.24 FEET; THENCE S37°48'04"W 32.53 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS: 15,843 SQUARE FEET, MORE OR LESS.

**NOTE:**

THIS LEGAL DESCRIPTION WAS NOT PREPARED FOR ANY PURPOSE THAT WOULD BE IN VIOLATION OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT OR LOCAL ORDINANCES OF THE GOVERNING BODY HAVING JURISDICTION.

PREPARED BY:

\_\_\_\_\_  
STEPHANIE A. WAGNER, P.L.S. 5752

\_\_\_\_\_  
DATE

**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 validity of that document.

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)

EXHIBIT "D"

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 ("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: \_\_\_\_\_

**CITY OF LOS ANGELES**

Signature: \_\_\_\_\_

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

Its: \_\_\_\_\_

EXHIBIT "G"

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the real property conveyed by the foregoing Quitclaim Deed from **CITY OF LOS ANGELES**, \_\_\_\_\_, 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 Quitclaim Deed by its duly authorized officer.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020

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