

A G E N D A

BOARD OF LIBRARY COMMISSIONERS CITY OF LOS ANGELES

*** SPECIAL MEETING***
THURSDAY, DECEMBER 4, 2014

LITTLE TOKYO BRANCH LIBRARY
203 S. LOS ANGELES STREET
LOS ANGELES, CA 90012

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 REPORT

BOARD DISCUSSION

CONSIDERATION OF PARKING AGREEMENT BETWEEN (EXHIBIT "A")
THE CITY OF LOS ANGELES AND THE 222 MAIN STREET
INVESTORS, LP FOR THE LITTLE TOKYO BRANCH
LIBRARY PARKING – (Item Continued from 11/20/14 Special
Meeting)

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.

PARKING: Reduced parking rate validation can be obtained by showing your library card at the Information Desk, and is only valid for parking on the Westlawn Garage at 524 S. Flower Street. The Westlawn Garage is not owned or operated by the Library Department. Additional information is available at www.lapl.org.

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 12/03/2014

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

**LOS ANGELES PUBLIC LIBRARY
BOARD REPORT**

EXHIBIT "A"

December 4, 2014

TO: Board of Library Commissioners

FROM: John F. Szabo, City Librarian *JF Szabo*

SUBJECT: **PARKING FOR LITTLE TOKYO BRANCH LIBRARY**

RECOMMENDATIONS:

THAT the Board of Library Commissioners consider the following resolutions:

RESOLVED, That the Board of Library Commissioners approve the attached Agreement (Exhibit A) between the City of Los Angeles and 222 MAIN STREET INVESTORS LP, a Delaware limited partnership ("222 Main") for the provision of parking for the Little Tokyo Branch Library during and after construction on the property immediately adjacent to the 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. This report provides an overview of the Little Tokyo Library project. The proposed Agreement (Attachment A) reflects the Board's November 20, 2014 discussion as well as community input provided during that meeting and a subsequent community meeting held at the Little Tokyo Library on November 24, 2014.
2. Background on Library Construction and Parking
 - a. The Little Tokyo Branch Library, a 12,500-square-foot facility, is located at 203 S. Los Angeles Street, adjacent to St. Vibiana's. The library was constructed under the provisions of the 1998 Library Bond Issuance and opened to the public on September 8, 2005.
 - b. The site that the library is built on was owned by Old Cathedral, LLC, which purchased the site to convert St. Vibiana's into a performing arts space. On September 6, 2001, the Board of Library Commissioners approved a Memorandum of Understanding (MOU), Exhibit B, between the library and the Gilmore Associates (developer and agent for Old Cathedral, LLC) regarding the library's purchase of a portion of the land for the construction of the Little Tokyo Branch Library within the St. Vibiana Cathedral Project.

- c. Paragraph 12 of the existing MOU included provisions for continued parking for the library in anticipation of development on the remaining land, as follows: *"...The Developer will provide 25 parking spaces for the Library at Vibiana Place or adjacent properties for the length of time the parking structure is in construction if said structure is not completed at the time the Library building is completed. The cost of such temporary parking shall be borne by the Developer."*
- d. Paragraph 11 of the MOU also states that *"The Library understands that the Developer will enter into an agreement with the City of Los Angeles to construct a parking structure on the property of Vibiana Place or adjacent property with a capacity of approximately 1,250 spaces for cars. The Library further understands that this structure will include 40 spaces for library use."*
- e. Under the provisions of the existing MOU, the library is currently being provided the required 25 parking spaces for staff and patrons of the library at the surface parking lot located immediately south of the library. This adjacent parcel of land was recently acquired by a new developer, "222 Main." Soon, 222 Main will begin construction of a mixed-use, 8-story project on the parking lot. This development has been scaled back from a previously anticipated 41-story project.

3. Parking Provisions During and After Construction

- a. During construction of the proposed project, 222 Main will provide, at its expense, a minimum of 26 parking spaces for library staff and patrons at the property located immediately south of the existing parking lot, called the ROE Property.
- b. During the negotiation of the attached new Agreement and due to the scaled-back size of the development (8 stories vs. 41 stories), upon completion of construction, 222 Main shall provide 2 accessible parking spaces in the development for library use. In addition, a minimum of 10 parking spaces will also be provided for library use in the new development.
- c. In the new agreement, 222 Main, at its cost, will provide valet parking and parking validations for 28 spaces at all times for volunteers and the public during the Library's hours of operation. For those using parking validations, there will be a grace period of 30 minutes before and 30 minutes after library hours, at a parking facility chosen by the library at its sole discretion (the "Preferred Outside Parking Facility").

- d. The valet parking provided will allow volunteers and patrons to retrieve their cars with no longer than a ten (10) minute wait time. The valet parking attendant shall be located no further than twenty (20) feet from the front entrance of the library. During Library special events and other occasions that attract more than ten (10) attendees at one time, 222 Main will provide more than one valet parking attendant.
- e. The developer will also provide and install at their expense, way-finding signage to direct patrons to the location of offsite parking.
- f. The City will use its "commercially reasonable best efforts" to find a permanent alternative to the Additional Offsite Spaces.
- g. The term of this agreement is in perpetuity regardless of the owner.
- h. The agreement has been reviewed by City Attorney staff and the City Risk Manager.

Prepared by: Kyle Millager, Business Manager

Reviewed by: Kris Morita, Assistant General Manager

Attachments

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

(Above Space For Recorder's Use Only)

PARKING AGREEMENT

(Little Tokyo Branch Library)

This Parking Agreement ("Agreement"), dated as of _____, 2014, is entered into by and among the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Library Commissioners (the "City") and 222 MAIN STREET INVESTORS LP, a Delaware limited partnership ("222 Main"). The City and 222 Main are sometimes individually defined herein as a "Party" and collectively as the "Parties". This Agreement is entered into with reference to the following facts and circumstances:

RECITALS

A. The City of Los Angeles Public Library (the "Library Department") currently operates the Little Tokyo Branch Library (the "Library") located at 203 S. Los Angeles Street, Los Angeles, as more particularly described in Exhibit "A" attached hereto (the "Library Property").

B. The parking for the Library is currently provided on an adjacent parcel of land recently acquired by 222 Main and located at 222, 226, 230, 232 and 234 S. Main Street and 221, 223, 225 and 227 S. Los Angeles Street, Los Angeles, as more particularly described in Exhibit "B" attached hereto (the "222 Property"). 222 Main will shortly commence construction of a mixed-use project (the "222 Project") on the 222 Property that will include a ground level/subterranean parking structure (the "222 Parking Structure").

C. The City and the prior owner of the 222 Property entered into a Memorandum of Understanding in 2001 (the "MOU") whereby they agreed that parking for the Library would be provided on the 222 Property as part of the prior owner's then-contemplated project.

D. The City and 222 Main desire to enter into a different arrangement than that described by the MOU and hereby set forth their respective rights and

responsibilities with respect to the location of, and payment for, the offsite parking spaces for the Library following the commencement of construction of the 222 Project.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Temporary Parking on City Property. 222 Main has entered into a Right of Entry Permit (the "Right of Entry") dated _____, 2014, pursuant to which 222 Main has acquired the right to use the property located south of, and adjacent to, the 222 Property, which land includes Assessor Parcel Nos. 5161-026-904, 905, 906 and 910 (the "ROE Property") for parking and construction staging and management. In accordance with the Right of Entry, 222 Main shall provide, at its sole expense, twenty-six (26) parking spaces at the ROE Property for the Library during the period commencing on the date parking spaces are no longer available for the Library on the 222 Property and ending on the date a temporary certificate of occupancy is issued for the 222 Project (the "222 TCO Date").

1.1 Alternative Temporary Parking. Should the Right of Entry be terminated or the ROE Property become otherwise unavailable prior to the 222 TCO Date, then parking shall be provided as set forth in Section 3 below.

2. Permanent Parking in 222 Parking Structure. Commencing on the 222 TCO Date, 222 Main shall provide the following permanent parking spaces in the 222 Parking Structure, free of charge, for the benefit of the Library, as follows:

2.1 Handicap Spaces. 222 Main shall provide two (2) handicap parking spaces in the 222 Parking Structure for the use of Library employees and patrons.

2.2 Standard Spaces. 222 Main shall provide (a) ten (10) key cards or similar parking passes to allow Library employees to access the 222 Reserved Spaces (as defined below) and the other parking spaces on the ground level of the 222 Parking Structure daily, two (2) hours prior and two (2) hours after the opening and closing times of the Library, as determined from time to time by the Library (the "Library Employee Hours"), but with access for two (2) Library employees to be extended through to midnight regardless, and (b) seven (7) reserved parking spaces on the ground level of the 222 Parking Structure (the "222 Reserved Spaces") for the exclusive use of Library employees during the Library Employee Hours..

3. Additional Permanent Parking. Commencing on the 222 TCO Date, 222 Main shall make arrangements for twenty-eight (28) parking spaces (the "Additional Offsite Parking Spaces") to be used by Library patrons at any given time during the Library's hours of operation.. 222 Main shall both: (a) provide valet parking and; (b) purchase validations on a monthly basis for daily use by Library patrons who choose to

self-park their vehicles at a parking facility chosen by the Library at their sole discretion (the "Preferred Offsite Parking Facility") to ensure that twenty-eight (28) parking spaces are continuously available for use by the Library patrons at any given time during the Library's hours of operation, including a grace period of thirty (30) minutes before the Library opens and thirty (30) minutes after the Library closes (the "Library Patron Hours").

3.2 Valet Parking. The valet parking provided pursuant to Section 3 above shall allow the Library patrons to retrieve their cars with a no longer than ten (10) minute wait time. The valet parking attendant shall be located no further than twenty (20) feet from the front entrance of the Library. During Library special events and other occasions that attract more than ten (10) attendees at one time, 222 Main will provide more than one valet parking attendant.

3.3 Way-Finding Signage. Within twenty (20) business days following the 222 TCO Date, 222 Main shall install, at 222 Main's expense, directional signage (the "Way-Finding Signage") that directs Library patrons to the location of the Preferred Offsite Parking Facility(ies) or other offsite parking facility where the Additional Offsite Parking Spaces are located. The Way-Finding Signage shall be installed in locations in a sufficient amount to easily direct Library patrons, to the satisfaction of the Library Department. Prior to the 222 TCO Date, the Library Department shall reasonably determine the type, size, dimensions and general text of the Way-Finding Signage and convey that information to 222 Main. 222 Main shall update and re-install, if necessary, any Way-Finding Signage at 222 Main's expense should the location of the Preferred Offsite Parking Facility or other offsite parking facilities change.

4. Future Alternative Parking Arrangement. The City agrees that it will use its commercially reasonable best efforts to find a permanent alternative to the Additional Offsite Spaces described in Section 3 above.

5. Early Termination. City may terminate this Agreement for any reason upon thirty (30) days written notice to 222 Main.

6. Excusable Delays. In the event that performance on the part of any Party is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, the following: acts of God or of the public enemy; insurrection; acts of the federal government or any unit of State or local government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in

transportation, to the extent that they are not caused by the Party's willful or negligent acts or omissions, and to the extent that they are beyond the Party's reasonable control.

7. Library Closures. Should the Library, for any reason, cease operations for any length of time, this Agreement shall only be suspended during the length of any such shut down and shall fully commence whenever the Library commences operations again.

8. Amendment. This Agreement shall not be modified or amended except by an instrument in writing duly executed by all of the Parties.

9. Recordation. This Agreement shall be recorded with the Registrar-Recorder of the County of Los Angeles within ten (10) days following its execution by all Parties.

10. Enforcement. This Agreement may be enforced by any of the Parties. Enforcement of this Agreement may be by any proceeding in law or in equity against any person or persons or entity or entities violating or attempting to violate any of the provisions of this Agreement, and may seek to enjoin or prevent them from doing so, to cause any violation to be remedied and/or recover damages for any violation. The rights, powers, privileges and remedies of the Parties provided herein are cumulative and not exclusive of any right, power, privilege or remedy provided by law or in equity.

11. Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be personally delivered by courier or overnight delivery service or mailed, certified or registered mail, return receipt requested, to the Parties at the following addresses:

If to City:

City of Los Angeles
200 N. Spring Street, Room ____
Los Angeles, California 90012
Attn: _____
Fax No.: (213) _____

with a copy to:

Office of the City Attorney
Real Property/Environmental Division
City Hall East, Rm 701
200 North Main Street
Los Angeles, California 90012
Fax No.: (213) 978-8090

If to Library Department:

Los Angeles Public Library Business Office
630 W. 5th Street, 4th Floor, Los Angeles, California 90071
Attn: Business Manager
Fax No.: (213) 228-7449

with a copy to:

Los Angeles Public Library
630 W. 5th Street
Los Angeles, California 90071
Attn: City Librarian
Fax No.: (213) 228-7519

If to 222 Main:

222 Main Investors LP
c/o Holland Partner Group
1111 Main Street, Suite 700
Vancouver, Washington 98660
Attn: Mr. Thomas D. Warren
Fax No.: (360) 696-9776

with a copy to:

Sheppard, Mullin, Richter & Hampton LLP
333 S. Hope Street, 43rd Floor
Los Angeles, California 90071
Attn: Jack H. Rubens, Esq.
Fax No.: (213) 620-1398

Personally and courier delivered notices shall be deemed given upon actual personal delivery to designated address of the intended recipient. Mailed notices shall be deemed given upon the date of actual receipt as evidenced by the return receipt. Notices may also be sent by facsimile, which shall be deemed delivered on actual receipt (except if a facsimile is sent on a non-business day or after 5:00 p.m. on a business day, in which case the facsimile shall be deemed delivered on the next business day), and written confirmation generated by the sender's equipment shall be prima facie evidence of delivery. Any address for notice may be changed from time to time by written notice to the other Parties.

12. Waivers. No provision herein may be waived unless in writing and signed by the Party or Parties whose rights are thereby waived. No waiver by a Party of any one

provision in this Agreement shall be deemed a waiver of any other provision herein at the same or any other time. Any delay in providing any Party with any notice of a breach or default of this Agreement shall not constitute a waiver of any such breach or default.

13. Severability. The provisions of this Agreement are contractual, and not mere recitals, and shall be considered severable, so that if any provision or part of this Agreement shall at any time be held invalid, illegal or unenforceable, that provision or part thereof shall remain in force and effect to the extent allowed by law, and all other provisions of this Agreement shall remain in full force and effect, and be enforceable; provided, however, that the foregoing shall not apply if the invalid, illegal or unenforceable provision provided a material portion of the consideration to a Party with respect to its entry into this Agreement.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

15. Execution in Counterpart. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to be one and the same document.

16. Recitals in Caption. The recitals in the captions of the paragraphs and subparagraphs of this Agreement are for convenience and reference only; the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

17. No Presumption re Drafter. The Parties acknowledge and agree that the provisions of this Agreement have been negotiated and discussed between the Parties and their attorneys, and this Agreement reflect their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

18. No Partnership or Other Special Relationship. Nothing in this Agreement is intended to or does establish the Parties as partners, joint venturers, or principal and agent with one another.

19. Exhibits. All Exhibits attached hereto are incorporated herein by this reference and made a part of this Agreement.

20. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California, except for its choice of law provisions. Jurisdiction and venue is proper only in a state or federal court located in Los Angeles County, California.

21. Current Los Angeles City Business Tax Registration Certificate Required. If applicable, 222 Main represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the City's Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Agreement, 222 Main shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

22. Non-Discrimination In Employment. 222 Main agrees and obligates itself in the performance of this Agreement not to discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition.

23. Slavery Disclosure Ordinance. This Agreement is subject to the applicable provisions of the Slavery Disclosure Ordinance. ("SDO") (Section 10.41, *et seq.* of the Los Angeles Administrative Code. Unless otherwise exempt in accordance with the provision of this Ordinance, 222 Main certifies that it has complied with the applicable provisions of the Ordinance.

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

"City":

CITY OF LOS ANGELES,
a municipal corporation, acting by and through its Board of
Library Commissioners

By _____ Date: _____

President

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By _____ Date: _____
Deputy City Attorney

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By _____
Deputy

"222 Main":

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 _____

(Print Name and Title)

EXHIBIT "A"

LEGAL DESCRIPTION OF LIBRARY PROPERTY

All that certain real property located in the City of Los Angeles, County of Los Angeles, State of California, more particularly described as follows:

EXHIBIT "B"

LEGAL DESCRIPTION OF 222 PROPERTY

All that certain real property located in the City of Los Angeles, County of Los Angeles, State of California, more particularly described as follows:

MEMORANDUM OF UNDERSTANDING

CONTRACT NO. 707

Little Tokyo Branch Library

This Memorandum of Understanding (the "MOU") is entered into by and between the City of Los Angeles Library Department (the "Library") and Gilmore Associates (the "Developer") regarding the development of a site (the "Property") for the Little Tokyo Branch Library at the former Archdiocese headquarters property ("Vibiana Place") (collectively "the Parties").

A. Responsibilities and Rights of the Parties.

1. Developer shall provide a Development Master Plan for Vibiana Place that includes a site plan for the Little Tokyo Branch Library.
2. Developer shall provide a property description of the branch library site including its size and location. Developer shall provide a survey of the property. If a lot line adjustment is required, the adjustment is to be made by the City and recorded concurrently with the close of escrow. The Library property is approximately 20,000 square feet. The 20,000 square feet does not include parking required for the library and does not include the design and construction of any common areas for the Development.
3. Developer will be responsible for all planning, design and construction work relevant to common areas and other areas adjoining the library. The Developer shall cooperate with the Library's architect in the design of such adjoining areas.
4. Developer agrees to include the Property in an overall Phase I Environmental Site Assessment for Vibiana Place. The Phase I Environmental Site assessment will be completed before the close of Escrow. Should a Phase II environmental clearance be required for the Property, Developer and Library shall work together to develop a mitigation plan, and Developer shall be responsible for implementing the mitigation measures on a schedule that ensures that the library building permit will not be delayed. The scope of Phase II work shall be approved by the Library before the commencement of the work. Library agrees to reimburse Developer for costs associated with Phase II work that pertains to the Property. Library shall have no financial responsibility for Phase I or Phase II work at Vibiana Place that does not pertain to the Property.
5. The purchase price of the 20,000 square feet is \$2 million. The City will own all air and underground rights. However, Developer shall have the right of first refusal to purchase the property's air rights should the Library, at a future date, consider the sale of such air rights.
6. Escrow shall close by October 15, 2001.
7. The Property shall not share utilities with any other project elements at Vibiana Place. There shall be no easement through the footprint of the library building. Easement will be permitted outside the library building on library property and common areas.
8. The Library will design and build a 12,500 square foot library facility on its property. The Library will select its architect. The Library will coordinate the library design with the Developer in such a way that it is compatible with the Master Plan for Vibiana Place. The Developer may review and provide comments on the library design.

9. The Library in conjunction with the Los Angeles Department of Public Works will manage the construction of the Little Tokyo Branch Library. The Department of Public Works shall have the right to proceed with such construction independently of other project elements at Vibiana Place. However, the Department of Public Works shall coordinate its construction schedule with the Developer to facilitate and expedite, to the extent possible, the overall development of Vibiana Place.
10. The Developer shall demolish any structures solely or partially on library property before the start of construction. The Library will reimburse the Developer for the demolition of structures on the library property. If the structures are only partially on the Library property, the Library will reimburse the Developer the pro rated amount for the portion of the structure on Library property.
11. The Library understands that the Developer will enter into an agreement with the City of Los Angeles to construct a parking structure on the property of Vibiana Place or adjacent property with a capacity of approximately 1,250 spaces for cars. The Library further understands that this structure will include 40 spaces for library use. A separate agreement between the Library and the City will become part of this agreement.
12. In order to construct the 12,500 square foot library branch building on its 20,000 square foot property, the Library anticipates that approximately 5,000 square feet of additional space will be needed during construction for use as temporary storage for materials and equipment, operations and staging areas (the "Staging Area"). The portion of the Property adjacent to the footprint (the "Adjacent Area") will provide at least 5,000 square feet of space, which the Library will be permitted to use as the Staging Area (and Developer will grant such temporary easements and rights of way over the Developer's property as may be necessary for the use of the Staging Area). However, the parties recognize that the configuration of the Adjacent Area might not be suitable for an efficient and effective Staging Area. If such is the case, the Library will use whatever portion of the Adjacent Area that is useable for part of the Staging Area, and the Developer will lease land across Los Angeles Street from the Library's construction area (or such other land as is reasonably convenient for the purpose and which the parties agree upon) to be used as the balance of the Staging Area. The Developer will provide 25 parking spaces for the Library at Vibiana Place or adjacent properties for the length of time the parking structure is in construction if said structure is not completed at the time the Library building is completed. The cost of such temporary parking shall be borne by the Developer.
13. A Memorandum of Understanding was approved by Los Angeles City Council for the City of Los Angeles to construct a 1,300 space parking facility (the "Parking Facility") on the Vibiana Place site. The Library will use Bond funds for forty (40) parking spaces in the Parking Facility for permanent branch library parking. If the City does not construct the Parking Facility on the site, the Developer will construct the Parking Facility and will incorporate forty (40) parking spaces for the use of the branch library, in which event the Library will reimburse the Developer for its proportional share of the costs of constructing the Parking Facility.
14. The Library will begin design as soon as the Agreement is executed.

B. Execution of Definitive Agreements.

1. Subsequent to the execution of this MOU, the Library and Developer shall execute purchase and sale documents and all other documents required to implement the transaction ("Definitive Agreements").

IN WITNESS THEREOF, the Parties have caused this MOU to be duly executed by the respective authorized officers as of the Effective Date.

"Developer"

GILMORE ASSOCIATES, as agent for Old Cathedral, LLC

By: Robert A. [Signature]

Title Authorized Signatory

Date Aug. 27, 2001

"Library"

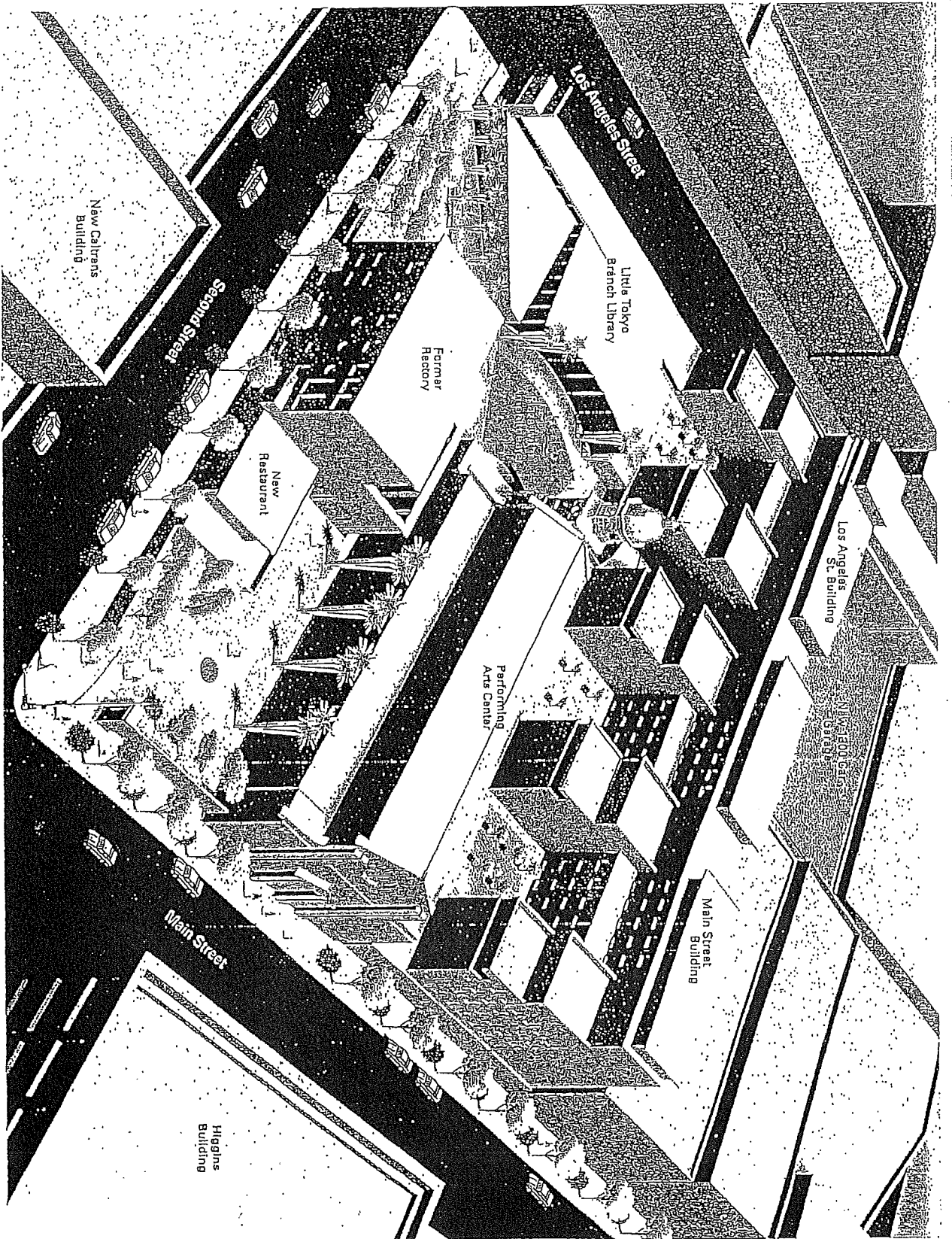
Executed for
Library Department

Board of Library Commissioners

[Signature]
David Lehrer, President.

Approved as to form and legality

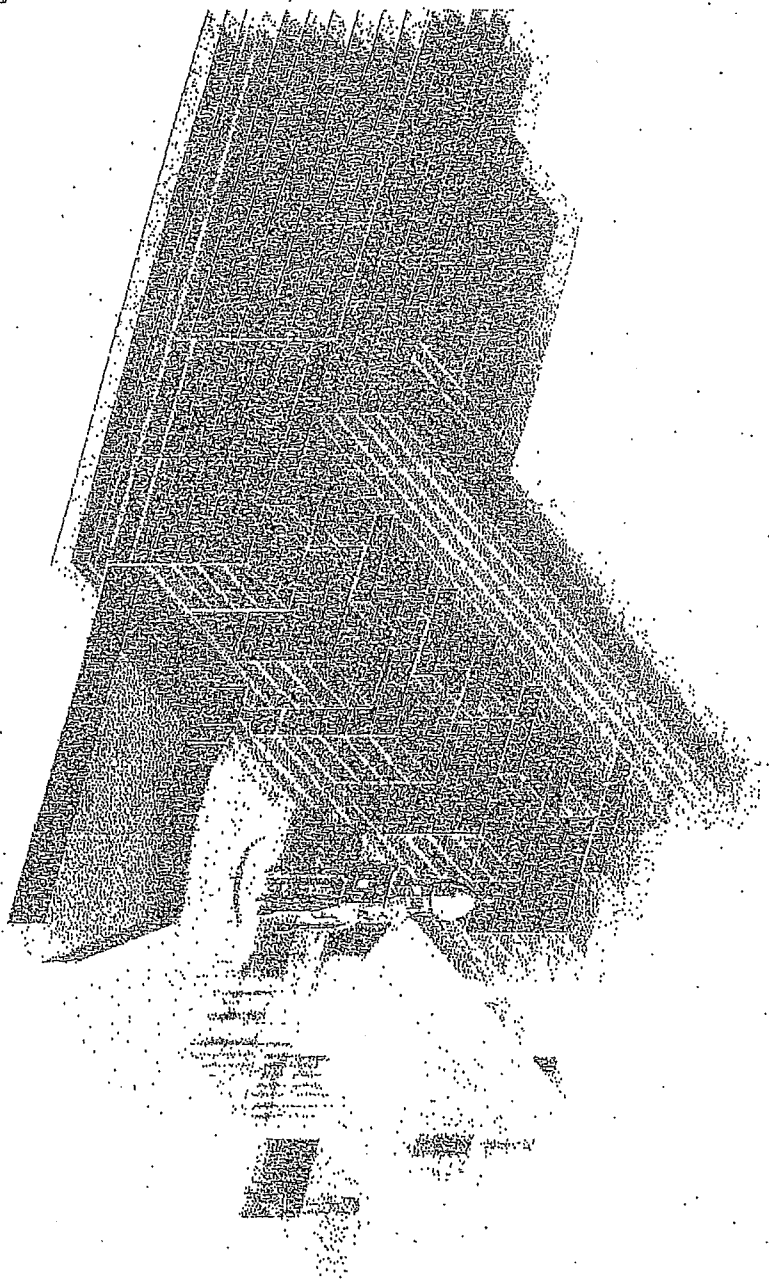
By: [Signature]
Assistant City Attorney
For: Library Department



Vibiana Place

Drawing by Suisman Urban Design

01/15/01



LIBRARY 12,500 sf



PARKING 1,300 stalls



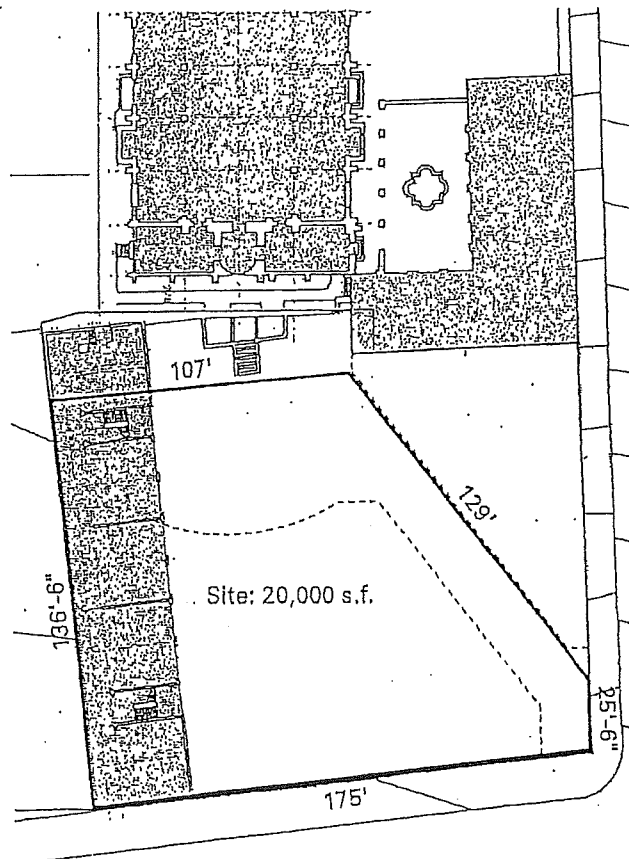
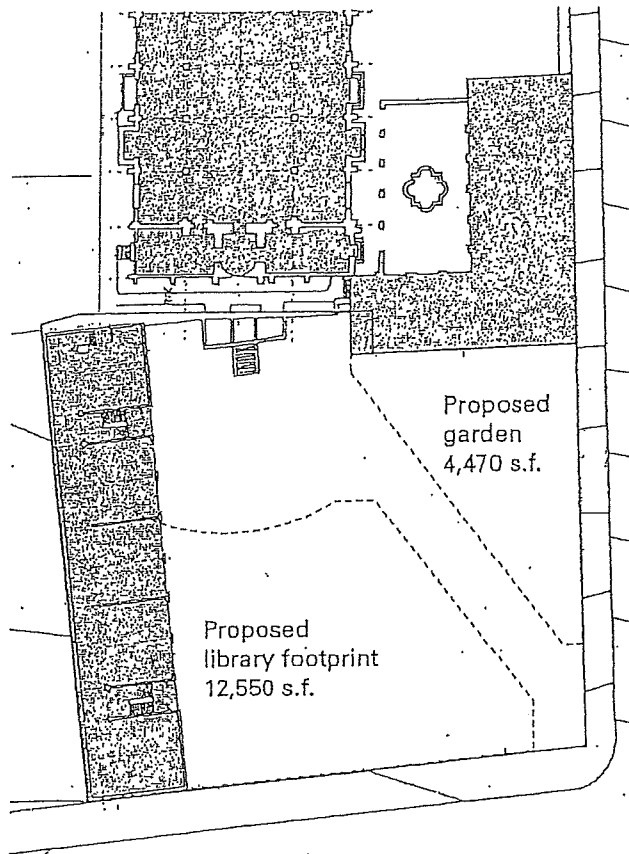
HOUSING 300 units



RESTAURANT/METAL

Vibiana Place

Housing Complex
Massing Diagram
Drawing by SUSAN URBAN DESIGN



Site dimensions rounded up or down to the nearest 1/2 foot