

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

May 16, 2026

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian

SUBJECT: **APPROVAL OF AN EASEMENT AGREEMENT WITH HOLLAND CARING ECHO VENTURE, LLC, FOR CRANE SWING AND TIEBACK WORK AT THE EDENDALE BRANCH LIBRARY**

A. RECOMMENDATIONS:

THAT the Board of Library Commissioners (Board):

1. Approve the Crane Swing and Tieback Easement Agreement, substantially in the form on file, with Holland Caring Echo Venture, LLC, to (a) swing a tower crane boom over and across the airspace above the Edendale Branch Library, and (b) install a temporary tieback anchor system beneath the surface of the Edendale Branch Library.
2. Authorize the City Librarian to execute the Crane Swing and Tieback Easement Agreement upon completion of all required approvals.
3. Authorize the Chief Accounting Employee of the Library to create a new sub-account in Fund 831 to deposit and expend funds related to the operation and maintenance of the Edendale Branch Library.
4. Authorize the City Librarian and the City Attorney to make technical and clerical corrections, if needed, to the Crane Swing and Tieback Easement Agreement.
5. Adopt the attached Resolution regarding the Crane Swing and Tieback Easement Agreement with Holland Caring Echo Venture, LLC, for work at the Edendale Branch Library.

B. BACKGROUND:

1. Holland Caring Echo Venture, LLC (Developer) is the owner and developer of certain real property located in the City of Los Angeles (City) commonly known as 1911-1929 and 1931 Sunset Blvd. (Development Property) and more particularly described in Exhibit A of the proposed Crane Swing and Tieback Easement Agreement.
2. The City is the owner of the real property located adjacent to the Development Property, commonly known as the Edendale Branch Library located at 2011 W. Sunset Blvd. (City Property) and more particularly described in Exhibit B of the proposed Tieback Agreement.

3. The Developer plans to construct a new six-story mixed-use building consisting of residential and retail spaces, subterranean parking and amenities (Project) on the Development Property. In conjunction with the development of the Project, the Developer proposes to swing a tower crane boom over and across the airspace above the City Property (Crane), and to install a tieback anchor system underneath the surface of a portion of the City Property (Tieback Area).
4. The City and the Developer desire to enter into this Crane Swing and Tieback Easement Agreement to set forth the terms and conditions pursuant to which the Developer and its representatives shall be permitted to operate the Crane in the air space above the City Property during the construction of the Project, and the terms and conditions pursuant to which the Developer and its representatives shall be permitted to insert and maintain tieback rods beneath the surface of the City Property in the Tieback Area.
5. The term of the temporary easement will expire by December 1, 2028, and in the event a final certificate of occupancy has not been issued for the Project, the expiration date shall be automatically extended for an additional six months. The Developer will provide a payment in the amount of \$20,000 to the Library within thirty (30) days of the execution of the Crane Swing and Tieback Easement Agreement.
6. Developer shall detension and remove all portions of the Tieback Work within the top twenty (20) feet of the City Property's surface elevation on or before completion of the Project. For each tieback anchor that remains within the top twenty (20) feet of the surface elevation, the Developer shall pay the City a fee of \$5,000. All of the activities specified in this Section shall be performed or reimbursed by the Developer at its sole expense.
7. Library staff requests authority to create a new sub-account in Fund 831 to deposit funds and expend funds, including payments from the Developer, related to the operation and maintenance of the Edendale Branch Library.
8. The Crane Swing and Tieback Easement Agreement has been reviewed by the City Attorney.

Attachments

Project Managers: Cynthia Smith, Acting Director of Facilities and Event Management

Prepared by: Claudia Aguilar, Senior Management Analyst

Reviewed by: Madeleine M. Rackley, Business Manager
Susan Broman, Assistant City Librarian

LIBRARY RESOLUTION NO. 2026-XX (C-XX)

WHEREAS, Holland Caring Echo Venture, LLC (Developer) is the owner and developer of certain real property located in the City of Los Angeles (City) commonly known as 1911-1929 and 1931 Sunset Blvd. (Development Property) and more particularly described in Exhibit A of the proposed Crane Swing and Tieback Easement Agreement;

WHEREAS, the City is the owner of the real property located adjacent to the Development Property, commonly known as the Edendale Branch Library located at 2011 W. Sunset Blvd. (City Property) and more particularly described in Exhibit B of the proposed Crane Swing and Tieback Easement Agreement;

WHEREAS, the Developer plans to construct a new six-story mixed-use building consisting of residential and retail spaces, subterranean parking and amenities (Project) on the Development Property. In conjunction with the development of the Project, the Developer proposers to swing a tower crane boom over and across the airspace above the City Property (Crane) and to install a tieback anchor system underneath the surface of a portion of the City Property (Tieback Area);

WHEREAS, the City and the Developer desire to enter into this Crane Swing and Tieback Easement Agreement to set forth the terms and conditions pursuant to which the Developer and its representatives shall be permitted to operate the Crane in the air space above the City Property during the construction of the Project; and the terms and conditions pursuant to which the Developer and its representatives shall be permitted to insert and maintain tieback rods beneath the surface of the City Property in the Tieback Area;

WHEREAS, the term of the temporary easement will expire by December 1, 2028, and in the event a final certificate of occupancy has not issued for the Project, the expiration date shall be automatically extended for an additional six months. The Developer will provide payment in the amount of \$20,000 to the Library within thirty (30) days of the execution of the Crane Swing and Tieback Easement Agreement; and

WHEREAS, any tieback rods or anchors that are abandoned in-place (due to inability to be removed) must be detensioned. For each tieback anchor that remains within the top twenty (20) feet of the surface elevation, the Developer shall pay the City a fee of \$5,000. All of the activities specified in this Section shall be performed by Developer at its sole expense.

THEREFORE, BE IT RESOLVED, that the Board adopts the recommendations and findings of the City Librarian's Board Report and approves the Crane Swing and Tieback Easement Agreement; and

FURTHER RESOLVED, that the Board hereby authorizes the City Librarian to execute the Crane Swing and Tieback Easement Agreement upon completion of all required approvals;

FURTHER RESOLVED, that the Board hereby authorizes the Chief Accounting Employee to create a sub-account in Fund 831 to deposit and expend funds, including payments from the Developer, related to the operation and maintenance of the Edendale Branch Library; and

FURTHER RESOLVED, that the Board hereby authorizes the City Librarian and the City Attorney to make technical and clerical corrections, if needed, to the Crane Swing and Easement Tieback Agreement.

This is a true copy:

Lynda Achi
Secretary to the Board

Adopted by the following votes:

AYES:

NOES:

ABSENT:

After Recording Return To:

Chris Riha
Oregon Law Group, P.C.
Suite 404
1675 SW Marlow Avenue
Portland, OR 97225

CRANE SWING AND TIEBACK EASEMENT AGREEMENT

This Crane Swing and Tieback Easement Agreement ("**Agreement**") is made as of May ____, 2026 by and between the City of Los Angeles acting through its Facilities Division, Library Department ("**City**") and 1911 West Sunset Owner, LLC, a Delaware limited liability company ("**Developer**").

RECITALS

1. Developer owns that certain real property located in the City of Los Angeles, California, commonly known as 1911-1929 and 1931 Sunset Blvd., Los Angeles, California and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("**Development Property**").

2. City is the owner of the real property located adjacent to the Development Property, commonly known as the Edendale Branch Library located at 2011 Sunset Blvd., Los Angeles, California and more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference (together with the improvements thereon, the "**City Property**").

3. Developer plans to construct a new six-story mixed-use building consisting of residential and retail spaces, and subterranean parking and amenities (the "**Project**") on the Development Property.

4. In conjunction with the development of the Project, Developer proposes to swing a tower crane boom (the "**Crane**" over and across the airspace above the City Property in the Temporary Crane Easement Area (defined below), and (b) to install a temporary tieback anchor system underneath the surface of a portion of the City Property ("**Tieback Area**"). The crane type, installation, height restrictions, intrusion limitations and load restrictions for the use of the Crane shall be as agreed to by and between the Developer and City and at all times shall be in compliance with all applicable laws, rules and regulations (the "**Crane Operation Plan**")

5. Construction of the Project will also require Developer to construct shoring walls through the use of tiebacks, soil anchors or similar construction techniques which will extend into the City's Property below grade.

6. This Agreement sets forth the terms under which the City will grant to Developer a Temporary Crane Easement (as defined below) and a Tieback Easement (as defined below).

AGREEMENT

1. Crane Easement

1.1. Grant of Temporary Crane Easement. City hereby grants and conveys to Developer a temporary, above-ground easement (the "**Temporary Crane Easement**") to allow the Crane to operate in the air space above the City Property as generally depicted on Exhibit C attached hereto during the construction of the Project (the "**Temporary Crane Easement Area**"). Nothing in this Easement shall be deemed to give Developer any rights on or below the surface of the City Property for any purpose, except as otherwise specifically set forth herein.

1.2. Crane Use Standards. The installation and use of a Crane shall be substantially as described in the Crane Operation Plan, which will at all times include the following provisions:

(a) at no time shall the Crane be used in a manner such that loads extending from the Crane's jib/boom will at any time traverse or be located within the airspace of the City Property;

(b) the Crane shall not be used to load or unload any materials on the City Property;

(c) the Crane boom shall not be parked over the City Property except for intermittent, short periods not to exceed thirty (30) minutes except on an occasional basis, provided, however, that when unattended, the Crane boom may swing freely, which shall not be considered operation or parking of the Crane;

(d) Developer (or its contractor, or sub-contractors) shall at all times use prudent construction practices, and shall insure that no debris of any nature whatsoever falls onto or is otherwise placed onto the City Property from operation of the Crane or from any other activity related to the construction of the Project;

(e) Developer shall immediately clean up any debris or other material falling onto or otherwise becoming located on the City Property from the operation of the Crane (or from any other activity related to the construction of the Project) and shall be responsible for, and shall indemnify, defend and hold harmless the City from, any damage caused thereby, including damage or personal injury to persons; and

(f) operation of the Crane shall not result in any unreasonable danger to persons or property located on the City Property and shall not unreasonably annoy or disturb any tenant or occupant of the City Property, including by generating excessive noise or vibration.

Each party shall work in good faith to develop and mutually approve a Crane Operation Plan prior to Developer's anticipated start of construction for the Project. Either party hereto may from time to time propose material changes to the Crane Operation Plan, subject to the approval of the non-proposing parties. Each party agrees that it will not unreasonably withhold, delay or condition its approval to any change to the Crane Operation Plan that does not (i) adversely affect the structural support of the Developer Property or the City Property, as applicable, (ii) result in any increased cost or expense to be borne by the non-proposing party, (iii) result in a diminution in the value of the Developer Property or the City Property, as applicable, or (iv) increase the risk of damage or bodily harm to property or persons on the Developer Property or the City Property, as applicable. Failure to materially comply with the Crane Operation Plan (other than for a reason that constitutes a Force Majeure (as defined below)) shall constitute a default. Either party may give to the other party written notice of a default, which notice must specify the nature of the default in reasonable detail. Said party shall be entitled to terminate the Temporary Crane Easement if the defaulting party fails to cure the default within fifteen (15) days after receipt of the written notice (or such longer period of time if the defaulting party is unable to cure said default within said 15-day period so long as it has commenced its cure within said 15-day period and is diligently and in good faith attempting to cure said default), provided that in the event of a default resulting in immediate risk of material harm to persons or property, the Temporary Crane Easement may be terminated effective immediately upon notice.

1.3. Crane Operator. Developer shall, or through its respective general contractor shall, retain a crane operator to install, operate, and dismantle the Crane that has at least the following qualifications: (a) has been in business for a period of at least five (5) years, (b) has not had any claims as a result of prior operations within the prior three (3) year period that are not covered by insurance (excepting therefrom, normal deductibles in the crane industry), and (c) maintains liability insurance at least equal to that required in Section 6.

1.4. Expiration of Temporary Crane Easements. The Temporary Crane Easement shall expire upon the earliest to occur of (i) December 1, 2028; (ii) completion of the construction of the Project, as evidenced by a final certificate of occupancy issued for the Project; or (iii) the permanent dismantling and removal of the Crane by Developer ("**Expiration Date**"); provided, however that the Expiration Date arising as a result of subparagraphs (i) or (ii) immediately above shall be extended one day for each day on which a Force Majeure exists or is continuing. In the event a final certificate of occupancy has not been issued for the Project by December 1, 2028 and Developer is diligently and continuously pursuing the completion of the Project, the Expiration Date shall be automatically extended for six (6) additional months. For purposes of this Agreement, "**Force Majeure**" shall mean acts of God, military authorities or the public enemy; riots, war, acts of terrorism or insurrection; adverse weather, including floods and earthquakes; damage to or destruction of the Project and the restoration and construction thereof; and strikes.

1.5. Reservation of Rights. City reserves for itself and its successors and assigns the right to use the Temporary Crane Easement Area and the remainder of the City Property for any lawful use not inconsistent with the Temporary Crane Easement, so long as such use shall not materially interfere with or materially impair the installation and use of the Crane by Developer prior to the Expiration Date.

2. Tieback Easement

2.1. Tieback and Shoring Wall Easement on City's Property. City hereby grants and conveys to Developer a temporary easement for installation of a temporary tieback system in the subterranean Tieback Area (the "**Tieback Easement**"), all in accordance with the building permits and plans approved by the City Department of Building Services (the "**Tieback Work**"). To the extent that entry upon the City's Property is necessary to perform the Tieback Work, City hereby consents to Developer, its employees, consultants, contractors, subcontractors, and agents temporarily entering on and under the City Property to the extent necessary to perform the Tieback Work. The Tieback Work shall be done at the sole cost, liability and expense of Developer and its agents, employees and independent contractors and shall comply with all applicable law in all material respects and conform in all material respects to the drawings approved in conjunction with the issuance of the shoring permit issued for the Project. Developer shall use commercially reasonable efforts to ensure that the Tieback Work shall be conducted in a fashion not to damage the City Property. Developer shall be liable for, and shall promptly repair damage to, the City's Property at Developer's sole cost and expense.

2.2. Conduct of Tieback Work. All Tieback Work shall be done under the supervision of a licensed contractor and the continuous inspection of a City certified building inspector and a representative from the licensed geotechnical engineering firm of record for the Project. No construction activities associated with the Tieback Work may be undertaken between the hours of 9:00 p.m. and 7:00 a.m. Monday through Friday, between 6:00 p.m. and 8:00 a.m. on Saturday, or at any time on Sunday.

2.3. Detension Tiebacks. Developer shall detension and remove all portions of the Tieback Work within the top 20 feet of the City Property's surface elevation on or before completion of the Project, as evidenced by final certificate of occupancy issued for the Project. If there are portions of the tieback system that are not removed, Developer will provide City with As-Built plans depicting the locations of any remaining tieback anchors and such remaining tieback anchors shall be deemed to be abandoned in-place and City may remove, destroy, cut through all portions thereto. For each tieback anchor that remains within the top 20 feet of the City Property's surface elevation after the Tieback Expiration Date (defined below), Developer shall pay a fee of five thousand dollars (\$5,000). All of the activities, including any and all expenses incurred by City in removing and/or disposing of the remaining tieback system specified in this Section shall be performed (or reimbursed) by Developer at its sole expense.

2.4. Tieback Easement Term. The Term of the Tieback Easement shall begin on the date of this Agreement and shall expire upon the completion of the Project as evidenced by the issuance of a final certificate of occupancy for the Project ("**Tieback Expiration Date**").

3. Construction Covenants/Insurance. Developer covenants that, in the installation, operation, and dismantling of the Crane under the applicable Temporary Crane Easement and the installation of the Tieback Work under the Tieback Easement it shall (i) obtain, prior to the commencement of any construction and work, all necessary federal, state and municipal permits, licenses and approvals; (ii) comply in all material respects with all applicable federal, state, and local laws, regulations, and ordinances and with the terms and conditions of all permits and approvals applicable thereto; (iii) perform all such construction in a safe and workmanlike manner; (iv) perform all such work in such a way as to minimize interference with the operation and use of the City Property, including, without limitation, the normal business operations of tenants and

occupants of the City Property; (v) maintain workers' compensation insurance in form and amount as is required by law during all such periods of construction and work; (vi) keep the City Property free and clear of all liens, charges, and other monetary encumbrances arising out of its use of the Temporary Crane Easement or the Tieback Easement, and in the event any such encumbrances arise out of or result from Developer's use of the Temporary Crane Easement or the Tieback Easement, Developer covenants that it shall diligently pursue the release of such encumbrances through payment, endorsement, bonding or other means acceptable to City. Developer will maintain and/or cause any agent, contractor or other representative of Developer to maintain insurance as required pursuant to Section 6 hereof.

4. Compensation. Within thirty (30) days of the date of this Agreement, Developer shall deliver to the Library Department, Facilities Division, a payment in the amount of twenty thousand dollars (\$20,000) ("**Payment**") which shall constitute consideration for the entire term of the Agreement. Payment shall be non-refundable to the Developer and shall belong to and be retained by the City in consideration of the temporary easements issued herein.

5. Indemnification; Hold Harmless. Developer shall indemnify, defend, protect and hold harmless City from and against any and all third-party claims for property damage and third-party claims for damage for personal injury to the extent caused by the Tieback Work, including tieback installation/detensioning and related activities performed by Developer, its agents, employees and independent contractors, including, but not limited to, any damage to existing trees and vegetation at the City Property; provided, however, Developer shall have no obligation to indemnify City for any claims to the extent arising out of or caused by the recklessness, or willful misconduct of City or its agents, employees, contractors, tenants, licensees, invitees successors or assigns.

6. Insurance. Developer shall procure and keep in force during the term of this Agreement a commercial general liability insurance policy, insuring against claims for bodily injury, personal injury and property damage occurring in, on or about the City Property as a result of the Tieback Work and Crane. Such commercial general liability insurance shall afford, at a minimum, the following limits: each occurrence: five million dollars (\$5,000,000); general aggregate: ten million dollars (\$10,000,000). Such commercial general liability insurance shall name City, City's property manager, and such other parties identified by the City as having an interest in the City Property, named as additional insureds. Upon the request of City, Developer shall furnish to City, from the insurance companies, or cause the insurance companies to furnish, certificates of coverage. All policies required to be carried by Developer hereunder shall be issued by and binding upon an insurance company licensed to do business in California. City shall be furnished a Certificate of Insurance evidencing the foregoing coverage prior to the commencement of any Tieback Work or any use of the Crane within the Temporary Crane Easement Area. Any policy which provides the insurance required under this Section 6 shall contain a waiver of any rights of subrogation. Nothing herein shall limit the rights and obligations of the parties under other provisions of this Agreement. Nothing herein shall be construed as limiting, waiving or releasing Developer's obligation to maintain insurance coverage required under any other agreement now existing or hereafter entered into by the parties. Prior to the commencement of any Tieback Work or any use of the Crane within the Temporary Crane Easement Area, and from time to time upon request of the City, Developer shall furnish City a Certificate of Insurance evidencing the foregoing. Said copies of policies or certificates evidencing such coverage, which policies or

certificates shall state that such coverage may not be reduced, canceled or allowed to expire without at least thirty (30) days' prior written notice to the City.

7. Timing of Work; Notice. Developer anticipates that the Tieback Work and the erection of the Crane will commence in or around July 2026, that the Tieback Work will take approximately twelve (12) months to complete, and that the Crane will be in use for approximately twelve (12) months. Developer shall provide written notice of commencement of work to City not less than fifteen (15) calendar days prior to the commencement of the Tieback Work or erection of the Crane.

8. Term and Termination. Developer shall confirm the termination of the Temporary Crane Easement and the Tieback Easement by executing a termination of this Agreement and/or a quitclaim deed executed by Developer, and recording the same in the official property records of Los Angeles County, California (the "**Official Records**"). If not earlier terminated or otherwise extended by either the recording of a termination or amendment in the Official Records or as provided in Section 1.4 above, the Temporary Crane Easement shall automatically terminate pursuant to the terms of Section 1.4.

9. Movement Monitoring Program. The Edendale Branch Library on City Property is an historic building that is particularly vulnerable to damage from construction-induced movement. The following Developer's Movement Monitoring Program is designed to protect such vulnerabilities.

9.1. Prior to the commencement of any Tieback Work, Developer's engineers shall implement a movement monitoring program to monitor the structural integrity of the Project, install movement and settlement survey points at appropriate points, and calculate a safe maximum movement value for any structures on the City Property in accordance with requirements of the building permits issued by the City for the Project (the "**Building Permits**"). Developer's engineers must be licensed by the State of California and the State-licensed personnel shall monitor and log the movement and settlement survey points in accordance with the requirements of the Building Permits. The City, including the Department of Building and Safety shall be permitted to inspect all work pursuant to the Building Permits, and all associated costs shall be paid by Developer.

9.2. In the event the movement of any structures on the City Property exceeds any allowable thresholds pursuant to the Building Permits, the City shall be notified immediately, and all work related to the Tieback Work shall immediately cease. Developer shall then immediately submit a mitigation plan to the City's Department of Building and Safety for review and approval and such mitigation plan must be approved before excavation work and all work related to the Tieback Work may recommence in accordance with the terms of the Building Permits.

9.3. After completion of the Tieback Work or upon termination of the Agreement, Developer shall remove all equipment and materials placed or installed on the City Property as part of the required monitoring system. If installation, removal or operation of any portion of such monitoring system damages any portion of the City Property, Developer shall repair at Developer's sole cost and expense, such mitigation plan damage upon either the earlier of: (a) termination of the Agreement, or (b) after completion of the Project, as evidenced by a final certificate of occupancy issued for the Projector. Such repair work shall include the repainting of any structure on which

movement or settlement monitoring points were painted. If Developer fails to repair any damages and restore the City Property to its prior condition caused in connection with the Agreement within a reasonable period of time, City may make or cause to be made such repairs. After delivering evidence of the cost of such repairs to Developer, Developer will reimburse the City for all costs associated with those repairs. Developer will deliver such reimbursement within thirty (30) days after receiving reasonable evidence of the amount of such repair costs. Developer's obligations under this Section 9 shall survive termination of this Agreement.

10. Miscellaneous.

10.1. Relationship of Parties. It is understood that the contractual relationship between the City and Developer is such that Developer is an independent contractor and not the agent of City.

10.2. Binding Effect. The parties intend that the provisions of this Agreement shall constitute covenants which shall run with the City Property and that the burdens and benefits thereof shall bind and inure to the benefit of all successors-in-interest, heirs, representatives, and assigns to the parties hereto. It is the intent of the parties that this Agreement be interpreted as an easement.

10.3. Notices

All written notices and demands of any kind which either party may be required or may desire to serve on the other in connection with this Agreement may be served by personal service or by registered or certified mail. Any such notice or demands served by registered or certified mail shall be deposited in the United States mail with postage thereon fully prepaid, addressed to the party to be served and delivered to the party as follows:

If to Developer:

1911 West Sunset Owner, LLC
c/o Holland Partner Group
808 Washington Street, Suite 500
Vancouver, WA 98660 Attn: Legal Notices

With a copy to:

c/o Holland Partner Group
5000 E. Spring Street, Suite 500
Long Beach, CA 90815
Attn: George Elum

If to City:

City of Los Angeles
c/o Facilities Division, Library Department
Los Angeles Public Library

630 W. 5th Street, 4th Floor
Los Angeles, California 90071

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, California 90012
Telephone: (213) 978-8175

Service of notice hereunder shall be deemed complete on the date of actual delivery as shown by the certified or registered receipt or upon expiration of the second day after the date of mailing, whichever is earlier. Any party may, by notice in writing served upon the other party as aforesaid, designate a different mailing address or a different person to whom all notices and demands are thereafter to be addressed.

10.4. Waivers. Waiver by any party hereto of any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or different character.

10.5. Assignment. This Agreement shall not be severable from Developer's interest in the Development Property. Any transfer of the Development Property or Developer's interest therein shall automatically operate to transfer the benefits and burdens of this Agreement.

10.6. Authority. Each party warrants and represents that each person executing this Agreement to the other party that the person(s) signing this Agreement on behalf of each party have full power and authority to enter into this Agreement and to perform its obligations hereunder.

10.7. Counterparts and Fax Signature This Agreement may be executed and delivered in counterparts, which together shall constitute one single binding and enforceable agreement.

10.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without application of its choice of law principles.

10.9. Time of Essence. Time is of the essence in respect to all provisions of this Agreement in which a definite time-period of performance is specified.

[Signature(s) begin on next page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

“City”

City of Los Angeles, acting by
and through its Library Department

By: _____
JOHN F. SZABO
City Librarian
Los Angeles Public Library
Date: _____

Attest:

By: _____
LYNDA ACHI
Secretary of the Board
Date: _____

Attest:

PATRICE LATTIMORE, City Clerk

By: _____
Title: _____
Date: _____

Approved as to form:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
ANNETTE R. BOGNA
Deputy City Attorney
Date: _____

STATE OF CALIFORNIA

)

) ss:

COUNTY OF _____

)

On _____ before me, _____ (here insert name of the officer), Notary Public, 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.

Notary Public

[Seal]

“Developer”

1911 West Sunset Owner, LLC,
a Delaware limited liability company

By: HOLLAND CARING ECHO VENTURE, LLC,
a Delaware limited liability company

By: HPG Echo Park II, LLC,
a Washington limited liability company,
its Operations Member

By: Holland Partner Group Management, Inc.,
a Delaware corporation,
its Manager

By: _____
Name: _____
Title: _____
Date _____

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____ before me, _____ (here insert name of the officer), Notary Public, 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.

Notary Public

[Seal]

EXHIBIT "A" DEVELOPMENT PROPERTY

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

PARCEL 1:

THE SOUTHERLY 140 FEET OF LOT 4 OF LAKE SIDE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOT 3 OF THE LAKE SIDE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF SAID LOT, DISTANT NORTHWESTERLY THEREON, 12 FEET 10 INCHES FROM THE NORTHEASTERLY CORNER OF SAID LOT; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT, A DISTANCE OF 28 FEET; THENCE WESTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT, A DISTANCE OF 40 FEET TO SAID WESTERLY LINE; THENCE NORTHERLY ALONG SAID WESTERLY LINE, 60.20 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE THEREOF, 52.31 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 3:

LOT 2 OF THE LAKE SIDE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDER IN BOOK 6, PAGE 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO THAT PORTION OF LOT 1 OF SAID TRACT, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT; THENCE EASTERLY ALONG THE SOUTHERLY LINE THEREOF, 50 FEET; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID LOT TO THE SOUTHERLY LINE OF RESERVOIR STREET; THENCE NORTHWESTERLY ALONG SAID LINE TO THE MOST NORTHERLY CORNER OF SAID LOT; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT TO THE POINT OF BEGINNING.

PARCEL 4:

LOTS 4 AND 5A OF LAKE SIDE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE SOUTH 140 FEET OF SAID LOT 4.

PARCEL 5:

THAT PORTION OF LOT 3 OF LAKE SIDE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF SAID LOT, DISTANT NORTHWESTERLY THEREON 12 FEET AND 10 INCHES FROM THE NORTHEASTERLY CORNER OF SAID LOT; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT, 28 FEET; THENCE WESTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT, 40 FEET TO THE WESTERLY LINE OF SAID LOT; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT, 60.20 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT; THENCE SOUTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 52.31 FEET MORE OR LESS, TO THE POINT OF BEGINNING.

APN: 5404-001-007, 5404-001-034

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

THE NORTHEASTERLY 49.50 FEET OF LOT 5 OF THE LAKE SIDE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN 5404-001-008

EXHIBIT "B" CITY PROPERTY

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

PARCEL 1:

THE WEST 6 INCHES OF LOT(S) 5, AND ALL OF LOTS 6 AND 6 "A", OF LAKE SIDE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6 PAGE(S) 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5404-001-900, & PTN OF. 5404-001-905

PARCEL 2:

THOSE PORTIONS OF LOT(S) 14A AND 15A OF LAKE SIDE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6 PAGE(S) 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF SAID LOT 15A AT THE INTERSECTION OF SAID NORTHEASTERLY LINE WITH A LINE WHICH IS PARALLEL WITH AND DISTANT 10 FEET WESTERLY, AT RIGHT ANGELES FROM THE WESTERLY LINE OF LOT 5A OF SAID LAKE SIDE TRACT; THENCE SOUTH 11° 24' EAST ALONG SAID PARALLEL LINE 82.99 FEET TO THE NORTHWESTERLY LINE OF LOT 6A OF SAID LAKE SIDE TRACT; THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 26° 54' 30" WEST TO THE MOST SOUTHERLY CORNER OF SAID LOT 14A; THENCE NORTHERLY IN A DIRECT LINE TO THE POINT OF BEGINNING.

APN: PTN OF. 5404-001-905

PARCEL 3:

THOSE PORTIONS OF LOT(S) 14A AND 15A OF THE LAKE SIDE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6 PAGE(S) 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 15A; THENCE NORTH 62° 27' WEST, ALONG THE NORTHEASTERLY LINE THEREOF 12.86 FEET TO A LINE WHICH IS PARALLEL WITH 10 FEET WESTERLY, MEASURED AT RIGHT ANGLES FROM THE WESTERLY LINE OF LOT 5A, SAID LAKE SIDE TRACT; THENCE SOUTH 11° 24' EAST, ALONG SAID PARALLEL LINE, 82.99 FEET TO THE NORTHWESTERLY LINE OF LOT 6A, SAID LAKE SIDE TRACT; THENCE NORTH 26° 54' 30" EAST, ALONG SAID NORTHWESTERLY LINE, 16.13 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 6A; THENCE NORTH 11° 24' WEST, ALONG THE WESTERLY LINE OF SAID LOT 5A, A DISTANCE OF 60.30 FEET TO THE POINT OF BEGINNING.

APN: PTN OF. 5404-001-905

PARCEL 4:

LOT(S) 7 OF THE LAKESIDE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6 PAGE(S) 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5404-001-901

PARCEL 5:

LOT(S) 8 OF THE LAKESIDE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6 PAGE(S) 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5404-001-902

PARCEL 6:

LOT(S) 12 OF LAKESIDE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6 PAGE(S) 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5404-001-903

PARCEL 7:

LOT(S) 13-A OF LAKESIDE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6 PAGE(S) 42 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5404-001-904

EXHIBIT "C" TEMPORARY CRANE EASEMENT AREA

[SEE ATTACHED EXHIBIT C]

Exhibit C

Temporary Crane Swing Area

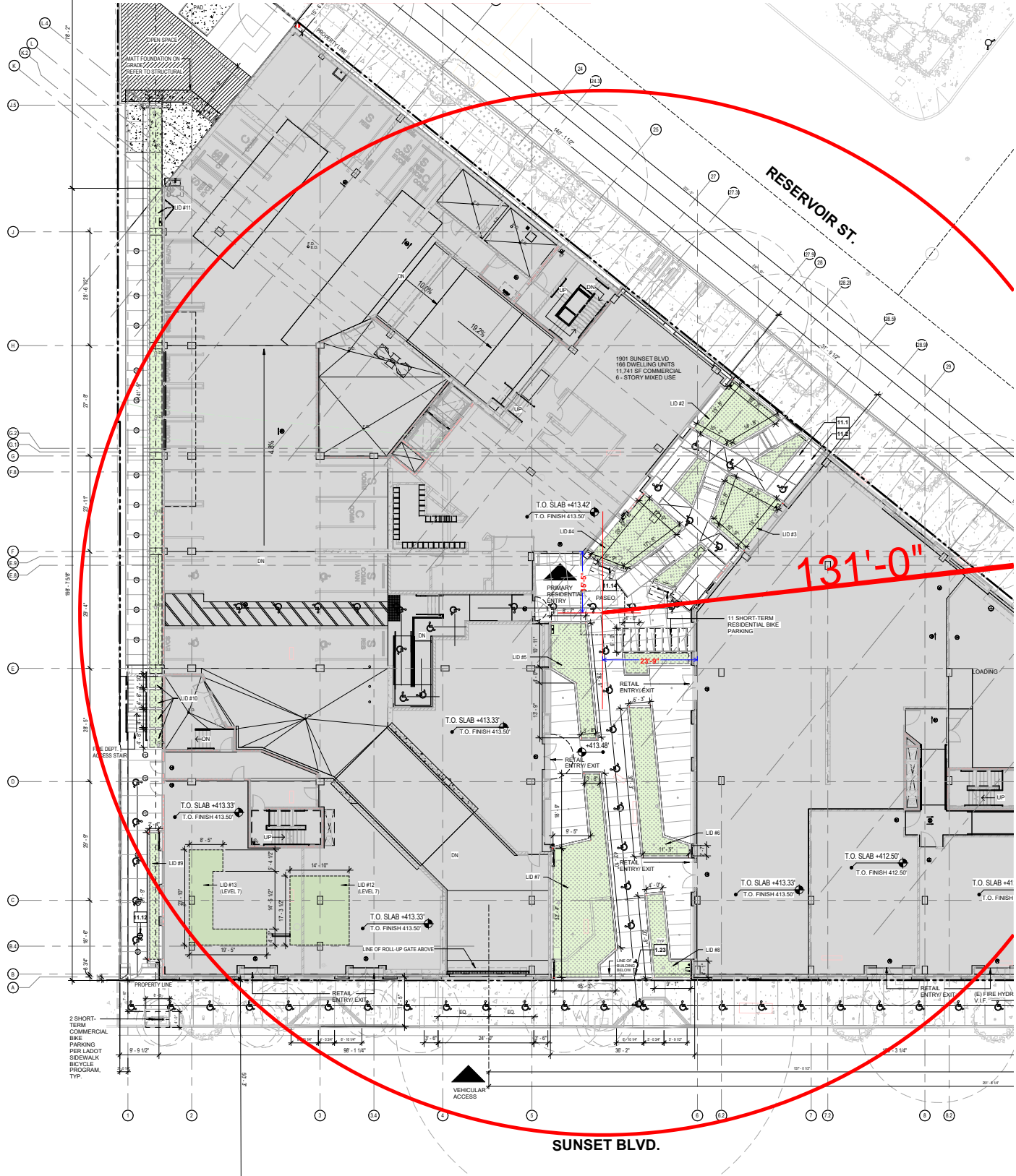
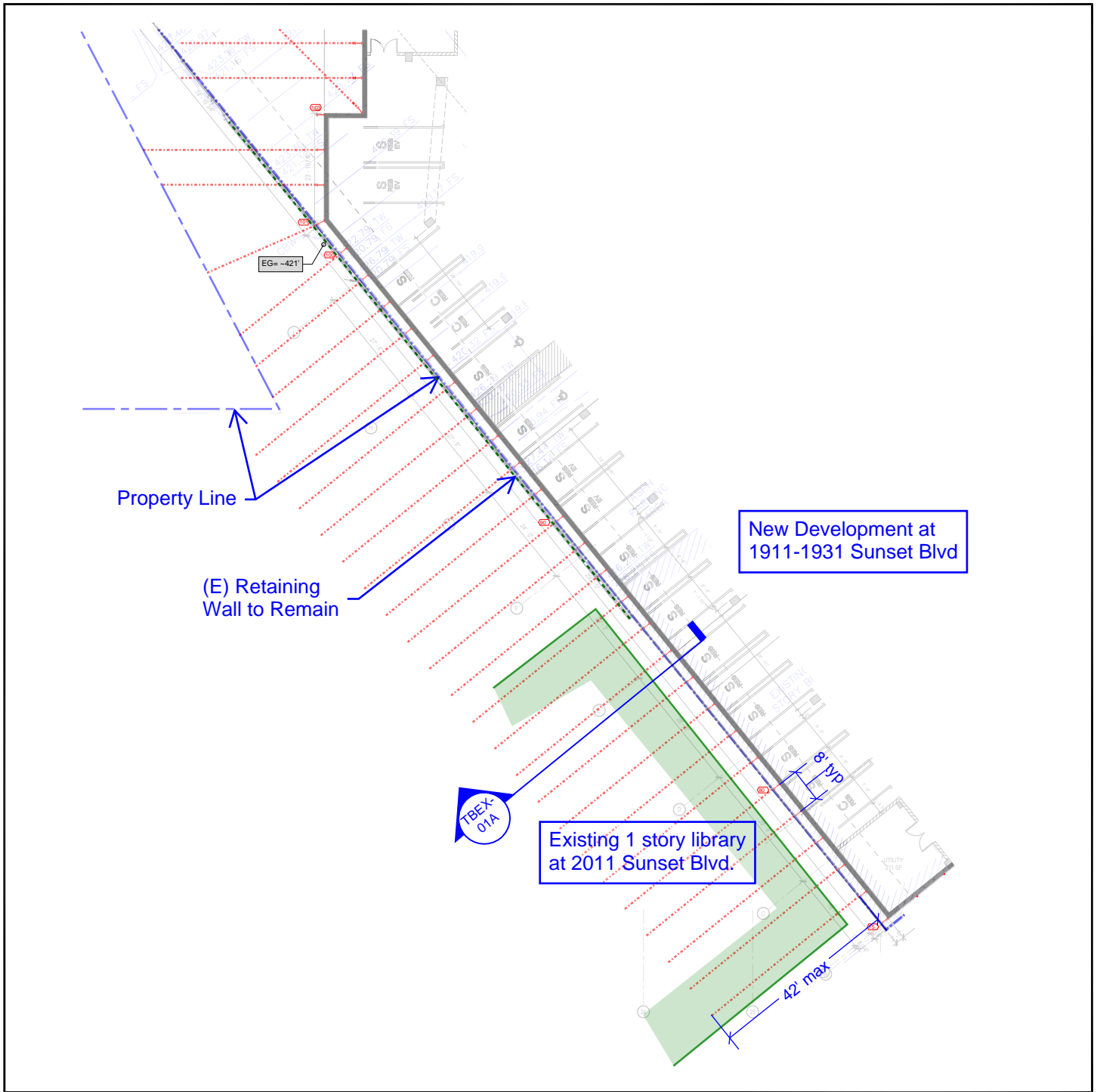


EXHIBIT "D" TIEBACK WORK


[SEE ATTACHED EXHIBIT D]

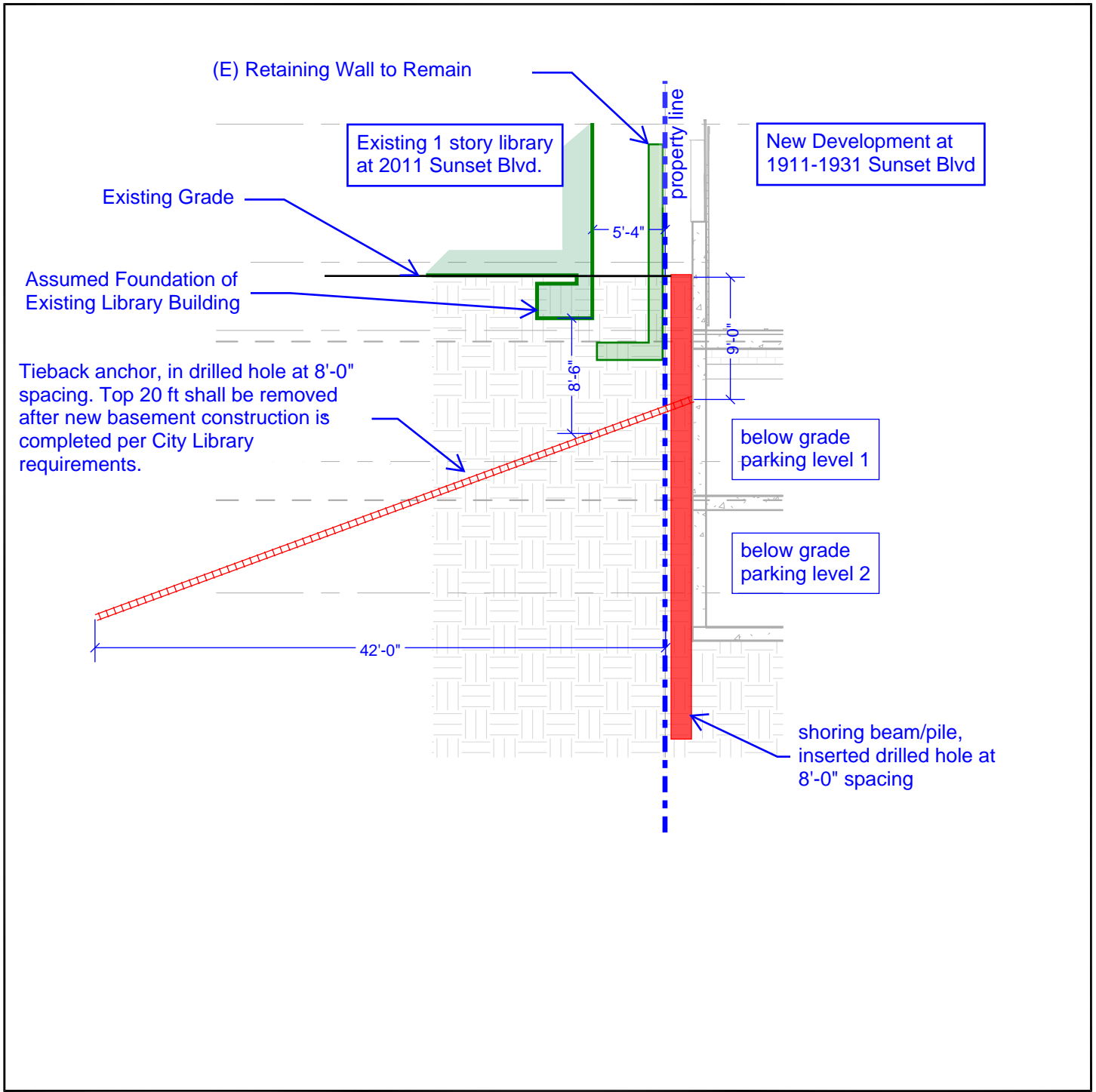


PROJECT:	Echo Park Taix Square
LFA JOB #:	24104-2
DATE:	05/04/2026
DESCRIPTION:	Tieback Exhibit for 2011 Sunset Blvd. Plan
BY:	RF
SCALE:	1/32" = 1'
REF:	Requested by Owner
RFI:	N/A


LFA
 Labib Funk + Associates
 Structural | Shoring | Civil | EBM
 319 Main Street
 El Segundo, California 90245
 www.labibfunk.com
 t: 213 - 239 9700 f: 213 - 239 9699

TBEX-01

REVISION




PROJECT:	Echo Park Taix Square
LFA JOB #:	24104-2
DATE:	05/04/2026
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BY:	RF
SCALE:	3/32" = 1'
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TBEX-01A

REVISION
1

EXHIBIT "E" REQUIRED INSURANCE AND MINIMUM LIMITS

[SEE ATTACHED EXHIBIT E]

Required Insurance and Minimum Limits

Name: 1911 SUNSET INVESTORS, LLC

Date: 04/30/2026

Agreement/Reference: CRANE SWING AND TIEBACK AGREEMENT- TEMPORARY CRANE AND TIEBACK EASEMENT
 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 Minimum General Aggregate \$10,000,000. City must be listed as additional insured on General Liability Policy

\$5,000,000

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)

\$5,000,000

Discovery Period Minimum Aggregate \$10,000,000. 12 Months After Completion of Work or Date of Termination

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: 1) Proof of insurance must be submitted by the insurance broker/agent to KwikComply at www.kwikcomply.org;

Sent to Claudia Aguilar @ LAPL