

A G E N D A

BOARD OF LIBRARY COMMISSIONERS CITY OF LOS ANGELES

*** SPECIAL MEETING***

THURSDAY, JANUARY 22, 2015

CENTRAL LIBRARY
BOARD ROOM, 4TH FLOOR
630 W. 5TH STREET
LOS ANGELES, CA 90071

TIME: 11:05 A.M.
(OR AS SOON THEREAFTER)

AGENDA: In compliance with Government Code Section 54957.5, you may view the agenda and all available documents related to the items at the Central Library's Information Desk or via the Internet at: http://www.lapl.org/about/blc_docs.html.

RULES OF DECORUM: Persons addressing the Commission shall not make impertinent, slanderous or profane remarks to the Commission, any member of the Commission, staff or general public, nor utter loud, threatening, personal or abusive language, nor engage in any other disorderly conduct that disrupts or disturbs the orderly conduct of any Commission Meeting and prevents the Commission from carrying out its public business. At the discretion of the Commission President or upon a majority vote of the Commission, the Commission President may order removed from the Commission meeting place any person who fails to observe the rules of decorum. Any person who has been ordered removed from a meeting may be charged with a violation of Penal Code Section 403, or other appropriate Penal Code or Los Angeles Municipal Code sections.

1. ROLL CALL

2. CITY LIBRARIAN'S REPORTS

BOARD DISCUSSION

- a. RECOMMENDED APPROVAL OF ASSIGNMENT (EXHIBIT "A")
OF TIEBACK AGREEMENT BETWEEN THE CITY
OF LOS ANGELES, 222 MAIN STREET INVESTORS,
LP, AND OLD CHURCH, LLC FOR THE PROPOSED
DEVELOPMENT ADJACENT TO THE LITTLE TOKYO
BRANCH LIBRARY

3. ADJOURNMENT

FINALIZATION OF BOARD ACTIONS - CHARTER SECTION 245: In accordance with Charter Section 245, actions of the Board of Library Commissioners shall become final at the expiration of the next five (5) meeting days of the City Council during which the Council has convened in regular session.

Title II of the American with Disabilities Act: The City of Los Angeles does not discriminate on the basis of disability and upon request will provide reasonable accommodations to ensure equal access to its programs, services, and activities. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting/event you wish to attend. For additional information, please contact the Board Office at (213) 228-7530.

POST 1/21/2015


FOR INFORMATION CONTACT: LIBRARY COMMISSION OFFICE (213) 228-7530

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

EXHIBIT "A"

January 22, 2015

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian 

SUBJECT: **ASSIGNMENT OF TIEBACK AGREEMENT - LITTLE TOKYO BRANCH LIBRARY**

RECOMMENDATIONS:

THAT the Board of Library Commissioners approve the following resolutions:

RESOLVED, That the Board of Library Commissioners (Board) approve the attached Assignment, Assumption and Amendment Agreement (Exhibit A) between the City of Los Angeles, 222 Main Street Investors, LP, a Delaware limited partnership, and Old Church, LLC, A California Limited Liability Company, for the assignment of interest relative to proposed development adjacent to the Little Tokyo Branch Library; and

FURTHER RESOLVED, That the City Attorney and City Librarian be authorized to make technical changes to the Agreement prior to execution.

FINDINGS:

1. The Little Tokyo Branch Library, a 12,500-square-foot facility, is located at 203 S. Los Angeles Street, adjacent to the Vibiana Property. The Vibiana Property, previously owned by Old Church, LLC, is now owned by 222 Main Street Investors LP. The Little Tokyo Library was constructed under the provisions of the 1998 Library Bond Issuance and opened to the public on September 8, 2005. 222 Main Street Investors plans to build a multi-story residential and commercial structure adjacent to the library which includes a garage. On Dec. 4, 2014, the Board approved a new parking agreement between 222 Main Street Investors and the library regarding parking arrangements for the public and staff.
2. On February 7, 2009, the City had entered into a Tieback and Shoring Agreement Re City Owned Property which provided for tieback and shoring work from the Vibiana Property to extend into the adjacent City-owned real property. The tieback agreement was developed by staff from the Office of the City Engineer and City Attorney. The construction of the parking structure, residential and commercial improvements by the developer may require excavation, underpinning, shoring, bracing and installation of tiebacks (i.e. anchors). The use of tiebacks requires special temporary licenses that must be obtained from the City. The licenses are subject to the terms and conditions of this Agreement. All drawings, calculations, and designs relating to work performed pursuant to this Agreement must be signed by a licensed California Civil or Structural Engineer, must comply with all applicable laws, the Los Angeles City Building Code and must be approved by the City.

3. This assignment agreement will transfer and assign to 222 Main Street Investors (hereinafter "222 Main"), LP, all of Old Church's right, title and interest in the Agreement. 222 Main will assume all obligations of Old Church, LLC, under the Agreement.
4. The agreement is being reviewed by City Attorney as to form.

Prepared by: Eloisa Sarao, Assistant Business Manager

Reviewed by: Kris Morita, Assistant General Manager

Attachments

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Sheppard, Mullin, Richter & Hampton LLP
333 S. Hope Street, 43rd Floor
Los Angeles, California 90071
Attn: Jack H. Rubens, Esq.

(Above Space For Recorder's Use Only)

Assignment, Assumption and Amendment Agreement

By: **Old Church, LLC,** "Assignor"
a California limited liability company

And: **222 Main Street Investors LP,** "Assignee"
a Delaware limited partnership

And: **City of Los Angeles,** "City"
a municipal corporation

Dated: August __, 2014

Background

A. Assignor previously owned certain real property located in Los Angeles, California, and legally described on Exhibit A attached hereto (the "Vibiana Property").

B. Title to the Vibiana Property was conveyed to Assignee by Grant Deed recorded in the Official Records of Los Angeles County, California on May 21, 2014 as Instrument No. 20140527268.

C. During Assignor's ownership of the Vibiana Property, Assignor and the City entered into that certain Tieback and Shoring Agreement Re City Owned Property dated February 27, 2009 and attached hereto as Exhibit B (the "Agreement"), which provided for, among other things, tieback and shoring work from the Vibiana Property to extend into the adjacent City-owned real property (defined in the Agreement and herein as the "City Property").

D. Under this Assignment, Assumption and Amendment Agreement (this "Assignment"), Assignor desires to assign its interest in the Agreement to Assignee, Assignee desires to assume all obligations of Assignor under the Agreement, and the City desires to approve such assignment. Additionally, the parties desire to amend the Agreement to (i) revise the legal description of the Vibiana Property, (ii) revise the exhibit depicting the location of the Tieback Area (as defined in the Agreement), and (iii) update the description of the project to be constructed on the Vibiana Property.

Agreement

1. Assignment. Assignor hereby transfers and assigns to Assignee all of Assignor's right, title and interest in the Agreement.
2. Acceptance and Assumption. Assignee hereby accepts the assignment of the Agreement and agrees to assume and perform all of the rights and obligations of Assignor under the Agreement.
3. Approval. The City hereby approves the assignment and assumption set forth in Sections 1 and 2 hereof.
4. Legal Description Amendment. Exhibit B of the Agreement is hereby deleted in its entirety and replaced with the legal description of the Vibiana Property attached hereto as Exhibit A.
5. Tieback Area Amendment. Exhibit C of the Agreement, which depicts the Tieback Area, is hereby deleted in its entirety and replaced with the depiction of the Tieback Area attached hereto as Exhibit C.
6. Project Description Amendment. The description of the Parking Structure in Recital B of the Agreement is hereby amended to change "approximately five (5) level underground parking structure" to "approximately three (3) level underground parking structure."
7. Review and Approval Amendment: Section 2 of the Agreement is hereby amended to also require the Assignee, or its duly authorized representative, to meet with the City's Bureau of Engineering Survey Division prior to any property layout work to confirm the boundary of excavation activities on the Vibiana Property.
8. Entire Agreement. This Assignment constitutes the entire agreement of Assignor, Assignee and the City with respect to the subject matter hereof. No provision of this Assignment may be modified or waived unless such modification or waiver is set forth in a subsequent written agreement executed by Assignor, Assignee and the City.
9. Execution in Counterparts. This Assignment may be executed in counterparts which, taken together, shall form but one and the same contract.
10. Successors and Assigns. This Assignment is binding upon, and shall inure to the benefit of, Assignor, Assignee, the City and their respective heirs, legal representatives, successors and assigns.
11. Recordation. Assignee shall record the Agreement and this Assignment in the Official Records of Los Angeles County following the execution hereof.

[Two Signature Pages Follow]

IN WITNESS WHEREOF, this Assignment, Assumption and Amendment Agreement has been made and executed as of the date first above written.

ASSIGNOR: **Old Church, LLC,**
a California limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE: **222 Main Street Investors LP,**
a Delaware limited partnership

By: HPG 222 Main Street GP, L.P.,
a Delaware limited partnership,
its General Partner

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

By: _____
Name: _____
Title: _____

CITY:

City of Los Angeles,
a municipal corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By _____
Deputy City Attorney

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By _____
Deputy

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF VIBIANA PROPERTY

PARCEL 1: APN: 5161-026-035 (PORTION)

LOTS "A" AND "B" OF TRACT NO. 4874, IN THE CITY OF LOS ANGELES, AS PER MAP RECORDED IN BOOK 115, PAGE 89 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, OTHER HYDROCARBONS AND OTHER MINERALS IN AND TO SAID REAL PROPERTY IN WHICH GRANTOR PRESENTLY OWNS OR MAY OBTAIN AS INTEREST, TOGETHER WITH THE RIGHT AS HEREINAFTER LIMITED TO DRILL, REDRILL, DEEPEN, COMPLETE AND MAINTAIN WELLS HOLES UNDER, THROUGH AND BEYOND, AND TO DRILL FOR, PRODUCE, EXTRACT, TAKE AND REMOVE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES (AND WATER NECESSARY THEREFOR) AND OTHER MINERALS FROM AND THROUGH SAID REAL PROPERTY, TOGETHER WITH RIGHTS OF WAY AND EASEMENTS FOR ANY AND ALL OF THE ABOVE MENTIONED PURPOSES, BUT WITH NO RIGHT OF ENTRY UPON OR THROUGH SAID REAL PROPERTY, EXCEPT BENEATH A DEPTH OF 200 FEET BELOW THE PRESENT SURFACE OF SAID REAL PROPERTY, AS RESERVED BY THE ROMAN CATHOLIC ARCHBISHOP OF LOS ANGELES, A CORPORATION SOLE, BY DEED RECORDED JANUARY 28, 1971, AS INSTRUMENT NO. 3062.

PARCEL 2: APN: 5161-026-035 (PORTION)

THAT PORTION OF THE CITY LANDS OF LOS ANGELES, IN THE CITY OF LOS ANGELES, AS PER MAP RECORDED IN BOOK 2, PAGES 504 AND 505 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITHIN THE BOUNDARY LINES OF THE LAND DESCRIBED IN THE DEED RECORDED APRIL 17, 1972, AS INSTRUMENT NO. 658, IN SAID RECORDER'S OFFICE, LYING NORTHEASTERLY OF THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF LOT "B" OF TRACT NO. 4874, IN SAID CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 115, PAGE 89 OF MAPS, IN SAID COUNTY RECORDER'S OFFICE.

PARCEL 3: APN: 5161-026-039 (PORTION)

A LOT OF LAND IN THE CITY OF LOS ANGELES, FRONTING ON THE EAST SIDE OF MAIN STREET BETWEEN SECOND AND THIRD STREETS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST SIDE OF MAIN STREET ABOUT 165 FEET SOUTHERLY FROM THE SOUTH LINE OF SECOND STREET, SAID POINT BEING AT

THE SOUTHWEST CORNER OF THE ROMAN CATHOLIC CATHEDRAL LOT; THENCE SOUTH 53° EAST ALONG THE SOUTHERLY LINE OF SAID CATHEDRAL LOT 176 1/4 FEET TO THE NORTHEAST CORNER OF WHAT WAS FORMERLY KNOWN AS THE COHN HOMESTEAD; THENCE SOUTH 37° WEST 46 FEET TO THE SOUTHEAST CORNER OF SAME; THENCE NORTH 53° WEST 176 1/2 FEET TO THE EASTERLY LINE OF MAIN STREET; AND THENCE ALONG SAID LINE NORTH 38° EAST 46 FEET TO THE POINT OF BEGINNING.

PARCEL 4: APN: 5161-026-039 (PORTION)

THAT CERTAIN PARCEL OF LAND, IN THE CITY OF LOS ANGELES, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EASTERLY LINE OF MAIN STREET AT THE MOST WESTERLY CORNER OF THE LAND CONVEYED TO ODD FELLOWS HALL ASSOCIATION, BY DEED RECORDED IN BOOK 896, PAGE 186 OF DEEDS, SAID POINT BEING DISTANT 211.11 FEET SOUTHWESTERLY ALONG THE EASTERLY LINE OF MAIN STREET FROM THE SOUTHERLY LINE OF SECOND STREET; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF THE LAND SO CONVEYED TO SAID ODD FELLOWS HALL ASSOCIATION, 167.25 FEET TO THE WESTERLY LINE OF THE ALLEY AS CONDEMNED IN SUPERIOR COURT IN CASE NO. 38192 BY THE CITY OF LOS ANGELES; THENCE SOUTHWESTERLY AND ALONG SAID WESTERLY LINE OF SAID ALLEY 30.20 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE LAND CONVEYED TO EDWARD A. HOFFMAN, BY DEED RECORDED IN BOOK 1106, PAGE 172 OF DEEDS; THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE OF SAID HOFFMAN LAND, 168.01 FEET TO THE EASTERLY LINE OF MAIN STREET; THENCE NORTHEASTERLY 32.699 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 5: APN: 5161-026-039 (PORTION)

THAT CERTAIN PARCEL OF LAND, IN THE CITY OF LOS ANGELES, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EASTERLY LINE OF MAIN STREET, DISTANT 243.809 FEET SOUTHERLY FROM THE INTERSECTION OF SAID LINE OF MAIN STREET WITH SOUTHERLY LINE OF SECOND STREET; THENCE ALONG SAID LINE OF MAIN STREET, SOUTH 34° 31' WEST 32.699 FEET; THENCE SOUTH 55° 39' EAST 178.08 FEET; THENCE NORTH 33° 30' EAST 30.809 FEET AND THENCE BY A STRAIGHT LINE TO THE POINT OF BEGINNING.

EXCEPT A STRIP 8 1/4 INCHES WIDE OFF THE SOUTHERLY SIDE THEREOF.

EXCEPTING THEREFROM FROM PARCELS 1, 2, 3, 4 AND 5 ABOVE, ALL OIL, GAS, WATER, AND MINERALS 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, AS RESERVED AND EXCEPTED BY THE CITY OF LOS ANGELES, A MUNICIPAL CORPORATION, IN DEED RECORDED SEPTEMBER 07, 2004, AS INSTRUMENT NO. 04-2287942 OF OFFICIAL RECORDS.

PARCEL 6: APN: 5161-026-039 (PORTION)

THAT PORTION OF THE ALLEY IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA KNOWN AS WERDIN PLACE, AS CONDEMNED IN SUPERIOR COURT IN CASE NO. 38192 BY THE CITY OF LOS ANGELES, A CERTIFIED COPY OF SAID DECREE RECORDED MAY 18, 1903, IN BOOK 1783, PAGE 12 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS VACATED BY RESOLUTION TO VACATE RECORDED MARCH 26, 2014 AS INSTRUMENT NO. 20140304706 OF OFFICIAL RECORDS, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE.

BEGINNING AT A POINT ON THE EASTERLY LINE OF MAIN STREET, 80.00 FEET WIDE, AS SHOWN ON TRACT NO. 418 IN SAID CITY, RECORDED IN BOOK 14, PAGE 133 OF MAPS, IN SAID OFFICE OF THE COUNTY RECORDER, SAID POINT LYING SOUTH $38^{\circ} 01' 26''$ WEST 275.80 FEET FROM THE INTERSECTION OF SAID EASTERLY LINE OF MAIN STREET WITH THE SOUTHERLY LINE OF 2ND STREET, SAID POINT BEING THE MOST WESTERLY CORNER OF THE LAND DESCRIBED IN BOOK 1106, PAGE 172 OF DEEDS, RECORDED IN SAID OFFICE OF THE COUNTY RECORDER; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LAND, SOUTH $52^{\circ} 08' 34''$ EAST 171.76 FEET TO THE NORTHWESTERLY LINE OF SAID WERDIN PLACE AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTHEASTERLY PROLONGATION OF SAID LINE, SOUTH $52^{\circ} 08' 34''$ EAST 15.70 FEET TO THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED IN BOOK 990, PAGE 58 OF DEEDS, RECORDED IN SAID OFFICE OF THE COUNTY RECORDER; THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH $39^{\circ} 00' 19''$ WEST 10.70 FEET TO THE INTERSECTION WITH THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF LOT B OF TRACT NO. 4874 IN THE CITY, RECORDED IN BOOK 115, PAGE 89 OF MAPS, IN SAID OFFICE OF THE COUNTY RECORDER; THENCE SOUTHEASTERLY ALONG SAID PROLONGATION, SOUTH $57^{\circ} 36' 36''$ EAST 10.59 FEET TO THE SOUTHEASTERLY LINE OF SAID WERDIN PLACE.

EXHIBIT B

TIEBACK AND SHORING AGREEMENT RE CITY OWNED PROPERTY

(28 Pages Attached)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Allen Matkins Leck Gamble Mallory & Natsis LLP
515 South Figueroa Street, 9th Floor
Los Angeles, California 90071-3398
Attention: Patrick A. Perry

(Space Above For Recorder's Use)

TIEBACK AND SHORING AGREEMENT RE CITY OWNED PROPERTY

THIS TIEBACK AND SHORING AGREEMENT (this "Agreement") is made and entered into as of this 22nd day of FEB, 2009, by and between OLD CHURCH, LLC, a California limited liability company ("Old Church"), licensee herein, and THE CITY OF LOS ANGELES, a municipal corporation ("City"), licensor herein.

RECITALS:

A. The City is the fee owner of that certain real property located in the City of Los Angeles, State of California, more particularly described in Exhibit "A" attached hereto ("City Property").

B. Old Church owns that certain real property in the City, more particularly described in Exhibit "B" attached hereto ("Old Church Parcel"), which adjoins the City Property, and upon which Old Church intends to construct an approximately five (5) level underground parking structure ("Parking Structure") and certain residential and commercial improvements ("Old Church Improvements").

C. The construction of the Parking Structure on the Old Church Parcel will require excavation, underpinning, shoring, bracing and installation of tiebacks in that certain subsurface portion of the City Property, hereinafter referred to as the "Tieback Area," which is more particularly attached as Exhibit "C" hereto. This work necessitates the use of tiebacks in the Tieback Area to provide appropriate shoring during construction of the Parking Structure. Old Church desires to obtain from the City temporary licenses to take such actions.

D. The City has agreed to grant Old Church such temporary licenses subject to the terms and conditions of this Agreement, including an indemnity from Old Church. Therefore, in order to induce the City to grant such licenses, Old Church desires to indemnify the City as set forth herein.

NOW, THEREFORE, in reliance upon of the foregoing facts and the mutual promises contained herein, and for other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, Old Church and the City hereby agree as follows:

1. Grant of Licenses. Subject to the terms and conditions set forth in this Agreement, the City hereby grants to Old Church, its contractors and agents: (i) a temporary license (the "Support System License") to construct, use, repair, modify and maintain a tieback system (the "Support System") within the Tieback Area as may be necessary or appropriate to provide temporary shoring of the City Property during construction of the Parking Structure, provided that the piles used for the Support System shall be drilled piles only and provided that the Support System conforms to the requirements of Bureau of Engineering Special Order (003-0201), attached hereto as Exhibit "D"; and (ii) the right to sever and leave the Support System in place in the Tieback Area, subject to Bureau of Engineering Special Order (009-0282), attached hereto as Exhibit "E". The grants in this Section 1 constitute licenses only and nothing in this Agreement shall be deemed to give Old Church, its contractors and agents, or any other party any real property interest in the City Property. Any construction, use, repair, modification, excavation, or maintenance of the Support System will be at the sole cost, liability, and expense of Old Church and its agents, employees and contractors. The City shall have the right to collect a fee for the installation by Old Church of the Support System on the City Property, in an amount consistent with the fee imposed by the City according to the City of Los Angeles, Department of Public Works Standard Fee Schedule for the Bureau of Engineering at the time the building permit is issued for the Parking Structure.

2. Review and Approval of Support System. All drawings, calculations and designs relating to work performed pursuant to this Agreement must be signed by a licensed California Civil or Structural Engineer, must comply with all applicable laws, including all applicable portions of the Los Angeles City Building Code and must be approved by the City. The information listed in this Section 2, as well as evidence of the insurance and bonds required hereunder must be submitted for the City's review, and the City's approval must be obtained prior to the commencement of any construction of the Support System. Old Church shall have the right to resubmit any drawings and calculations disapproved by the City for additional review by the City, and the City shall review the additional information and submit its response within thirty (30) days after receipt thereof; provided, however, that the City shall have no obligation to commence its review of any resubmitted material until the City has received evidence that the City's Department of Building and Safety has approved the revisions. The City's review and approval under this Section 2 is solely for the purpose of determining whether or not the Support System and activities relating thereto will interfere with the day-to-day operations of the City, its guests, tenants and business visitors, or the structural integrity of the improvements located on or under the City Property (the "City Improvements"). No such approval shall in any way impair or be deemed to be a waiver of the City's rights under Section 12 or Section 13 below or subject the City to any liability to Old Church or any other person for any reason whatsoever. Old Church shall have the full and exclusive responsibility for the final design and construction of the Support System in all respects, including, but not limited to, protection of the integrity and safety of the City Property to the extent affected by Old Church's actions pursuant to this Agreement.

3. "As Built" Drawings. Upon completion of the work pursuant to this Agreement, Old Church agrees to provide to the City "as built" drawings indicating the actual installed location of all subterranean encroachments in the Tieback Area. Old Church hereby warrants that the City may rely on the "as built" drawings for any future construction by the City on the City Property.

4. Movement Monitoring Program.

(a) Prior to the commencement of any excavation of, on or under the Old Church Parcel or the City Property, Old Church's engineers shall implement a movement monitoring program to monitor the structural integrity of the City Improvements, install movement and settlement survey points at appropriate points, and calculate a safe maximum movement value for any structures on the City Property or adjacent property. Old Church's engineers must be licensed by the State of California and the licensed personnel shall monitor and log the movement and settlement survey points daily, submit these calculations on a weekly basis to the City's Bureau of Engineering for review, and certify that the City may rely on the calculations as if they were prepared for the City. Either the City's Bureau of Contract Administration or an independent, third-party inspection agency shall also provide inspection services and monitor the movement and settlement survey points during excavation of the Old Church Parcel and the City Property, construction of the Old Church Improvements, and installation and removal of the Support System, and all associated costs shall be paid by Old Church.

(b) In the event the movement of any structures on the City Property or adjacent property exceeds the point that is fifty percent (50%) of the maximum permitted movement value as calculated by Old Church's engineers, the City shall be notified immediately, all excavation work and all work related to the Support System shall immediately cease. Old Church shall then immediately submit a mitigation plan to the City's Bureau of Engineering for review and approval and such mitigation plan must be approved before excavation work and all work related to the Support System may recommence.

(c) After completion of the Parking Structure, or upon termination of the Support System License, Old Church shall remove all equipment and materials placed or installed on the City Property as a 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, Old Church shall repair such damage after completion of the Parking Structure, or upon earlier termination of the Support System License, at Old Church's sole cost. Such repair work shall include the repainting of any structure on which movement or settlement monitoring points were painted. If Old Church fails to repair any damages in connection with the Support System License 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 Old Church, Old Church will reimburse the City for all costs associated with those repairs. Old Church will deliver such reimbursement within ten (10) days after receiving reasonable evidence of the amount of such repair costs. Old Church's obligations under this Section 4 shall survive termination of this Agreement.

5. Severance of Support System.

(a) Severance. Old Church shall remove all components of the Support System upon the expiration of this Agreement. Such severance shall be accomplished in a way that will result in no damage of any kind to the City Improvements or the City Property. Should Old Church determine that certain tieback units cannot be removed, Old Church shall request that those certain tieback units remain in the Tieback Area in accordance with the Bureau of Engineering Special Order (009-0282). Old Church shall pay City an amount according to the City of Los Angeles, Department of Public Works Standard Fee Schedule for the Bureau of Engineering for each tieback unit not removed upon the expiration of this Agreement. Thereafter, the City will have the right to remove those portions of the Support System that remain in place on the City Property without further cost to Old Church.

(b) Removal. Old Church shall remove the Support System in a safe and reasonable manner compatible with, and so as not to lessen, the structural integrity and operation of the City Improvements. Old Church shall take all actions required to protect the City Property and preserve the structural integrity of the City Improvements, including replacement of any soils or other materials removed from the City Property by Old Church.

(c) Title. If Old Church leaves all or any component of the Support System in place, then legal title to such structures or components located on the City Property shall pass to the City upon the expiration of this Agreement.

6. Access to the City Improvements. Old Church shall not obstruct access to the City Improvements or interfere in any way with the use and enjoyment of the City Improvements or the City Property when performing work pursuant to this Agreement or construction of the Parking Structure or the Old Church Improvements.

7. Access to the Old Church Parcel. At all reasonable times during normal business hours, access to reasonable locations on the Old Church Parcel shall be provided for the City's agents and employees to monitor movement and/or settlement or for any other purpose relating to the terms and conditions of this Agreement, provided that such access will not interfere with excavation or construction of the Parking Structure and will be in compliance with all safety procedures and practices as are established by Old Church or its contractors. The City shall hold Old Church and its officers, members, partners, employees, contractors and agents harmless and indemnify Old Church from and against any and all damages arising from the City's or its agents' or employees' negligence or willful misconduct while on the Old Church Parcel for such purpose, except for damages arising from the negligence or willful misconduct of Old Church, its officers, members, partners, employees, contractors or agents.

8. Structural Integrity of the City Improvements. The work by Old Church pursuant to this Agreement will not lessen the structural integrity of the City Property or the City Improvements in any way. Any cranes, hoists or similar mechanisms used in connection with the work on the Old Church Parcel may not swing over the City Improvements and/or the City Property without the City's prior written consent. The Support System will be designed, constructed and installed so as to avoid subsidence of any part of the City Property or any damage to any structures. Old Church shall promptly take all actions required to ensure that the City Property has adequate lateral and subjacent support following work by Old Church on the City Parcel, all at Old Church's sole cost and expense. Construction of the Support System shall

be performed in a manner that will minimize, to the extent practicable, vibration, jarring or shaking of any improvements on the City Parcel.

If Old Church fails to promptly repair any damages arising from any work in connection with the Support System or pursuant to this Agreement, then after providing Old Church with at least 30 days advance notice, the City may make or cause to be made such repairs. After delivering evidence of the cost of such repairs to Old Church, Old Church Old Church will reimburse the City for all costs associated with those repairs. Old Church will deliver such reimbursement within ten (10) days after receiving reasonable evidence of the amount of such repair costs.

9. Term.

(a) The term of this Agreement shall commence on the date hereof and the Licenses shall expire on the earliest of:

(i) as to the Support System License, upon the completion of construction of the Parking Structure, as evidenced by recordation of a Notice of Completion therefor in the Official Records of Los Angeles County; or

(ii) upon a default by Old Church under this Agreement which is not cured prior to expiration of the applicable cure period following the notice required under Section 14(a) below.

In case of a termination of this Agreement due to default by Old Church hereunder, such notice of termination must be given within sixty (60) days after expiration of the cure period following the original notice of default to Old Church under Section 14(a).

(b) If the City terminates this Agreement pursuant to Section 9(a) above, then the following shall apply in addition to the survival of the indemnities set forth in Section 12 below:

(i) If no work has been performed on the Support System and no materials, supplies or equipment have been moved onto the City Property, then this Agreement shall terminate immediately without any further obligation of either party hereunder.

(ii) If some or all of the work on the Support System has been performed and/or some or all materials, supplies or equipment have been placed on the City Property, then Old Church shall remove all materials, supplies, equipment and, to the extent practicable, all constructed structures or components thereof from the City Property in a manner that is safe and compatible with the operations of the City and restore the City Property, including the Tieback Area, to the condition it was in before Old Church commenced such work. Where the City, in its sole discretion, determines that it is reasonable, safe and compatible with the operations of the City to do so, and subject to Old Church's obligations under Section 5(a), Old Church may leave structures or components of the Support System in place, and legal title to

such structures or components located on the City Property shall pass to the owners of such Property upon termination of this Agreement.

10. Insurance. Old Church shall obtain and maintain, or cause to be obtained and maintained, at all times during the term of this Agreement a policy of comprehensive general liability insurance with liability of not less than \$10 million, covering its actions and omissions in connection with the Support System and this Agreement. The general liability insurance should also cover broad form property damage; underground, collapse and explosion hazards; the work of independent contractors; and premises and operations coverages. Old Church shall further obtain and maintain during the term of this Agreement comprehensive automobile liability insurance covering liability arising out of the use of owned, non-owned or leased vehicles with a combined single limit of not less than \$2 million. Each policy must include an endorsement stating that the City will receive at least 10 days prior written notice before each insurance policy is diminished or canceled for failure to pay the premium or 30 days for any other reason. The policies shall name the City as an additional insured, and must be in form, and issued by an insurer, approved by the City in its reasonable discretion. Old Church shall provide the City with a certificate of or other satisfactory evidence of the obtaining and maintaining in full force and effect of such policy of insurance.

11. Bonds. Old Church, through its contractor, shall file with City a dual obligee surety bond in the total amount of the project, naming both the City and Old Church as co-obligees. The surety bond shall be duly executed by a responsible corporate Surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California. Owner or any contractor of Owner shall pay all surety bond premiums, costs and incidentals. The bond shall be signed by both Old Church or Old Church's contractor and the Surety and the signature of the authorized agent of the Surety shall be notarized. The surety bond shall be maintained in full force and effect until two (2) years after the issuance of the first certificate of occupancy (temporary or final) for construction of the Parking Structure, and shall otherwise comply with the California Civil Code. Should the surety bond become insufficient, Old Church or Old Church's contractor shall make such surety bond sufficient within ten (10) days after receiving notice from City. Should any Surety at any time be unsatisfactory to City, notice will be given Old Church to that effect. Changes in the work, or extensions of time, made pursuant to any construction contract, shall in no way release Old Church or Old Church's contractor from their obligations. Notice of such changes or extensions shall be waived by any Surety.

12. Indemnity. Except for the active negligence or willful misconduct of City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Old Church undertakes and agrees to defend, indemnify and hold harmless City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Old Church employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this

Agreement by the Old Church or its subcontractors or consultants of any tier. The provisions of this paragraph survive expiration or termination of this Agreement.

13. Compliance with Laws. Old Church shall, and shall cause its contractors and agents to, comply with all applicable laws, rules and regulations of all governmental agencies having jurisdiction over the Old Church Parcel with respect to the design and performance of all work performed pursuant to this Agreement. Upon receipt by Old Church, Old Church shall deliver to the City copies of all permits and approvals required by applicable governmental jurisdictions to commence work on the Support System. This Agreement is intended to satisfy all of the requirements of California Civil Code §832.

14. Event of Default and Remedies.

(a) Default. Any party will be in default hereunder if such party fails to perform or comply with any covenant, agreement or condition contained in this Agreement and does not cure that failure within the period of thirty (30) days after notice of default (or if such default is of a nature which cannot reasonably be cured within thirty (30) days, then if such party does not cure such failure within such longer period of time as is reasonably required to cure such default, provided that the defaulting party undertakes in good faith to commence such cure within thirty (30) days after notice of default and is diligently pursuing such cure to completion).

(b) Remedies. If any party is in default hereunder, the other parties may exercise any right or remedy which they may have under this Agreement or otherwise available at law or in equity or by statute, including specific performance or termination of this Agreement. All rights and remedies of any party hereto shall be cumulative and non-exclusive and shall survive the expiration or termination of this Agreement, subject to applicable statutes of limitation.

15. Miscellaneous.

(a) This Agreement sets forth the entire agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force or effect. Any modification or agreement hereof must be in writing and signed by the parties hereto.

(b) This Agreement shall fulfill all the obligations of Old Church to notify the City of the excavation on the Old Church Parcel in accordance with California Civil Code §832 and this Agreement is intended to comply with all requirements of such Section.

(c) This Agreement shall be interpreted and enforced under the laws of the State of California.

(d) If any term, provision, covenant, agreement or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the

rest of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated.

(e) Any notice, demand or other communication to any of the parties hereto shall be in writing and served personally on the party to whom notice is to be given, or by deposit in the United States Mail, first-class, registered or certified, postage prepaid, return receipt requested, or by facsimile and shall be effective upon receipt by the party to whom notice is to be given at its address or facsimile number as follows:

If to the City: Bureau of Engineering
 1149 South Broadway, Suite 800
 Los Angeles, CA 90015
 Attention: City Engineer

With a copy to: Los Angeles City Attorney's Office
 200 North Main Street, 7th Floor
 Los Angeles, CA 90012
 Attention: Real Property / Environment Division

If to Old Church: Old Church, LLC
 P.O. Box 6528
 Malibu, CA 90264
 Attention: Louis Heilbron

Any party may change its address for receipt of notice by notice given in accordance with the foregoing provision.

(f) Any waiver of the provisions of this Agreement must be in writing and signed by an authorized representative of the waiving party. A failure by any party to enforce its rights under this Agreement shall not be deemed to be a waiver of its right to enforce the same or any other term, condition or covenant.

(g) The paragraph and section headings herein are for convenience only and shall not in any way affect the meaning or interpretation of this Agreement.

(h) This Agreement creates a license only in favor of Old Church, its contractors and agents, and is not intended to run with the Old Church Parcel or the City

Property. No subsequent owner of any interest in the Old Church Parcel shall be entitled to rely on this Agreement, and Old Church may not transfer or assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the City, which consent shall not be unreasonably withheld, condition or delayed. Such consent shall be given only if, among other considerations, such subsequent owner affirmatively assumes the obligations of Old Church hereunder and agrees to be bound hereby. Notwithstanding the foregoing, Old Church shall have the right to assign its rights and delegate its duties under this Agreement to (i) any entity which is controlled by, controls or is under common control with Old Church without the City's consent, or (ii) the holder of any deed of trust securing a loan to the owner of the Old Church Parcel.

(i) The City's failure to respond to any matter or item within the period specified therefor in this Agreement shall be deemed to constitute its approval thereof.

(j) Old Church shall give the City at least forty-eight (48) hours' notice prior to Old Church's first entry onto the City Property or into the City Improvements and thereafter Old Church shall provide at least twenty-four (24) hours' notice before entering any part of the surface of the City Property.

(k) The parties agree to execute such additional documents and to perform all such other and further acts as may be necessary or desirable to carry out the purposes and intent of this Agreement.

(l) Old Church agrees that it will grant to the City a tieback agreement in substantially the same form as this Agreement if, upon at least 30 days notice, the City requests such an agreement from Old Church to make improvements on the City Property.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first
above written.

"THE CITY":

By: Gary Lee Moore
Name: Gary Lee Moore
Title: City Engineer

APPROVED AS TO FORM:

ROCKARD J. DELGADILLO, City Attorney

By: _____

Deputy City Attorney

DATE: _____

ATTEST:

KAREN E. KALFAYAN, City Clerk

By: _____

Deputy

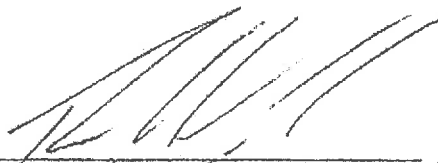
DATE: _____

"OLD CHURCH":

By:

Name:

Title:



Richard S. Westra

Manager

By:

Name:

Title:

ACKNOWLEDGMENT

State of California)
County of Los Angeles)

On 2/27, 2009, before me, MINDY DADON, personally appeared RICHARD WEINTRAUB 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

Mindy Dadon

(Seal)



ACKNOWLEDGMENT

State of California)
County of Los Angeles)

On Feb. 25, 2009, before me, Augusto Sapinoso Parceros, Notary Public, personally appeared Gary Lee Moore, 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 A
LEGAL DESCRIPTION

PARCEL 1:

THAT PORTION OF THE CITY LANDS OF LOS ANGELES, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2 PAGES 504 AND 505 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF TRACT NO 4874, IN SAID CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 115 PAGE 89 OF MAPS, IN SAID COUNTY RECORDER'S OFFICE, AND ITS NORTHWESTERLY PROLONGATION.

BOUNDED SOUTHEASTERLY BY THE NORTHWESTERLY LINE OF LOS ANGELES STREET.

BOUNDED SOUTHWESTERLY BY THE LAND DESCRIBED IN THE DEED FROM FRANCIS MORA TO HARRIS NEWMARK DATED AUGUST 27, 1895, RECORDED IN BOOK 1028 PAGE 222 OF DEEDS.

BOUNDED NORTHWESTERLY BY THE ALLEY AS CONDEMNED IN SUPERIOR COURT IN CASE NO. 38192 BY THE CITY OF LOS ANGELES.

PARCEL 2:

THAT PORTION OF THE CITY LANDS OF LOS ANGELES, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2 PAGES 504 AND 505 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN THE SOUTHEASTERLY HALF OF THE ALLEY AS CONDEMNED IN SUPERIOR COURT IN CASE NO. 38192 BY THE CITY OF LOS ANGELES, LYING SOUTHWESTERLY OF THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF TRACT NO 4874 TO THE CENTER OF SAID ALLEY, IN SAID CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 115 PAGE 89 OF MAPS, IN SAID COUNTY RECORDER'S OFFICE.

TOGETHER WITH THE NORTHWESTERLY HALF OF SAID ALLEY LYING SOUTHWESTERLY OF THE SOUTHEASTERLY PROLONGATION OF THE NORTHERLY LINE OF THE HEREIN DESCRIBED PARCEL 3.

PARCEL 3:

THAT PORTION OF THE CITY LANDS OF LOS ANGELES, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2 PAGES 504 AND 505 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF MAIN STREET, DISTANT NORTHERLY ALONG MAIN STREET LINE 388.25 FEET, MORE OR LESS, FROM THE NORTHEAST CORNER OF MAIN AND THIRD STREETS, THIS POINT OF BEGINNING BEING THE NORTHWEST CORNER OF THE LOT CONVEYED TO FREDERICK EASTON BY DEED RECORDED IN BOOK 1718 PAGE 284 OF DEED, RECORDS OF LOS ANGELES COUNTY; THENCE NORTHERLY ALONG THE EAST LINE OF MAIN STREET 47 FEET 5 INCHES, MORE OR LESS, TO THE CENTER OF THE 17 INCH PARTY WALL REFERRED TO IN PARTY WALL AGREEMENT RECORDED IN BOOK 1115, PAGE 245 OF THE DEED OF RECORDS; THENCE EASTERLY ALONG THE CENTER LINE OF THIS WALL AND THE EXTENSION OF IT, 170.81 FEET, MORE OR LESS, TO THE WEST LINE OF AN ALLEY; THENCE SOUTHERLY ALONG THIS LINE OF ALLEY 47 FEET 5 INCHES, MORE OR LESS, TO THE NORTHEASTERLY CORNER OF THE LOT CONVEYED TO FREDERICK EATON; AND THENCE WESTERLY ALONG THE NORTHERLY LINE OF THE LOT SO CONVEYED TO EATON, 176.16 FEET MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER WITH A STRIP OF LAND APPROXIMATELY EIGHT AND ONE HALF INCHES (8-1/2") WIDE, BOUNDED ON THE SOUTH BY THE NORTHERLY LINE OF ABOVE DESCRIBED PARCEL, ON THE NORTH BY THE SOUTHERLY LINE OF THE PARCEL 8, DESCRIBED IN THE GRANT DEED TO OLD CATHEDRAL, LLC. RECORDED ON OCTOBER 20, 1999 AS INSTRUMENT NO. 99-1972862 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, ON THE WEST BY THE EASTERLY LINE OF MAIN STREET AND ON THE EAST BY ABOVE SAID WEST LINE OF AN ALLEY.

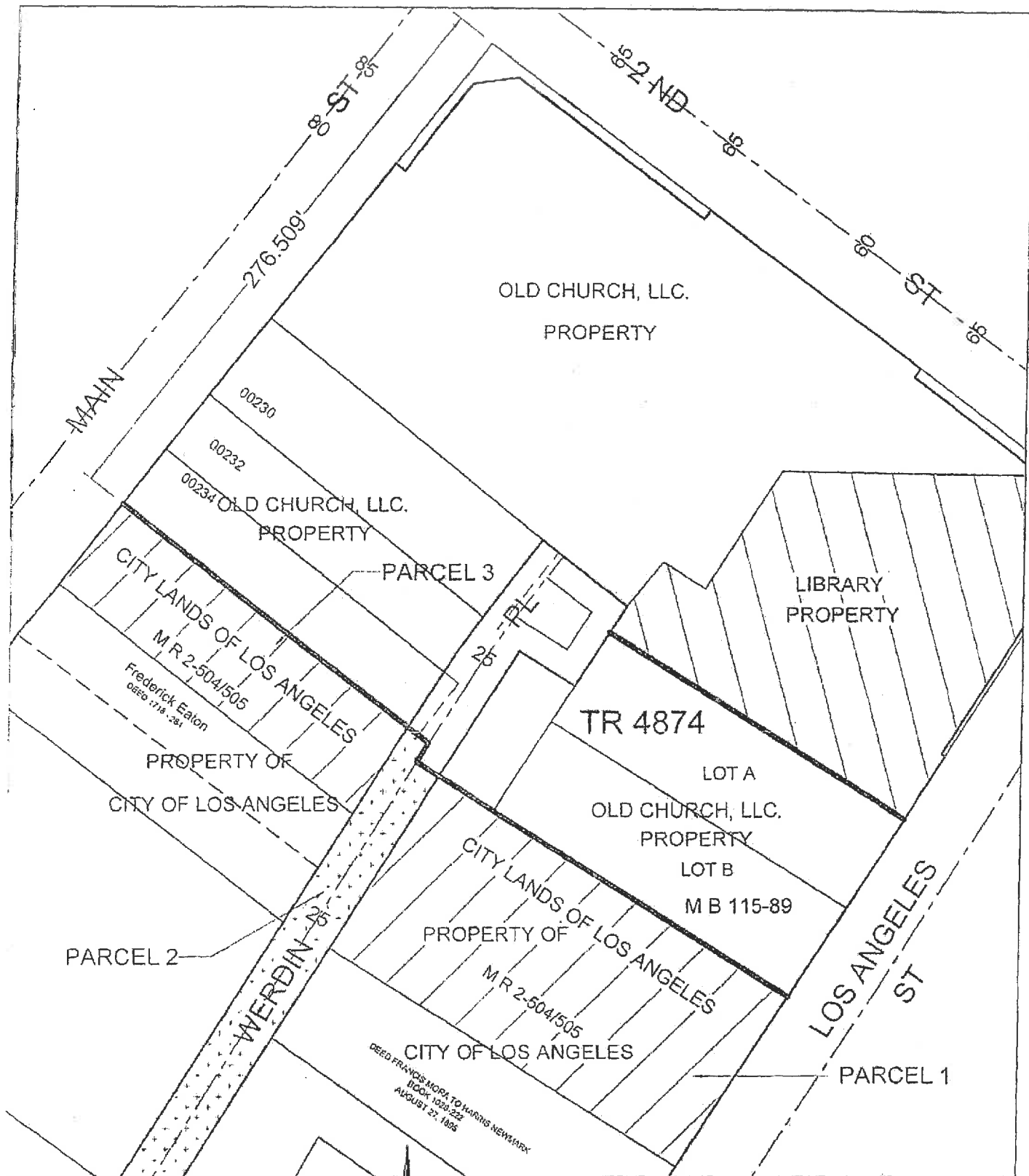
LIBRARY PROPERTY:

THAT PORTION OF THE CITY LANDS OF LOS ANGELES, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2, PAGES 504 AND 505 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF LOS ANGELES STREET, 86 FEET WIDE AS SHOWN ON THE MAP OF TRACT NO. 4874, IN SAID CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 115 PAGE 89 OF MAPS, IN THE OFFICE OF SAID COUNTY RECORDER WITH THE SOUTHWESTERLY LINE OF SECOND STREET, 60 FEET WIDE; THENCE ALONG LAST SAID SOUTHWESTERLY LINE OF SECOND STREET NORTH 53°20'48" WEST, 26.46 FEET; THENCE NORTH 89°28'07" WEST 131.89 FEET; THENCE SOUTH 32°18'30" WEST 66.16 FEET TO A LINE PARALLEL WITH AND DISTANT 41.51 FEET NORTHEASTERLY MEASURED AT RIGHT ANGLES FROM THE NORTHEASTERLY LINE OF SAID TRACT 4874; THENCE NORTH 57°44'19" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 23.72 FEET; THENCE SOUTH 38°00'27" WEST 26.91 FEET TO THE NORTHERLY TERMINUS OF THE SOUTHEASTERLY LINE OF WERDIN PLACE, AS SHOWN ON THE MAP OF SAID TRACT 4874, SAID POINT BEING DISTANT 14.73 FEET NORTHEASTERLY MEASURED ALONG LAST SAID SOUTHEASTERLY LINE FROM THE MOST NORTHERLY CORNER OF SAID TRACT; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE TO SAID MOST NORTHERLY CORNER; THENCE ALONG SAID NORTHEASTERLY LINE OF SAID TRACT SOUTH 57°44'19" EAST, 164.91 FEET TO SAID NORTHWESTERLY LINE OF LOS ANGELES STREET; THENCE ALONG LAST SAID NORTHWESTERLY LINE NORTH 32°18'30" EAST, 175.00 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION WITHIN EXISTING PUBLIC STREET DESCRIBED IN INSTRUMENT NO. 92-1882452, RECORDED ON OCTOBER 9, 1992 IN THE OFFICE OF SAID COUNTY RECORDER.

AS SHOWN ON EXHIBIT MAP ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.



R/W _____
D.M. 130-5A213
T.G. 634 F4
C.D. 9



EXHIBIT MAP
DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING
SURVEY DIVISION
Gary Lee Moore, P.E., City Engineer

Exhibit B
Old Church Parcel

LEGAL DESCRIPTION

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

PARCEL 1:

All that certain Parcel of Land, in the City of Los Angeles, described as follows:

Beginning at the Intersection of the Southwesterly line of Second Street with the Southeasterly line of Main Street; thence Southwesterly along said Main Street 165 feet to the Northeasterly line of the land described in the Deed to the Odd Fellows Hall Association, recorded October 14, 1893 as Instrument No. 52, in Book 896 Page 186 of Deeds, in the office of the County Recorder of said County; thence Southeasterly along said Northeasterly line to the Easterly corner of the land described in said Deed, said Easterly corner also being a point in the Northeasterly line of Werdin Place, as described in that certain Condemnation Action in Superior Court Case No. 38192, Los Angeles County, the decree being recorded September 27, 1902 as Instrument No. 99 in Book 1623 Page 300 of Deeds; Records of said County; thence Southeasterly along said last mentioned Northeasterly line to an angle point therein; thence Southwesterly along the Southeasterly line of said Werdin Place to the Northeasterly line of Tract No. 4874, as per Map recorded in Book 115 Page 89 of Maps, in the office of the County Recorder of said County; thence Southeasterly along the Northeasterly line of said Tract No. 4874 to the Northwestern line of Los Angeles Street, thence Northeasterly along the Northwestern line of Los Angeles Street to the Southwesterly line of Second Street; thence Northwesterly along the Southwesterly line of Second Street to the point of beginning.

EXCEPT that portion described as follows:

That certain parcel of land in the City of Los Angeles, described as follows:

Beginning at the present Westerly corner of Los Angeles and Second Streets and running thence Southerly along the Westerly line of Los Angeles Street 29.70 feet to the Northeasterly corner of property now or formerly belonging to Bishop Mora; thence Westerly along the Northerly line of said property of Mora, 138.82 feet, more or less, to the Easterly line of the land deeded to Mrs. Mary J. Dericot by Deed dated December 2, 1886 recorded in Book 181 Page 549 of Deeds; thence Northerly along the Easterly line of the lot so deeded to Dericot 40.16 feet, more or less, to the present Southerly line of Second Street; thence Easterly along Southerly line of Second Street 136.24 feet, more or less, to the point of beginning.

ALSO EXCEPT that portion described in the Deed recorded February 27, 1953 as Instrument No. 4676 in Book 41057 Page 105 of Official Records; and described therein as follows:

City Lands of Los Angeles, Lot on Northwest line of Los Angeles Street, commencing Southwest thereon 29.7 feet from Southwest line of Second Street; thence North 57 Degrees 41' 30" West 138.82 feet; thence South 36 Degrees 33' 25" West 28.1 feet; thence North 51 Degrees 52' 10" West 13.68 feet; thence Southwest 102.7 feet; thence South 32 Degrees 21' 30" West 14.7 feet; thence South 57 Degrees 41' 30" East 165 feet to the said Northwest line; thence Northeast thereon 145.34 feet to the beginning.

PARCEL 2:

Parcel A of Certificate of Compliance for Lot Line Adjustment, recorded December 11, 2001 as Instrument No. 01-2371406, more particularly described as follows:

That portion of City Lands of Los Angeles, as per Map recorded in Book 2 Pages 504 and 505 of Miscellaneous Records, in the office of the County Recorder of Los Angeles County; described as follows:

Beginning at the intersection of the Northwestern line of Los Angeles Street, 86 feet wide, as shown on the Map of Tract 4874, as per Map recorded in Book 115 Page 89 of Maps, in the office of said County Recorder with the Southwesterly line of Second Street, 60 feet wide; thence along said Southwesterly line of Second Street North 53 Degrees 20' 48" West; 136.24 feet to the Easterly line of the land deeded to Mrs. Mary J. Dericot by Deed dated December 2, 1886 recorded in Book 181 Page 549 of Deeds; thence South 36 Degrees 33' 25" West along said Easterly line a distance of 68.25 feet; thence North 51 Degrees 52' 10" West 13.68 feet; thence South 38 Degrees 00' 27" West 102.70 feet more or less to the Northerly terminus of the Southeasterly line of Werdin Place, as shown on the Map of said Tract No. 4874, said point being distant 14.73 feet Northeasterly measured along last said Southeasterly line from the most Northerly corner of said Tract; thence Southwesterly along said Southeasterly line to said most Northerly corner; thence along the Northeasterly line of said Tract South 57 Degrees 44' 19" East, 164.91 feet to said Northwestern line of Los Angeles Street; thence along last said Northwestern line North 32 Degrees 18' 30" East, 175.00 feet to the point of beginning.

EXCEPT therefrom that portion described as follows:

Beginning at the intersection of said Northwestern line of Los Angeles Street with said Southwesterly line of Second Street; thence along last said Southwesterly line of Second Street North 53 Degrees 20' 48" West, 25.46 feet; thence North 89 Degrees 28' 07" West 131.89 feet; thence South 32 Degrees 18' 30" West 66.16 feet to a line parallel with and distant 41.51 feet Northeasterly measured at right angles from said Northeasterly line of said Tract No. 4874; thence North 57 Degrees 44' 19" West along said parallel line 23.72 feet; thence South 38 Degrees 00' 27" West 26.91 feet to said Northerly terminus of said Southeasterly line of Werdin Place, said point being distant 14.73 feet Northeasterly measured along last said Southeasterly line from said most Northerly corner of said Tract; thence Southwesterly along said Southeasterly line to said most Northerly corner; thence along said Northeasterly line of said Tract South 57 Degrees 44' 19" East, 164.91 feet to said Northwestern line of Los Angeles Street; thence along last said Northwestern line North 32 Degrees 18' 30" East 175.00 feet to the point of beginning.

ALSO EXCEPT therefrom that portion within existing public street described in Instrument No. 92-1882452, recorded on October 9, 1992 in the office of said County Recorder.

ALSO EXCEPT all oil, gas, other hydrocarbons and other minerals in and to said Real Property in which Grantor presently owns or may obtain an interest, together with the right as hereafter limited to drill, redrill, deepen and maintain well holes under, through and beyond and to drill for, produce, extract, take and remove oil, gas and other hydrocarbon substances (and water necessary therefor) and other minerals from and through said real property, together with rights of way and easements for any and all of the above mentioned purposes, but with no right of entry upon or through said real property, except beneath a depth of 200 feet below the present surface of said real property, as reserved by the Roman Catholic Archbishop of Los Angeles, a corporation sole by deed recorded February 21, 1961 as Instrument No. 3050 in Book D-1130 Page 764 Official Records.

ALSO EXCEPT all oil, gas, hydrocarbon substances and other minerals together with the right to enter and pass through said land at any time, or from time to time, at a depth of below 500 feet from the surface thereof for the purpose of extracting, producing and marketing such oil, gas, hydrocarbon substances and other minerals, as granted to the Roman Catholic Archbishop of Los Angeles, a corporation sole by deed recorded June 17, 1968 as Instrument No. 2105, in Book D-4035 Page 505 Official Records.

PARCEL 3:

Lots "A" and "B" of Tract No. 4874, in the City of Los Angeles, as per map recorded in Book 115 Page 89 of Maps, in the Office of the County Recorder of said County.

EXCEPT therefrom all oil, gas, other hydrocarbons and other minerals in and to said real property in which Grantor presently owns or may obtain as interest, together with the right as hereinafter limited to drill, redrill, deepen, complete and maintain wells holes under, through and beyond, and to drill for, produce, extract, take and remove oil, gas and other hydrocarbon substances (and water necessary therefor) and other minerals from and through said real property, together with rights of way and easements for any and all of the above mentioned purposes, but with no right of entry upon or through said real property, except beneath a depth of 200 feet below the present surface of said real property, as reserved by the Roman Catholic Archbishop of Los Angeles, a corporation sole, by deed recorded January 28, 1971 as Instrument No. 3062.

PARCEL 4:

That portion of the city lands of Los Angeles, in the City of Los Angeles, as per map recorded in Book 2 Pages 504 and 505 of Miscellaneous Records, in the office of the county recorder of said county, within the boundary lines of the land described in the deed recorded April 17, 1972 as Instrument No. 658, in said Recorder's Office, lying Northeasterly of the Northwesterly prolongation of the Southwesterly line of Lot "B" of Tract No. 4874, in said City, County and State, as per map recorded in Book 115 Page 89 of Maps, in said County Recorder's Office.

PARCEL 5:

A lot of land in the City of Los Angeles, fronting on the East side of Main Street between Second and Third Streets, more particularly described as follows:

Beginning at a point on the East side of Main Street about 165 feet Southerly from the South line of Second Street, said point being at the Southwest corner of the Roman Catholic Cathedral Lot; thence South 53 degrees East along the Southerly line of said Cathedral Lot 176 1/4 feet to the Northeast corner of what was formerly known as the Cohn Homestead; thence South 37 degrees West 46 feet to the Southeast corner of same; thence North 53 degrees West 176 1/2 feet to the Easterly line of Main Street; and thence along said line North 38 degrees East 46 feet to the point of beginning.

PARCEL 6:

That certain parcel of land, in the City of Los Angeles, described as follows:

Beginning at a point in the Easterly line of Main Street at the most Westerly corner of the land conveyed to Odd Fellows Hall Association, by deed recorded in Book 896 Page 186 of Deeds, said point being distant 211.11 feet; Southwesterly along the Easterly line of Main Street from the Southerly line of Second Street; thence Southeasterly along the Southwesterly line of the land so conveyed to said Odd Fellows Hall Association, 167.25 feet to the Westerly line of the alley as condemned in Superior Court in Case No. 38192 by the City of Los Angeles; thence

Southwesterly and along said Westerly line of said Alley 30.20 feet, more or less, to the Northerly line of the land conveyed to Edward A. Hoffman, by deed recorded in Book 1106 Page 172 of Deeds; thence Northwesterly along said Northerly line of said Hoffman Land, 168.01 feet to the Easterly line of Main Street; thence Northeasterly 32.699 feet, more or less, to the point of beginning.

PARCEL 7:

That certain parcel of land, in the City of Los Angeles, described as follows:

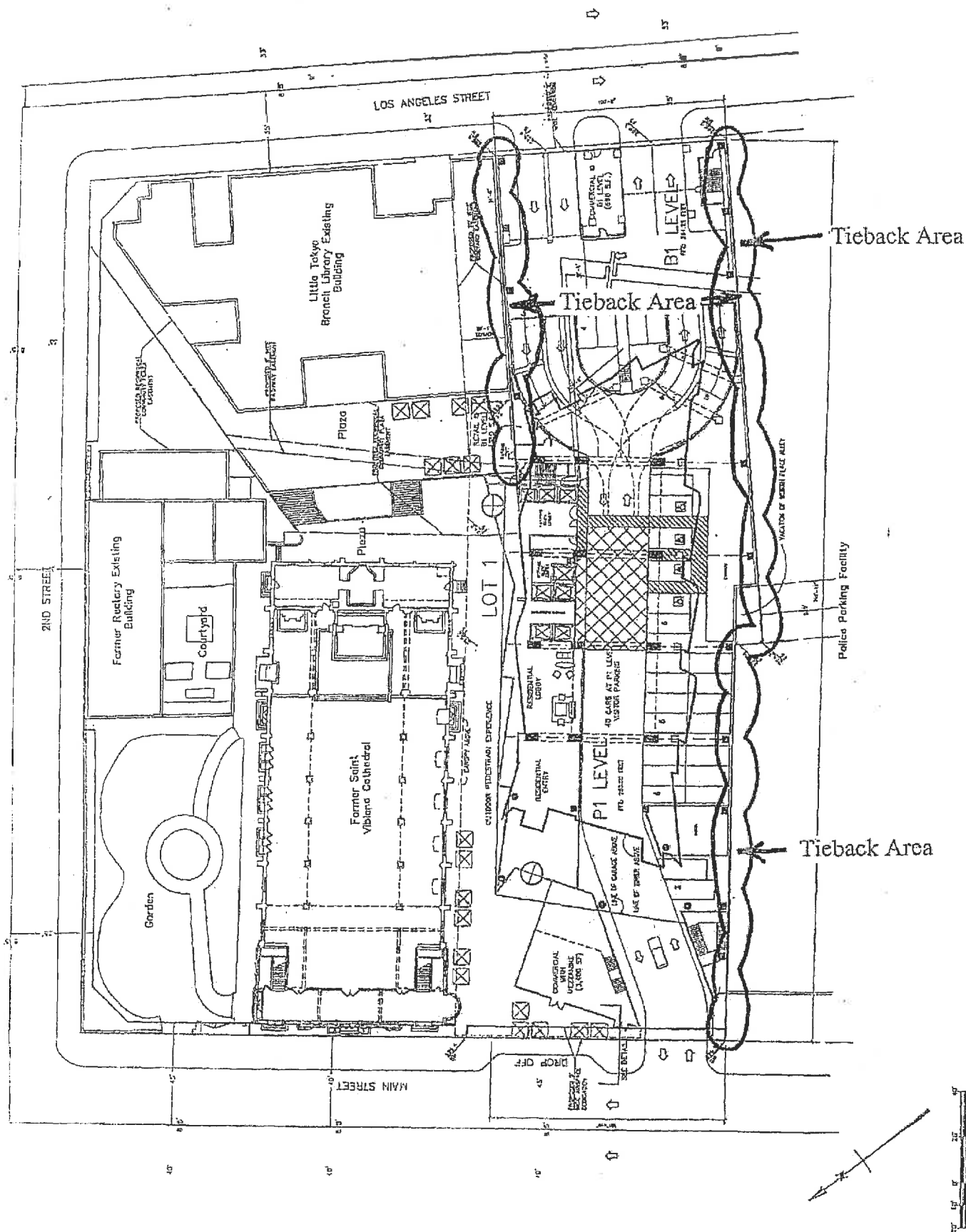
Beginning at a point in the Easterly line of Main Street, distant 243.809 feet Southerly from the intersection of said line of Main Street, with Southerly line of Second Street; thence along said line of Main Street, South 34 degrees 31' West 32.699 feet; thence South 55 degrees 39' East 178.08 feet; thence North 33 degrees 30' East 30.809 feet and thence by a straight line to the point of beginning.

EXCEPT a strip 8 1/4 inches wide off the Southerly side thereof.

EXCEPT from Parcels 4, 5, 6, 7 and 8 all oil, gas, water, and minerals 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, as reserved and excepted by the City of Los Angeles, a municipal corporation, in deed recorded September 7, 2004 as Instrument No. 04-2287942.

APN: 5161-026-023, 5161-026-024, 5161-026-022, 5161-026-033, 5161-026-034 and 5161-026-035

Exhibit C Tieback Area Exhibit



Bureau of Engineering Special Order

February 16, 2000

Special Order No. 003-0201

To All: Deputy City Engineers
Division/District Engineers
Division Heads

Subject: **REQUIREMENTS FOR DEEP EXCAVATION CONSTRUCTION AND
INSTALLATION OF TIEBACKS ON SITES IN OR ADJACENT TO PUBLIC WAYS**

This Special Order supercedes Special Order No. SO09-0686.

Our current requirements as set in Special Order No. SO09-0686 call for the removal of soldier piles and lagging located in the public right-of-way to a depth of 12 feet below gutter grade. The 12 feet cut-off line was established to leave the subsurface area free from any obstruction for the purpose of installing underground utilities and City maintained installations such as sewers and storm drains. Also, it was intended to eliminate any additional financial hardship on the city to remove these piles in case the need arises to use the space they occupy.

Soldier piles are part of the shoring system used in conjunction with the construction of the basement walls of a building. They are normally placed at the face of the wall and within 2 feet of the property line. This subsurface area of the sidewalk is very rarely used by city forces to install underground installations. A shallower cut-off line is acceptable and will not add any hardship on the City. Therefore, effective immediately, the following procedures shall apply to excavation permits.

A. ENGINEERING

1. Existing substructures and utilities shall be shown on plans with elevations and sections when closer than 6 feet clear of drilled holes.
2. Provisions shall be made to immediately dispose of all ground and surface runoff water.
3. Dewatering wells within 10 feet of shoring system or within the public way must be approved by the City Engineer prior to installation.
4. Heavy loads shall not be allowed within 10 feet of the top of the excavation except where the shoring design provides for the proposed surcharge.
5. All changes in the drawings and permit specifications must have prior approval of the Bureau of Engineering, phone (213) 977-6037 for procedural requirements.

B. CONTRACTOR RESPONSIBILITIES

1. **UNDERGROUND SERVICE ALERT**, Inquiry Identification number (USA II No.): Before commencing any excavation, the contractor shall obtain a USA II Number by calling 1-800-422-4133. Two working days shall be allowed after the USA II

Number is obtained and before the excavation work is started so that utility owners can be notified.

2. PRE-JOB INSPECTION REQUIRED 72 HOURS PRIOR TO THE START OF SHORING CONSTRUCTION WITH THE DEPARTMENT OF PUBLIC WORKS INSPECTOR AND JOB SUPERINTENDENT, PHONE (213) 580-5080.
3. Contractor shall locate all utilities and structures within the proposed excavation and make appropriate arrangements for their relocation, prior to the start of construction.
4. Contractor shall locate and cap off all sewer laterals behind the proposed location soldier beams prior to the installation of soldier beams.
5. Existing underground installations carrying unstable substances shall be "pot-holed" as required by the Los Angeles Municipal Code 62.03.01 (Ordinance No. 150, 478), and City Engineer's Special Order SO06-0279 dated February 27, 1979 (Compliance with Ordinance Requirements for Unstable Substance Installations-Guidelines Implementations).

C. CONSTRUCTION PROCEDURES

1. Lagging shall be required unless otherwise noted; lagging shall be 3 inch No. 2, or better, placed and backfilled with sand or slurry, in 5 foot maximum lifts.
2. All backfill between the permanent wall and the public way shall be cohesive material, compacted to a minimum 90 percent relative compaction or a 1½ sack slurry mix, under the continuous inspection and testing by the project's private soil engineer and the Public Works Inspector.
3.
 - a. All soldier beams and lagging placed in the public way either under the sidewalk or in the roadway shall be removed to a minimum of 8 feet below gutter grade.
 - b. All soldier beams and lagging placed in an alley shall be removed to a minimum of 4 feet below grade.
 - c. All tieback anchor rods in the public way including alleys that are located within 20 feet of surface shall be removed. All other tiebacks shall be detensioned and shall be verified by the Public Works Inspector.

D. TIE BACK INSTALLATION

1. Lighting shall be provided for visual inspection of drilled holes.
2. Where caving occurs, drilled holes shall be cased and all backfill shall be pressure pumped so that all voids are filled.
3. All drilled holes to be left open more than twelve (12) hours shall be cased.
4. Anchor holes shall be free of loose material and concrete shall be placed immediately after placing anchor in hole.

5. Anchors shall be tensioned straight and true. Kinking or sharp curvature in anchors under tension shall be cause for rejection.
6. Rods or stranded cables shall remain extended and exposed to permit retensioning throughout the service life of the shoring and detensioning following completion of permanent building structure.

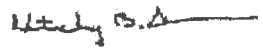
E. TESTING OF TIE BACKS

1. Anchor holes shall be logged and certified by the soils engineer.
2. Hydraulic rams shall be calibrated and certified by testing laboratory.
3. All anchors shall be tested at 150 percent of design load for 15 minutes with less than 0.1 inch yield. 10 percent for anchors at each level, as selected by soils engineer shall be tested at 200 percent of design load. Total yield of 12 inches is acceptable. Total yield of 36 inches is unacceptable. Total yield of 12 to 36 inches shall require soils engineer to assign partial anchors values and install remedial anchors with the approval of the City Engineer.

F. JOB SAFETY

1. Contractor shall establish initial control points for the purpose of monitoring the soldier beams prior to the start of any excavation. Shoring piles shall be survey monitored weekly for line and grade by a licensed surveyor. One set of data obtained shall be maintained at the job site for the inspector of Public Works. A second set of this data shall be promptly submitted to the City Engineer, Central Engineering District. Any one inch movement shall be analyzed by the soils engineer and an approved remedial shoring plan prepared. Any movement of 2-inches or more require that remedial shoring installation be made to prevent additional movement prior to further construction. All affected anchor rods shall be retensioned.
2. Anchor tie rods shall not be welded nor used for grounding welding equipment

(HMM CWR)

EXE/HMM/RS/gva	Approved By:
	
S.O. No. 003-0201	Vitaly B. Troyan, P.E., City Engineer

S P E C I A L O R D E R

SUBJECT FILE COPY FILE NO. 10.11x.11. CLERICAL SERVICES ADM. DIV., RM. 850

February 9, 1982

TO ALL: DEPUTY CITY ENGINEERS
DIVISION/DISTRICT ENGINEERS
DIVISION HEADS

SUBJECT: PROCESSING OF REQUESTS FOR TIE RODS TO REMAIN
IN PLACE

By adoption of Joint Board Report No. 1 dated January 8, 1982, the Board of Public Works revised fees for various temporary anchor systems in public rights of way.

It is the policy of the City Engineer that all tie-rods within 20' below the adjacent street surface be removed from the public way. The policy further provides that tie-rods at all depths should be de-tensioned and that all portions of soldier beams within 12' of the adjacent street surface should be removed. The terms "Tie-Rod", "Anchor Rod" and "Tie" all refer to either rods or cables.

Occasionally, due to unusual circumstances, it is not feasible to remove one or more of these ties. When an owner or contractor determines he needs to leave ties in the public right of way he should address a letter to the City Engineer making his request and include the following information:

1. Reason ties cannot be removed or de-tensioned.
2. Total number of ties originally on project.
3. Number of ties to remain in place.
4. Number of ties proposed to remain in tension.
5. Who to contact, with telephone number, for additional information.

Along with the written request two copies of a plan and profile of the ties to remain, delineating any proposed to remain in tension, shall be submitted along with a copy of the original tie plans.

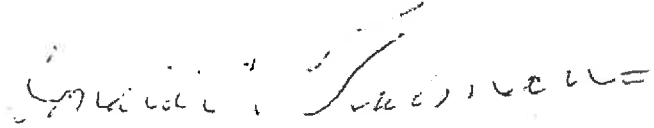
The letter plus the plans must go to the District Engineering Office or the Utility and Estimating Division in the Central District for their determination if the ties should or should not remain in place. A determination of whether or not any ties may remain in tension must be made by the Structural Engineering Design Division.

A permit for the ties to remain will be issued based on the attached Current Fee Schedule, if: they are 5% or less than the original total and located within 20' from the adjacent street surface; they are deeper than 20'; none are in tension.

If ties to remain exceed 5% of the original total and are located within 20' of the adjacent street surface, or if any of the original total remain in tension, the Utility and Estimating Division must be requested to determine the "actual cost" that the City would incur because of the ties.

A copy of the request letter with plans for the ties to remain shall be submitted to the Utility and Estimating Division for use in determining the fee. This fee will be transmitted back to the District Office after it has been determined. The permit can then be issued at the determined fee.

All unusual problems regarding de-tensioning and removal shall
be referred to the Structural Engineering Design Division.

A handwritten signature in dark ink, appearing to read "Donald C. Tillman", is written over the typed name.

DONALD C. TILLMAN
City Engineer

DJM/BB:tas
U & E Div.

CURRENT FEE SCHEDULE

Temporary Anchor Systems for

Lateral Support Shoring

February 8, 1982

Each concrete or metal
deadman located

20 feet or more below the
street surface

\$42

Less than 20 feet below
the street surface

\$84

Each anchor rod located
more than 20 feet below
the street surface, if
permitted to remain by
the City Engineer

\$72

Each anchor rod of the
first 5% of the total
number located within
20 feet of the street
surface, if permitted
to remain by the City
Engineer (These rods
must not be grouped
together-they must be
scattered randomly
throughout the site)

\$132

Each anchor rod in ex-
cess of the first 5%
of the total number
located within 20 feet
of the street surface,
if permitted to remain
by the City Engineer,
shall be charged the
actual costs as deter-
mined by the City Engin-
eer

Actual Costs
(\$132 Minimum)

Each anchor rod left
in tension

Actual Costs
(\$132 Minimum)

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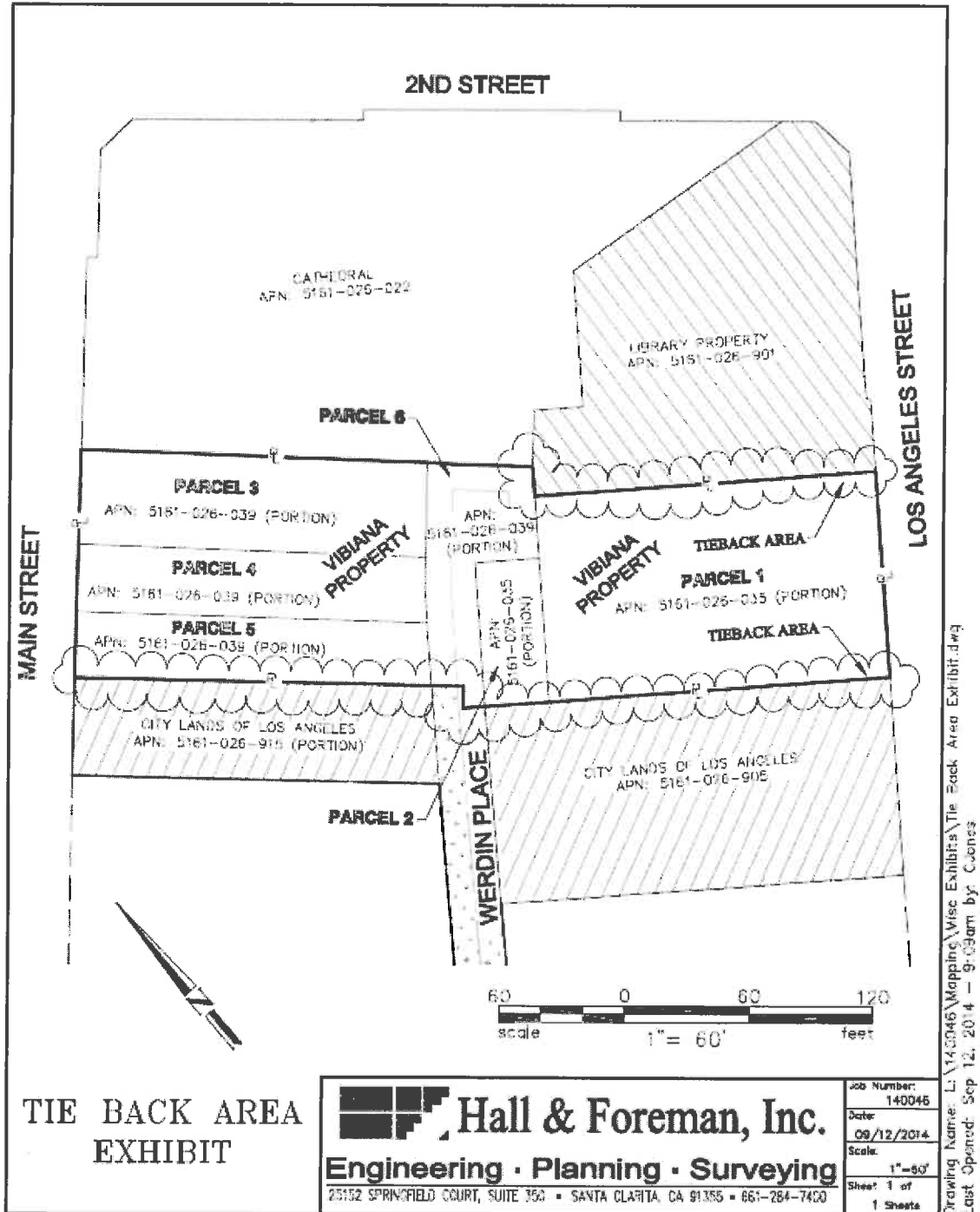
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EXHIBIT C

TIEBACK AREA



ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On _____, 2014, before me, _____,
(insert name of notary)

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 Signature

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

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