PROPERTY ACCESS AGREEMENT
FROM THE U.S. DEPARTMENT OF VETERANS AFFAIRS TO
WEST LA VETERANS COLLECTIVE, LLC AT THE
VA WEST LOS ANGELES CAMPUS IN LOS ANGELES CALIFORNIA

THIS PROPERTY ACCESS AGREEMENT ("Agreement") is made and entered into this 3rd day of June 2020 (the "Effective Date"), by and between UNITED STATES OF AMERICA, and its assigns, with an address of 810 Vermont Avenue, Washington, DC 20420 ("Government" or "VA") and West LA Veterans Collective, LLC, with an address of 1000 Corporate Pointe, Culver City, CA 90230 ("Principal Developer").

A. WHEREAS, Government is the owner of certain real estate, consisting of approximately 388 acres of land, with improvements located thereon, situated in Los Angeles, CA (hereinafter the "Property" or the "WLA Campus"), and known as the U.S. Department of Veterans Affairs Greater Los Angeles Medical Center located at 11301 Wilshire Boulevard Los Angeles, CA 90073, depicted in Exhibit A, attached hereto, and incorporated herewith.

B. WHEREAS, Principal Developer has requested permission from Government for Principal Developer to enter the Property to perform due diligence investigations ("Due Diligence Activities") within an area of the Property referred to in this Agreement as the "Site", which is depicted in Exhibit B, attached hereto and incorporated herewith, which includes all real property and improvements contained therein. The Due Diligence Activities will be conducted with respect to the Veterans housing projects planned by the Principal Developer on the WLA Campus ("Project") and are limited to the scope of work contained in Exhibit C, attached hereto and incorporated herewith.

C. WHEREAS, the Property, and any actions taken by VA relating to the Property, are subject to federal law, including but not limited to the West Los Angeles Leasing Act of 2016 (Public Law 114-226, as amended by Public Law 115-251, the Department of Veterans Affairs Expiring Authorities Act of 2018) (collectively, the "West LA Leasing Act"), and will be taken in accordance with VA's WLA Campus Draft Master Plan dated January 28, 2016 ("Draft Master Plan") or successor Master Plan.

D. WHEREAS, Government is willing to grant Principal Developer permission to enter the Site for the purpose of performing the Due Diligence Activities.

NOW, THEREFORE, in consideration of the foregoing, certain valuable non-monetary consideration, and of agreements hereafter contained, Government hereby grants to Principal Developer a non-exclusive, revocable license to enter the Site subject to terms and conditions set forth herein.

1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference.
2. **Term.** The term of this Agreement shall commence on the Effective Date and shall expire on 2\textsuperscript{nd} day of June 2022 (the “Term”) unless Government and the Principal Developer agreed in writing to extend the term as provided herein.

3. **Purpose of Entry.** Principal Developer, by its duly authorized officers, employees, agents, and duly authorized employees of its contractors, subcontractors, engineers, consultants, planners, designers, and/or vendors, (collectively, “Principal Developer Employees”), may enter the Site during the Term of this Agreement solely for the purpose of performing the Due Diligence Activities. Such entries shall at all times be subject to VA security and parking guidelines and regulations.

4. **Principal Developer’s Responsibilities.** Principal Developer shall be responsible for all costs associated with the Due Diligence Activities. All tools, equipment, buildings, improvements, and other property taken upon or placed upon the Property by Principal Developer shall remain the property of Principal Developer and must be removed by Principal Developer prior to the expiration of this Agreement, unless such tools, equipment, buildings, improvements, and other property taken upon or placed upon the Property shall be subject to an executed enhanced use lease agreement with VA.

5. **Compliance with Law.** Principal Developer shall perform the Due Diligence Activities in compliance with all applicable Federal, State, and local laws, ordinances, and regulations. Principal Developer shall obtain all permits, licenses, certificates, and approvals required to perform the Due Diligence Activities.

6. **Notice to Government.** At least five (5) business days prior to commencing the Due Diligence Activities, Principal Developer, or its contractor(s), as applicable, shall provide Government with written notice of the commencement of the Due Diligence Activities, which shall include a brief description and an estimated schedule for completion (“Due Diligence Activity Notice”). The Due Diligence Activity Notice and related information may be distributed by the Government to WLA Campus patients, staff, residents, visitors, third party land users, and other stakeholders.

7. **Reports.** Upon request, Principal Developer shall provide Government each and any study, survey, due diligence report, or other writing Principal Developer completes concerning the Due Diligence Activities (hereinafter “Reports”) within thirty (30) business days of their completion. Principal Developer, Principal Developer’s contractors, and any and all subcontractors (hereinafter “Contractors”) shall not release any Reports to third parties not connected with the Principal Developer’s development of the Site without Government’s prior written permission.

8. **Security of Site.** The Due Diligence Activities shall include reasonable security measures of Principal Developer (along with any additional measures VA chooses to implement at its discretion) to the extent such security measures are necessitated solely as a result of the Due Diligence Activities, to minimize the risk of property damage or bodily injury at or in the vicinity of the Property.
9. **Conduct of Due Diligence Activities.** With respect to the Due Diligence Activities, the following additional conditions shall apply:

a. Principal Developer's Due Diligence Activities shall not interrupt the provision of healthcare and services to Veterans on the Property.

b. This Agreement is executed with the understanding that to the extent necessary and supported by the specific type of Due Diligence Activities at play, Principal Developer shall provide flagmen or other appropriate traffic safety personnel to direct traffic during periods of traffic disruption. All work shall be coordinated with Government and be conducted in a manner consistent with VA's ongoing mission and operations on the WLA Campus, and to avoid unnecessary disruption to patient parking and vehicular ingress and egress. VA shall have discretion to require Principal Developer to adjust its activities if VA determines that such disruption is occurring.

c. Principal Developer shall be responsible for and will obtain at its sole cost and expense, all applicable Federal, State, and local planning approvals, and other licenses and permits which are necessary for the Due Diligence Activities.

d. Principal Developer agrees to use its best efforts to ensure and take all actions as necessary to ensure that its use of the Property will not adversely affect the Government's quiet use and enjoyment of the Property and the surrounding property of the Government. Principal Developer shall replace, repair, restore, or relocate any property of the Government affected or damaged directly or indirectly by the Due Diligence Activities all to the satisfaction of the Government official having immediate jurisdiction over the Property.

e. No mining operations shall be conducted on the Property. No minerals shall be removed therefrom, except such as are reasonably necessary for the Due Diligence Activities.

f. Upon termination of this Agreement or forfeiture of the Property, Principal Developer shall within a reasonable time thereafter, if so requested by the Government, remove from the land all structures, installations, and appurtenances thereto belonging to Principal Developer and restore the Property to the satisfaction of the Government.

g. No advertisements, commercial, political, or otherwise, will be placed on, or allowed on the Property. No signage shall be installed or constructed on or over the Property without the prior written approval of VA, and such approval shall not be unreasonably withheld, conditioned, or delayed; provided that, VA shall be permitted to withhold its approval if such signage would improperly suggest to the public that the Property is under the ownership or perpetual jurisdiction and control of Principal Developer or another third-party entity.
h. Principal Developer's Employees and visitors shall park their vehicles only in designated parking areas within the Site and are prohibited from parking on any portion of the WLA Campus that is located outside the boundaries of the Site. Any parking by Principal Developer's Employees and visitors on the WLA Campus outside the boundaries of the Site is prohibited under Federal law and will be strictly enforced. Principal Developer shall provide clear notice to Principal Developer's Employees and visitors by posting prominent signs and implementing appropriate measures to ensure such compliance.

i. Principal Developer shall maintain the Property in a clean, orderly, and sanitary condition at all times and shall arrange for prompt disposal of any dirt, refuse, and debris and shall provide and maintain for public use an ample number of containers for trash.

j. It is understood that this Agreement will be an absolute net cost transaction with no cost to the Government, and that the Government shall not be obligated to pay any charges or incur any costs or obligations.

10. Condition of Property. Subject to VA review and written approval, Principal Developer shall promptly and diligently repair any damage to the Property caused by performing the Due Diligence Activities and shall leave (and restore, if applicable) the Property in substantially the same condition as existed when Principal Developer entered the Property with the exception of areas within the Site on which Project activities will occur, as long as such condition does not interfere with VA’s use of the Property. Principal Developer agrees to keep the Property free and clear from all liens, security interests, and other encumbrances arising by, though, as a result of, or in connection with the use or occupancy of the Property by Principal Developer or Contractors. If any such lien, security interest, or other encumbrance arises, Principal Developer will take such action as is necessary to discharge the same within thirty (30) business days following Principal Developer's notice thereof. If Principal Developer does not comply with the requirements of this Paragraph, then Government may, but is not obligated to, take measures to contest and/or discharge the lien, security interest, or encumbrance itself and recover from Principal Developer all of Government's costs and expenses related thereto, which amount Principal Developer agrees to pay immediately following written notice from Government of such amount.

11. Insurance. Principal Developer, Principal Developer's contractors, and any and all subcontractors (hereinafter "Contractors") shall obtain at their own cost and expense, and keep in full force and effect, during the terms of their respective entries upon the Site the following insurance with respect to the Due Diligence Activities:

i. Comprehensive general liability insurance policy in an amount not less than One Million Dollars ($1,000,000.00) combined single limit per occurrence for bodily injury, death, and property damage, protecting Government against any and all claims for bodily injury, death, or property damage arising directly or indirectly from Principal Developer's use of the
Property. Such coverage shall include coverage for explosion, collapse, and underground events, commonly referred to as XCU coverage; and

ii. If the Contractor is a design professional, Professional liability and pollution liability insurance in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence. A Contractor is considered a design professional if they are providing architectural, engineering, or other services related to the design of any element of the Project, or otherwise involved in the review and performance of Project elements or compliance with planning documents or provide review, recommendations, or advice relating to the design of any portion of the Project.

The policy or policies required hereunder shall be issued by insurance companies qualified to do business in the State of California and such policy or policies shall provide at least twenty (20) business days' written notice to Government before cancellation or material modification. Principal Developer and Contactors shall deliver to Government certificates of such insurance, showing the United States of America named as the additional insured, evidencing the coverage in force as of the Effective Date of this Agreement, as well as any replacement certificates issued during the Term of this Agreement.

12. Environmental

a. NEPA/NHPA Compliance

i. Principal Developer shall at all times comply with applicable laws and regulations, including but not limited to the National Environmental Policy Act (NEPA), 42 U.S.C. § 4321, the National Historic Preservation Act (NHPA), 54 U.S.C. 300101 et seq., and the Archaeological Resources Protection Act, 16 U.S.C. §§ 470aa–470mm.

ii. Principal Developer shall ensure that all Due Diligence Activities undertaken comply with the Programmatic Agreement executed by VA, the California State Historic Preservation Office ("SHPO"), and the Advisory Council of Historic Preservation on May 1, 2019, and any subsequent agreements. Principal Developer will coordinate such compliance with the Government and the SHPO, Tribes, and Consulting Parties as needed.

iii. Principal Developer shall ensure that all Due Diligence Activities undertaken are consistent with the 2019 Final Programmatic Environmental Impact Statement and Record of Decision executed September 3, 2019 (EIS/ROD), including implementation of any required minimization and mitigation measures identified in the EIS/ROD.
b. Compliance with Environmental Laws

i. The term "Environmental Law" means any statute, law, act, ordinance, rule, regulation, order, decree, or ruling of any Federal, State, interstate, and/or local governmental, quasi-governmental, legislative, administrative or judicial body, agency, board, commission or other authority relating to the protection of health and/or the environment or otherwise regulating and/or restricting the use, storage, disposal, treatment, handling, release, and/or transportation of hazardous substances, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Solid Waste Disposal Act, the Federal Water Pollution Control Act, the Clean Air Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Emergency Planning and Community Right to know Act, and the environmental control laws of the State of California, each as now or hereafter amended, and all regulations and interpretive guidelines respectively promulgated thereunder.

ii. The term "Hazardous Material" means any substance regulated or as to which liability might arise under any applicable Environmental Law including: (a) any chemical, compound, material, product, byproduct, substance or waste defined as or included in the definition or meaning of "hazardous substance," "hazardous material," "hazardous waste," "solid waste," "toxic waste," "extremely hazardous substance," "toxic substance," "contaminant," "pollutant," or words of similar meaning or import found in any applicable Environmental Law; (b) Hydrocarbons, petroleum products, petroleum substances, natural gas, oil, oil and gas waste, crude oil, and any components, fractions, or derivatives thereof; and (c) radioactive materials, explosives, asbestos or asbestos containing materials, polychlorinated biphenyls, radon, infectious or medical wastes.

iii. Principal Developer shall comply, at its sole cost and expense, with all Environmental Laws that are or may become applicable to the Principal Developer's activities on the Property, including but not limited to all applicable federal, state, interstate, and local laws, regulations, and other requirements relating to occupational safety and health, the handling and storage of Hazardous Materials, and the proper generation, handling, accumulation, treatment, storage, disposal, and transportation of hazardous wastes. Principal Developer shall at its own expense maintain in effect any permits, license or other governmental approvals relating to Hazardous Materials, if any, required for the Principal Developer's use of the Property. Principal Developer shall make all disclosures required of Principal Developer by any such Environmental Laws, and shall comply with all orders, with respect to Principal Developer's and its employees', agents', contractors', and invitees' use of the Property, issued by any governmental authority having jurisdiction over the Property and take all
action required by such governmental authorities to bring Principal Developer's and its employees', agents', contractors', and invitees' activities on the Property into compliance with all Environmental Laws affecting the Property.

c. Environmental Responsibility

i. Principal Developer shall be responsible for all Hazardous Materials that are released, handled, extracted, generated, or caused by the Due Diligence Activities on the Property by any person, or entity, other than the Government or its employees, agents, or contractors.

ii. Principal Developer shall be solely responsible for responding to the release of the following categories of Hazardous Materials on or from the Property:

(1) Future and/or newly identified releases of Hazardous Materials at, or from, the Property that are caused by the act or omission of Principal Developer or any person, or entity, other than the Government or its employees, agents, or contractors; and

(2) Existing Hazardous Materials located on or within the Property that are aggravated, released, or exacerbated due to the acts or omissions of Principal Developer or any person, or entity, other than the Government or its employees, agents, or contractors. Principal Developer shall immediately notify the Government of any release of Hazardous Materials and all response actions taken, including regulatory notifications made by Principal Developer with respect to the Property, so VA may take any action necessary to protect the health and safety of individuals at the WLA Campus.

iii. To the extent any Environmental Law properly imposes liability, loss, expense, damage, or cost upon VA for any matter relating to any Hazardous Material or otherwise of an environmental nature on or affecting the Property due to (1) the United States' status as Federal owner of the Property, (2) acts of VA and/or former owners on or affecting the Property, or (3) acts or omissions of government contractors on or affecting property that occurred while VA had jurisdiction and control of the Property, VA shall indemnify Principal Developer, its directors, partners, officers, trustees, members, employees, agents, successors, and assigns ("Indemnities") for any liability, loss, expense, damage, or cost incurred or suffered by the Indemnities. Principal Developer shall immediately notify VA upon receipt of any notices, claims, or other information that identifies any environmental problems on or related to the Property which may require Principal Developer and/or VA action and/or expenditure of funds. Consistent with the Anti-Deficiency Act (31 U.S.C.
§§ 1341, 1342, 1351, and 1517, as amended), the payments of VA with respect to this indemnification shall not exceed appropriations available to VA which can be lawfully expended for such purposes at the time of the claim; and nothing in this Agreement may be construed as implying that Congress will at a later date appropriate funds to meet any deficiencies.

iv. To the extent any Environmental Law imposes liability, loss, expense, or damage, or cost upon VA for any matter relating to any Hazardous Material or otherwise of an environmental nature on or affecting the Property due to acts of Principal Developer, its contractors, builders, agents, employees, and/or licensees relating to the Due Diligence Activities, including any environmental investigation, studies, and remediation, Principal Developer shall indemnify VA for such liability, loss, expense, damage, or cost incurred or suffered by VA. Except as may otherwise be agreed to by the VA and Principal Developer, Principal Developer shall have no liability under the terms of this Agreement with respect to the mere discovery of any existing conditions and any resulting diminution in value of the Property, except for existing conditions located on or within the Property that are aggravated, released, or exacerbated due to the acts or omissions of Principal Developer, its contractors, builders, agents, employees, and/or licensees. Principal Developer shall immediately notify VA upon receipt of any notices, claims, or other information that identifies any environmental problems on or related to the Property which may require Principal Developer and/or VA action and/or expenditure of funds.

v. To the extent that VA is held, by a final decision of the highest court or other adjudicative body of competent jurisdiction to which the matter has been presented, liable for costs and/or damages associated with the improper handling, treatment, disposal, and/or release of one or more Hazardous Materials on or affecting the Property, VA at its sole and absolute discretion, may seek to initiate good-faith discussions and negotiations with Principal Developer, for Principal Developer on VA’s behalf and upon the parties’ consummation of a separate written agreement, to undertake and complete any and all required environmental remediation and abatement activities in accordance with Environmental Laws.

vi. Should additional environmental studies under Environmental Laws become necessary due to Principal Developer’s activities on the Property, then unless the Parties otherwise agree in writing, the fees, costs, and expenses necessary to perform such studies shall be the sole responsibility of Principal Developer.

d. Presence of Hazardous Materials

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i. Principal Developer shall not, without Government's prior written consent, keep on or around the Property, for use, disposal, treatment, generation, storage, or sale, any Hazardous Material except as may be customary in projects similar to the Property and in compliance with all applicable laws. With respect to any such Hazardous Material, Principal Developer shall:

(1) Comply promptly, timely, and completely with all governmental requirements for reporting, keeping, and submitting manifests, and obtaining and keeping current identification numbers with respect to any Hazardous Materials first brought upon the Property from and after the date hereof;

(2) Submit to Government true and correct copies of all reports, manifests, and identification numbers with respect to any Hazardous Materials first brought upon the Property from and after the date hereof at the same time as they are required to be and/or are submitted to the appropriate governmental authorities;

(3) Within sixty (60) days of Government's request, submit written reports to Government regarding Principal Developer’s use, storage, treatment, transportation, generation, disposal, or sale of Hazardous Materials first brought upon the Property from and after the date hereof and provide evidence satisfactory to Government of Principal Developer’s compliance with the applicable governmental regulations with respect to any Hazardous Materials first brought upon the Property from and after the date hereof;

(4) Allow Government or Government's agent or representative to come on the Property at all reasonable times with reasonable prior notice to check Principal Developer’s compliance with all applicable governmental regulations regarding Hazardous Materials for which Principal Developer is responsible under the terms of this Agreement;

(5) Comply with minimum levels, standards or other performance standards or requirements that may be set forth or established for certain Hazardous Materials (if minimum standards or levels are applicable to Hazardous Materials present on the Property, such levels or standards shall be established by an on-site inspection by the appropriate governmental authorities and shall be set forth in an addendum to this Agreement);

(6) Comply with all applicable governmental rules, regulations, and requirements regarding the proper and lawful use, sale,
transportation, generation, treatment, and disposal of Hazardous Materials; and

(7) Government shall have the right upon reasonable prior written notice and at reasonable times to enter upon the Property in order to inspect or monitor same if Government has a reasonable belief that Hazardous Materials are present on the Property in violation of applicable law. If such inspection or monitoring by Government confirms that Hazardous Materials are present and are in violation of applicable law, any and all reasonable costs incurred by Government and associated with Government’s inspection of the Property and Government’s monitoring of Principal Developer’s compliance, including Government’s reasonable attorney’s fees and costs, shall be additional rent and shall be due and payable to Government immediately upon demand by.

ii. Cleanup Costs, Default, and Indemnification. Principal Developer shall be fully and completely liable to Government for any and all cleanup costs, and any and all other charges, fees, and penalties (civil and criminal) imposed upon Government by any governmental authority with respect to any use(s) of the Property related to the handling, disposal, transportation, generation, and/or sale of Hazardous Materials; provided, that liability and obligation by Principal Developer shall apply only to Hazardous Materials first brought upon the Property by Principal Developer, its contractors, builders, agents, employees, and/or licensees from and after the date hereof. Principal Developer shall indemnify, defend, and save Government harmless from any and all of the costs, fees, penalties, and charges assessed against or imposed upon Government (as well as Government’s reasonable attorney’s fees and costs) as a result of Principal Developer’s use, disposal, transportation, generation, and/or sale of Hazardous Materials at the Property. Upon Principal Developer’s default under this Paragraph d and the expiration of the applicable notice and cure periods, in addition to the rights and remedies set forth elsewhere in this Agreement, Government shall be entitled to the following rights and remedies:

(1) At Government’s option, to terminate this Agreement immediately; and/or

(2) To recover any and all damages associated with the default, including, but not limited to cleanup costs and charges, civil and criminal penalties and fees, loss of business and sales by tenants of the Property, any and all damages and claims asserted by third parties and Government’s reasonable attorney’s fees and costs.
13. **Indemnification.** Principal Developer and its duly authorized officers, employees and agents agree to assume any and all liability and risks arising out of, incident to, or in any way connected to the exercise of Principal Developer's rights under this Agreement, or any use, occupancy, or activity on the Property. Without limiting the generality of the foregoing, and as partial consideration for the rights herein granted, Principal Developer agrees to defend, indemnify, and hold harmless Government and its directors, officers, employees, agents, servants, consultants, contractors, affiliated entities, permittees, successors and assigns, from and against any and all claims, losses, causes of action, demands, liabilities (whether based upon common law, strict liability, negligence, contract, statute, or otherwise), damages, injuries, deaths, penalties, fines, costs, corrective action, natural resource damage and damages and expenses of any other nature whatsoever caused by, arising out of, incident to, or in any way connected to the exercise of Principal Developer's rights under this Agreement, or any use, occupancy, or activity on the Property.

14. **Termination.** This Agreement may be terminated by Government or Principal Developer by providing written notice to the other party. Upon any such termination, Principal Developer and its contractors shall have access to the Site for ten (10) business days, plus any additional time that VA expressly agrees to in its discretion in writing, solely to remove its tools, equipment, buildings, improvements, and other property taken upon or placed upon the Property by the Principal Developer and/or complete any necessary restoration as set forth in Paragraph 10 of this Agreement. Notwithstanding anything in this Agreement to the contrary, Government shall have the right, at any time, to terminate this Agreement and to demand that Principal Developer immediately cease and quit the Property if, in Government's judgment, Principal Developer and/or its Contractors are in breach of any term or condition of this Agreement, in which event Principal Developer shall not have any continued access to the Site for any purpose. Acceptance of any rent or other consideration for this Agreement in advance by Government shall not act as a waiver of Government's right to terminate this Agreement or of any other right Government may have under this Agreement.

15. **Notices.** Any notice permitted or required to be given under this Agreement shall be in writing and shall be deemed to be duly given when delivered certified mail, return receipt requested, to the party entitled to such notice at their address set forth hereinabove, with a copy to:

For Government: U.S. Department of Veterans Affairs  
Greater Los Angeles Medical Center  
11301 Wilshire Boulevard  
Los Angeles, CA 90073  
Attn: Robert Merchant  
(b) (6) @va.gov
16. Third Parties. The access rights granted to Principal Developer under this Agreement shall not be transferred or assigned. Nothing in this Agreement, whether express or implied, is intended to relieve or discharge the obligation or liability of any third persons to either party to this Agreement, nor will any provision give any third persons any right of subrogation or action over or against either party to this Agreement. This
Agreement shall bind and inure to the benefit of the successors and permitted assigns of the parties hereto.

17. **Applicable Law; Entire Agreement.** This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the United States of America. The terms and conditions of this Agreement, together with the terms and provisions of all documents referred to herein, constitute the full and entire Agreement between the parties affecting the rights and obligations contained herein. No other agreement or understanding concerning the same has been entered into or will be recognized. Neither party has made inducements nor representations to the other except as expressly stated in this Agreement. No amendments or modifications of this Agreement shall have any force or effect without the written consent of both parties. Notwithstanding anything contrary in this Agreement, any provision that purports to assign liability to Government shall be subject to and governed by Federal law, including but not limited to, the Contract Disputes Act of 1978 (41 U.S.C. § 7101-7109); the Anti-Deficiency Act (31 U.S.C. §§ 1341 and 1501); and the Federal Tort Claims Act (28 U.S.C. §§ 1346(b)(1), 2671-2680.).

18. **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for the purposes of this Agreement.

19. **Severability.** If any provision in this Agreement is declared invalid or unenforceable under applicable law, that provision shall not be enforced, but the remainder of the Agreement shall continue in full force and effect.

20. **Nonwaiver.** The failure of Government to insist upon or enforce, in any instance, strict performance by Principal Developer of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment of Government’s right to assert or rely upon such terms or rights on any future occasion.

21. **Assignment.** The non-exclusive, revocable license granted in this Agreement is personal to Principal Developer and may not be assigned or otherwise transferred, in whole or in part, without the prior written consent of Government, which consent may be withheld in Government’s sole discretion.

22. **License Not to Be Recorded.** Neither party shall record this Agreement or a memorandum thereof without the prior written consent of the other party.

23. **Sovereign Immunity.** No terms of this Agreement waive the Government’s rights under Sovereign Immunity.

24. **Smoke-Free Policy.** Effective October 1, 2019, smoking is strictly prohibited on the grounds of any VA facility. Per VA Directive 1085 dated March 5, 2019, it is VA policy that all VA health care facilities, including hospitals, community clinics, administrative
offices, and Vet Centers, will be smoke-free for patients, visitors, contractors, volunteers,
and vendors effective October 1, 2019. There will no longer be designated smoking
areas. This Smoke-Free Policy includes all VA property licensed by third-party land
users. Smoking is defined by the VA Directive to include cigarettes, cigars, pipes,
electronic or e-cigarettes, vape pens, and e-cigars.

25. Media Inquiries. In the event Principal Developer is contacted by the media
regarding any activities or services on Department of Veterans Affairs owned property,
the Principal Developer must direct media to the GLA Office of Public Affairs at (310) 268-
3340 or VHAGLAPublicAffairs@va.gov. Furthermore, Principal Developer shall not host
media representatives on Department of Veterans Affairs owned property without prior
approval from the Government.

26. Point of Contact & Notices: Government and Principal Developer each appoint the
following respective “Chief Liaison” to serve as their organization’s primary point of
contact for all matters involving the activities governed by this Agreement in order to
ensure efficient implementation and operations. The Government and Principal
Developer will promptly identify new points of contact in the event of staff turnover.

<table>
<thead>
<tr>
<th>Government Chief Liaison</th>
<th>Principal Developer Chief Liaison</th>
</tr>
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<tbody>
<tr>
<td>Lori Moore</td>
<td>Brian D’Andrea</td>
</tr>
<tr>
<td>11301 Wilshire Boulevard</td>
<td>West LA Veterans Collective, LLC</td>
</tr>
<tr>
<td>Los Angeles, CA 90073</td>
<td>1000 Corporate Pointe</td>
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<tr>
<td>(b) (6) (o)</td>
<td>Culver City, CA 90230</td>
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<tr>
<td>(b) (6) (c)</td>
<td>(b) (6) @centuryhousing.org</td>
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<tr>
<td>(b) (6) @va.gov</td>
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</tbody>
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[SIGNATURES CONTAINED ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals on the date first above written.

PRINCIPAL DEVELOPER:

West I (b) (6) California limited liability company

By: ____________

Name: ____________

Title: Senior VP, Century Housing Corporation

Date: May 29, 2020

GOVERNMENT:

UNIT (b) (6) A, and its assigns

By: ____________

Name: ____________

Title: Acting Director, Real Property Policy and Programs

Date: June 3, 2020

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The WLA Campus is outlined above in red dashed line.
The Due Diligence Activities will be conducted in the buildings and site areas located within the dashed line areas shown above in the Site Map.
EXHIBIT C
DUE DILIGENCE ACTIVITIES

1. Pre-Design Survey Needs:
   a. Topographic Map/ALTA Survey.
   b. Boundary Survey.
   c. Dipping Manholes adjacent to buildings and at mainline to verify inverts and slopes.

2. Geotechnical Tests:
   a. Percolation tests per Geotechnical and Materials Engineering Division (GMED) requirements for Low Impact Development.
   b. Pavement recommendations as necessary.
   c. Corrosion testing.
   d. Design level Geotechnical/Soils Report.

3. Water pressure tests:
   a. Requesting SAR from LADWP for source pressure.
   b. Request building pressure test, if possible (VA Facility Maintenance staff may be able to perform these tests).

4. Utility Investigations:
   a. Investigate main lines adjacent to proposed improvements.
   b. Pot-holing existing building utilities to verify depths and condition.
   c. Coordinate with VA and third parties that may be performing this work.

5. Site:
   a. Appraisal.
   b. Capital or Physical Needs Assessment.
   c. Termite Inspection.
   d. Geotechnical Borings & Testing:
      • Borings outside the footprint of the building.
      • Potentially digging trenches & test pits within the building at the basement/ground floor levels.
   e. Percolation Testing.

6. Environmental Testing:
   a. Phase I/II ESA.
   b. Lead-based paint testing.
   c. Asbestos testing (pipe and duct insulation, flooring tiles, roofing and mastic, etc.).
   d. Fluorescent lighting.
   e. Termite & Mold.
7. Structural Testing & Probing:
   b. Material testing and sampling.

8. Historic Documentation & As-Built Measurements
   a. As-Built Drawings to be provided by VA (CAD and 3D Model Revit) as available
   b. Laser as-built drawings of existing structures and partitions.
   c. Photo documentation of potential character defining features and specific measurements as needed.
   d. Full exterior access to all elevations and roofs of each building.
   e. Interior access to areas of primary significance, interior corridors, attics, basements/crawlspaces.
   f. Probes and select destructive testing to uncover potentially historic fabric.
**PROPERTY:** Non-exclusive portion of the WLA Campus comprised of approximately 6,255 net square feet of office space located on the first floor of Building 264

**PARTIES:**

<table>
<thead>
<tr>
<th>U.S. Department of Veterans Affairs Greater Los Angeles Healthcare System</th>
<th>AmVets Department of California Service Foundation</th>
</tr>
</thead>
<tbody>
<tr>
<td>11301 Wilshire Boulevard Los Angeles, CA 90073</td>
<td>12345 S. Euclid Street Garden Grove, CA 92840</td>
</tr>
<tr>
<td>Hereinafter known as “Licensor”</td>
<td>Hereinafter known as “Licensee”</td>
</tr>
</tbody>
</table>

**AMENDMENT NUMBER:** 001

**EFFECTIVE DATE:** October 1, 2020

**TERMS TO BE AMENDED:**

A. The term of the License shall be extended from October 1, 2020 through September 30, 2021 (“Extended License Term”).

B. The undersigned parties hereby agree to the changes set forth by this Amendment Number 001 to the License dated September 19, 2019. All other terms and conditions remain unchanged and in full force and effect.

**ACCEPTED FOR:**

<table>
<thead>
<tr>
<th>Licensor:</th>
<th>Licensee:</th>
</tr>
</thead>
<tbody>
<tr>
<td>U.S. Department of Veterans Affairs</td>
<td>AmVets Department of California Service Foundation</td>
</tr>
<tr>
<td>Signature: Robert W. McKenrick 549533</td>
<td>Signature: (b) (6)</td>
</tr>
<tr>
<td>Date:</td>
<td>Date: 18 Sep 2020</td>
</tr>
<tr>
<td>Name: Robert McKenrick</td>
<td>Name: Leona M. Wheeler</td>
</tr>
<tr>
<td>Title: Executive Director, Community Engagement and Reintegration Service (CERS) and Master Plan</td>
<td>Title: Executive Director</td>
</tr>
</tbody>
</table>
A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee here named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE

AmVets Department of California Service Foundation

3a. MAILING ADDRESS OF LICENSEE (Streets, City, State, and Zip Code)

12345 S. Euclid Street
Garden Grove, CA 92840
Attn: Leona M. Wheeler

3b. PHYSICAL ADDRESS OF LICENSEE (Streets, City, State, and Zip Code)

12345 S. Euclid Street
Garden Grove, CA 92840

4. NAME AND ADDRESS OF INSTALLATION

Department of Veterans Affairs
VA Greater Los Angeles Healthcare System ("VAGLAHS")
West Los Angeles (WLA) Campus
11301 Wilshire Boulevard
Los Angeles, CA 90073
("WLA Campus"), depicted in Exhibit B

5. PERIOD COVERED

FROM (Month, day, year) 10/01/2019 TO (Month, day, year) 09/30/2020

6. CONSIDERATION

No license fee is due and payable. Licensee shall provide Veteran-centric services (pick up, delivery, and storage of furniture and household items) for Veteran housing through VA's HUD-VASH voucher program.

7A. DESCRIPTION OF PROPERTY Affected (as shown on Exhibits attached hereto and made a part hereof)

Non-exclusive portion of the WLA Campus comprised of approximately 6,255 net square feet of office space located on the first floor of Building 264 ("Property"), as depicted in Exhibit C: Property Description attached hereto.

7B. EXHIBITS ATTACHED

A: Special Conditions
B: Location Map
C: Property Description

8. PURPOSE OF LICENSE

Licensee shall use the Property for Veteran-centric services involving the storage of furniture and household items to be delivered to Veterans moving into new housing through VA's HUD-VASH voucher program.

By the acceptance of this license, the licensee agrees to abide by and be bound by the general and special conditions indicated hereon and attached hereto.

9. SPECIAL CONDITIONS

See Exhibit A attached hereto.

VETERANS AFFAIRS LICENSOR

DATE OF LICENSE (Month, day, year) 10/01/2019

(b) (6)

DATE ACCEPTED (Month, day, year) 09/30/2019

(b) (6)

TYPED NAME OF SIGNATORY

(b) (6)

U.S. Department of Veterans Affairs
Mr. Robert McKenrick, Acting Director
Greater Los Angeles VA Healthcare System
11301 Wilshire Boulevard, Los Angeles, CA 90073

(b) (6)

TITLE OF SIGNATORY

(b) (6)

EXECUTIVE DIRECTOR

(b) (6)

TELEPHONE NO. OF LICENSEE (Include Area Code)

(b) (6)

If licensee is a corporation, the following Certificate of Licensee must be executed:

CERTIFICATE OF CORPORATE LICENSEE

I, , certify that I am the Secretary of the corporation named as licensee herein; that who signed said license on behalf of the licensee was then of said corporation; that said license was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE)

(SEAL)
GENERAL CONDITIONS

VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

I. Compliance. Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, must be accomplished in a manner satisfactory to the Department of Veterans Affairs (VA).

2. Structures. The licensee shall not place or construct upon, over, or under the property any installation or structure of any kind or character, except such as are specifically authorized herein.

3. Laws and Ordinances. Notwithstanding anything to the contrary, this license and any underlying privilege granted to the licensee, shall at all times be subject to applicable Federal, State, and local laws, codes, and ordinances.

4. Sanitary Conditions. If this license gives possession of United States property, the licensee must at all times keep the premises in a sanitary condition satisfactory to VA.

5. Damage. Except as may be otherwise provided by the Special Conditions, no United States property shall be destroyed, displaced, or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of VA, and the express agreement of the licensee promptly to replace, return, repair, and restore any such property to a condition satisfactory to VA upon demand. Licensee cannot conduct mining operations nor remove any mineral substances from the premises of the Government which are herein licensed to be used.

6. Indemnification. The licensee must indemnify and save harmless the United States, its agents and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of licensee, including failure to comply with the obligations of said license.

7. Storage. Any United States property which must be removed to permit exercise of the privilege granted by this license must be stored, relocated, or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by VA.

8. Operation. The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marling or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.

9. Notice. Any property of the licensee installed or located on the property affected by this license must be removed within 30 days of written notice from VA.

10. Guarantee Deposit. Any deposit, which may be required to guarantee compliance with the terms and conditions of this license, must be in the form of a certified check, cashier's check, or postal money order in the amount designated payable to VA.

11. Bond. Any bond required by this license must be in the amount designated, and executed in manner and form and with sureties satisfactory to VA.

12. Expense. Any cost, expense, or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this license shall be assumed and discharged by the licensee.

13. Attempted Variations. There can be no variation or departure from the terms of this license without prior written consent of VA.

14. Nondiscrimination. Any activity, program, or use made of the property by the licensee must be in compliance with the provisions of Federal Acquisition Regulation Part 52.222-26, Equal Opportunity.

15. Assignment, Revocation, and Abandonment. This license is unassignable and is revocable by either party within the time indicated under special conditions. Upon revocation of this license or abandonment by the licensee, at the election of the Government, the licensee must restore the property to substantially the same conditions as those existing at the time of entry.
Licensee will provide Veteran-centric services for Veterans and their families at the Property under the following parameters:

1. **General:** This License is being granted in a manner to prohibit the Licensee from recording the License in any public land records.

2. **Use of Property:** Licensee shall store furniture, household items, and appliances donated to its organization within the Property. Licensee shall use the facility to load onto delivery trucks and deliver items needed by Veterans relocating into new housing as part of HUD-VASH voucher program.
   
   2.1. At Licensee’s sole expense, Licensee shall provide all other resources needed to exercise the privileges granted under this License.
   
   2.2. Upon commencement of this License, Licensee shall provide a set of keys and alarm codes to VA Police Department (VAPD) and VA WLA Campus Asset Management to gain access to the Property for the purpose of inspection and when otherwise deemed necessary for the protection of the interests of the Government. Licensee shall have no claim or cause of action on account thereof against the VA or any officer, agent, or employee thereof.
   
   2.3. Licensee shall not in any way suggest, in writing or otherwise, that VA endorses Licensee or will be liable for any job, housing, or education information provided by Licensee to any third parties.

3. **Maintenance and Repairs.** Licensee shall maintain the Property in a clean, neat, and safe condition during the term of the License.

4. **Operating Expenses.** All costs associated with the services provided at the Property shall be borne solely by Licensee.

5. **Management and Use.** In exercising the privileges granted under this License, Licensee shall not interfere with the operations of the VA or other authorized users of VA property. Licensee shall comply with VA regulations and policies regarding conduct permitted on VA property. If Licensee or its personnel act in a manner that interferes with operations on VA property, or engage in conduct that does not comply with VA regulations or policies, the VA shall have the right, at the VA’s sole discretion, to demand that the individuals performing such acts or engaging in such conduct immediately vacate VA property.

6. **Safety, Complaints, and Problems.** Licensee shall conduct rounds at the Property and adjacent areas on a regular basis during the Hours of Operation and make every effort to proceed and resolve all claims and complaints arising from the operation of the Property.

7. **Personnel.** Licensee shall employ at all times a sufficient number of capable employees to enable it to properly, adequately, safely, and economically manage,
operate, monitor, maintain, staff and account for the Property with the necessary number of employees on call to allow users to use the Property during the Hours of Operation.

8. **Security.** During the Hours of Operation and as otherwise needed to satisfy the terms and conditions of this License, Licensee shall provide security for the Property at its sole expense.

9. **Insurance:** Licensee, at its expense, shall carry and maintain the following insurance during the term of the License: (a) All-risk property and casualty insurance, (b) Public liability and property damage insurance, including but not limited to, insurance against assumed or contractual liability under this License, to afford protection with limits of liability in amounts approved from time to time by Licensor, but not less than $1,000,000.00 in the event of bodily injury and death to any number of persons in any one accident, and not less than $1,000,000.00 for property damage; (c) Workers’ compensation or similar insurance in form and amounts required by law; (d) All other types of insurance imposed by applicable legal requirements or customarily carried and maintained by owners and operators of similar properties, and as Licensor may reasonably require for its protection. Prior to commencement of operations at the Property, Licensee shall deliver promptly to Licensor a certificate of insurance or a certified copy of each policy of insurance required by this License and shall also deliver no later than thirty (30) days prior to the expiration of any such policy, a certificate of insurance or a certified copy of each renewal policy covering the same risks, together with appropriate evidence of payment of the premiums. The United States of America shall be named as an additional insured.

10. **Approvals:** During the term of the License, Licensee will: (a) obtain, at its own expense, all pertinent Federal, State, and local permits, licenses, and approvals (including but not limited to those required approvals of VA Police Department, VA Safety Department and the City and County of Los Angeles Fire Department) which are necessary to operate the Property as contemplated in this License; (b) assure that all applicable Federal, State, and local requirements are met; (c) assure that the operation of the Property in accordance with the preceding Clause “(b)” does not negatively affect Licensor’s activities and operations; and (d) assure that the Property is operated as a drug and alcohol free environment and take action promptly when this requirement is not met by occupants.

11. **Termination:** VA may revoke this License, at any time, for any reason, at no cost to VA, with a thirty (30) day advance written notice to Licensee. Licensee may revoke this License, at any time, for any reason, with a thirty (30) day advance written notice to the VA, with Licensee to pay any costs associated with the revocation of this License as provided for in the General Conditions and the Special Conditions.

12. **Restoration of Property Condition:** Upon the termination or expiration of this License, Licensee agrees to restore the Property to the conditions present at the commencement of the License. On a daily basis during the Term of the License, Licensee will remove all trash, debris, personal property, and vehicles, as well as remediate any unsanitary conditions, in order to leave the Property in a neat, clean, and safe condition. This Licensee obligation shall survive the expiration or termination of this License.

13. **Media Inquiries.** In the event the Licensee is contacted by the media regarding any activities or services on Department of Veterans Affairs owned property, the Licensee
must direct media to the GLA Office of Public Affairs at (310) 268-3340 or VHAGLAPublicAffairs@va.gov. Furthermore, the Licensee shall not host media representatives on Department of Veterans Affairs owned property without prior approval from the Licensor.

14. **Signatory Authorization.** Only the authorized signatory named in this License will be allowed to submit written modification requests to the Licensor. Any requests submitted by non-signatory person(s) will not be accepted.

15. **Advertising:** Any literature or promotional materials using the name or logo of Licensor or VA Greater Los Angeles Healthcare System must be approved in advance by Licensor. Licensee will in no way suggest in writing or otherwise that Licensor endorses or will be liable for any job, housing, or education information provided to third parties including Veterans and will indemnify and hold Licensor harmless against any claim, or liability whatsoever.

16. **Smoking Policy:** Effective October 1, 2019, smoking is strictly prohibited on the grounds of any VHA facility. Per VHA Directive 1085 dated March 5, 2019, it is VHA policy that all VHA health care facilities, including hospitals, community clinics, administrative offices and Vet Centers, will be smoke-free for patients, visitors, contractors, volunteers, and vendors effective October 1, 2019. There will no longer be designated smoking areas.

17. **Point of Contact & Notices:** Licensor and Licensee each appoint the following respective “Chief Liaison” to serve as their organization’s primary point of contact for all matters involving the activities governed by this License in order to ensure efficient implementation and operations. All notices, or other correspondence required under or arising from the terms of this License shall be served on or mailed to the Chief Liaisons. Licensor and Licensee will promptly identify new points of contact in the event of staff turnover.

| **Licensor Chief Liaison**                               | **Licensee Chief Liaison**                       |
|----------------------------------------------------------|-------------------------------------------------
| Lori Moore                                               | Karina Guzman                                   |
| Associate Chief, Property Management                      | Program Manager                                  |
| Department of Veterans Affairs                            | Team AmVets                                     |
| 11301 Wilshire Blvd., Building 500                       | 12345 S. Euclid Street                           |
| Los Angeles, CA 90073                                    | Garden Grove, CA 92840                           |
| (310) 478-3711, Ext. (b) (6)                             | (b) (6)                                          |
| (b) (6)@va.gov                                           | (b) (6)＠amvetscasf.org                          |
EXHIBIT "B"
LOCATION MAP
VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

WLA Campus is outlined in red-hashed line. Building 264 is outlined in blue straight line and the Property is located on the first floor of Building 264.
The Property is outlined in a green solid line within the blue straight-line outline.
A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee here named, subject to all of the conditions, special and general, hereinafter enumerated.

2. **NAME OF LICENSEE**
   The Bandini Foundation, a 501(c)(3) Non-Profit Corp.

3a. **MAILING ADDRESS OF LICENSEE**
   (No., Street, City, State, and Zip Code)
   5857 Cape Horn Drive
   Agoura Hills, CA 91301
   Attn: Ricardo Bandini Johnson

3b. **PHYSICAL ADDRESS OF LICENSEE**
   (No., Street, City, State, and Zip Code)
   5857 Cape Horn Drive
   Agoura Hills, CA 91301

5. **PERIOD COVERED**
   FROM (Month, day, year) 10/01/2019
   TO (Month, day, year) 09/30/2024

6. **CONSIDERATION**
   No license fee is due and payable. Licensee at its sole cost and expense shall provide the Veteran-centric services as set forth in Exhibit A: Special Conditions.

7a. **DESCRIPTION OF PROPERTY AFFECTED**
   Non-exclusive portion of the WLA Campus comprised of the approximately 14.0 acre site known as Heroes Golf Course, a 9-hole golf course containing land and improvements ("Property" or "Golf Course") as depicted in Exhibit C: Property Description attached hereto.

7b. **EXHIBITS ATTACHED**
   A: Special Conditions
   B: Location Map Exhibit
   C: Property Description

8. **PURPOSE OF LICENSE**
   Licensee agrees to operate the Property as a 9-hole golf course and provide Veteran-centric services as set forth in Exhibit A: Special Conditions attached hereto.

9. **SPECIAL CONDITIONS**
   See Exhibit A attached hereto.

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**CERTIFICATE OF CORPORATE LICENSEE**

If licensee is a corporation, the following Certificate of Licensee must be executed:

I, ________________________, certify that I am the Secretary of the corporation named as licensee herein; that who signed said license on behalf of the licensee was then of said corporation; that said license was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE)
(SEAL)

(Signature) (Sign in ink)
GENERAL CONDITIONS
VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. Compliance. Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, must be accomplished in a manner satisfactory to the Department of Veterans Affairs (VA).

2. Structures. The licensee shall not place or construct upon, over, or under the property any installation or structure of any kind or character, except such as are specifically authorized herein.

3. Laws and Ordinances. Notwithstanding anything to the contrary, this license and any underlying privilege granted to the licensee, shall at all times be subject to applicable Federal, State, and local laws, codes, and ordinances.

4. Sanitary Conditions. If this license gives possession of United States property, the licensee must at all times keep the premises in a sanitary condition satisfactory to VA.

5. Damage. Except as may be otherwise provided by the Special Conditions, no United States property shall be destroyed, displaced, or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of VA, and the express agreement of the licensee promptly to replace, return, repair, and restore any such property to a condition satisfactory to VA upon demand. Licensee cannot conduct mining operations nor remove any mineral substances from the premises of the Government which are herein licensed to be used.

6. Indemnification. The licensee must indemnify and save harmless the United States, its agents and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of licensee, including failure to comply with the obligations of said license.

7. Storage. Any United States property which must be removed to permit exercise of the privilege granted by this license must be stored, relocated, or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by VA.

8. Operation. The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.

9. Notice. Any property of the licensee installed or located on the property affected by this license must be removed within 30 days of written notice from VA.

10. Guarantee Deposit. Any deposit, which may be required to guarantee compliance with the terms and conditions of this license, must be in the form of a certified check, cashier's check, or postal money order in the amount designated payable to VA.

11. Bond. Any bond required by this license must be in the amount designated, and executed in manner and form and with sureties satisfactory to VA.

12. Expense. Any cost, expense, or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this license shall be assumed and discharged by the licensee.

13. Attempted Variations. There can be no variation or departure from the terms of this license without prior written consent of VA.

14. Nondiscrimination. Any activity, program, or use made of the property by the licensee must be in compliance with the provisions of Federal Acquisition Regulation Part 52.222-26, Equal Opportunity.

15. Assignment, Revocation, and Abandonment. This license is unassignable and is revocable by either party within the time indicated under special conditions. Upon revocation of this license or abandonment by the licensee, at the election of the Government, the licensee must restore the property to substantially the same conditions as those existing at the time of entry.
1. **General**: This License is being granted in a manner to prohibit the Licensee from recording the License in any public land records.

2. **Use of Property.** Licensee shall have non-exclusive access to, and non-exclusive use of the Property, as depicted and described in Exhibits "B" and "C", for the provision of Veteran-centric services and the operation of a 9-hole golf course. Parking is available on a non-exclusive basis during the Hours of Operation in the parking lot within the Property. Licensee agrees to operate the Property for its intended purpose as a 9-hole golf course in the manner set forth in this License and may not operate or use the Property for any other purpose.

3. **Consideration.** In return for VA entering into this License, Licensee shall manage and operate the Golf Course as specified in this License and hereby agrees to undertake the following responsibilities and obligations, at its sole cost and expense:
   
   A. Veterans shall be granted Priority access and use of the Golf Course free of charge during the Hours of Operation.
   B. Licensee shall promote and publicize the Veteran free admission program on its website, social media accounts, golf industry publications, and at the Golf Course.
   C. On its own or through partnerships with appropriate third parties, Licensee shall provide no fewer than one (1) monthly event for Veterans at the Golf Course, to include events such as barbecues, golf clinics, and Veteran volunteer opportunities, subject to VA prior approval.
   D. Licensee shall provide no fewer than one (1) job fair per quarter to assist Veterans with job placement, subject to VA prior approval.
   E. Licensee shall provide a structured job-training program to train Veterans in landscape maintenance to further assist with permanent job placement.
   F. Licensee shall employ Veterans for no less than seventy-five percent (75%) of the staffing requirements for the Golf Course.

4. **Golf Course Management.** During the term of this License, the Licensee shall have full control over the day-to-day operations of the Golf Course, including but not limited to handling the collection and deposit of all money, hiring and supervision of all employees, and purchasing of all goods and services consistent with the operation of a public golf facility. The Licensee also shall be responsible for handling disputes with third parties, collecting and paying appropriate taxes, obtaining all appropriate permits, and providing accountability to the VA for its activities. The Licensee shall be required to comply with the following restrictions and requirements:
   
   A. **Staffing.** Licensee shall employ Veterans for no less than seventy-five percent (75%) of the staffing requirements for the Golf Course. Licensee shall engage a sufficient number of reliable, competent, and qualified staff of legal age for operation and
management of the Golf Course, to provide security for the Golf Course, and to meet the needs of the public. Licensee shall submit a staffing plan to VA by the 30th of every month and obtain VA's written approval thereof. Licensee shall provide VA with a written list of the names, addresses, and telephone numbers of all employees and shall update said list regularly so that VA has a list of all current employees. If VA determines that Licensee has not provided a sufficient number of Veteran Employees and reliable, competent, and qualified staff of legal age for the operation and management of a Golf Course covered by this License, Licensee shall, immediately upon receipt of written notification from VA, correct the staffing deficiencies described in said notice.

B. Veteran-Centric Programs & Priority: Licensee shall formulate and implement Veteran-Centric Vocational and Recreational Programs that will be reflected in the monthly Veteran Report onto the Golf Course and provide Veterans with Priority access and use of the Golf Course free of charge during the Hours of Operation. If VA determines that Licensee has not provided Veteran-Centric Vocational and Recreational Programs or provided Veterans with Priority access and use of the Golf Course free of charge, Licensee shall, immediately upon receipt of written notification from VA, correct the deficiencies described in said notice.

C. Alcoholic Beverages & Smoking Policy: Alcoholic beverages are strictly prohibited on the Golf Course. Effective October 1, 2019, smoking is strictly prohibited on the grounds of any VHA facility. Per VHA Directive 1085 dated March 5, 2019, it is VHA policy that all VHA health care facilities, including hospitals, community clinics, administrative offices and Vet Centers, will be smoke-free for patients, visitors, contractors, volunteers, and vendors effective October 1, 2019. There will no longer be designated smoking areas.

D. Fees: All fees for non-Veteran, or public, admission to the Golf Course, including greens fees, membership fees, or any other fees associated with access to and use of the Golf Course must be approved by VA before such fees become effective. When submitting proposed fees to the VA, the Licensee shall be required to show that the proposed fees are to comparable to fees charged by similar public golf courses within fifty (50) miles. VA shall be reasonable in considering such approval.

E. Reservations Systems and Tournaments: All reservations systems and tournament procedures established by Licensee are subject to the review and approval of the VA, which shall not be unreasonably withheld.

F. Golf Programs: Operator shall implement and promote golf programs for Veterans by providing group lessons, practice balls and general golf instruction, and by conducting tournaments for men's and women's clubs, junior and senior groups, leagues, and outings.

G. Licensee shall be solely responsible for the maintenance of the Golf Course and buildings, structures, and improvements thereon. Licensee shall deliver the Golf Course to VA upon expiration or termination of this License in at least as good condition as it was delivered at the commencement of the term.

H. Licensee shall bear all costs and permitting requirements in regards to any new improvements built upon the golf course. All plans must be submitted to VA for review and approval prior to commencement of construction. Furthermore, all plans must
comply with the National Environmental Policy Act, the National Historic Preservation Act, and any other federal property requirements.

I. Licensee shall, at its sole cost and expense, keep and maintain the Golf Course, in good repair and condition and shall promptly make all structural, nonstructural, ordinary, and extraordinary repairs of every kind which may be required to be made upon or in connection with the Golf Course, and any improvements thereon or any part thereof in order to keep and maintain the Golf Course in good repair and condition.

J. Licensee shall, at its sole cost and expense, keep the Golf Course free of trash and be responsible for the collection, disposal, and recycling of all garbage, rubbish, and other waste from the Golf Course. Licensee shall participate in and comply with all recycling programs in effect for the county and municipality in which the Golf Course is located.

K. Licensee shall not make or allow any physical change in the natural condition of the Golf Course, including but not limited to the cutting or removal of trees or shrubs, without first submitting plans and specifications therefor to VA and obtaining VA's written approval thereof. VA's approval shall not relieve Licensee of its obligation to obtain and maintain all licenses, permits, and approvals required by the appropriate Federal and/or State governmental agency having jurisdiction over the activity to be undertaken.

L. Licensee shall comply with the turf cultivation and management practices established by the United States Golf Association. Licensee shall maintain the turf for playing conditions. Turf maintenance shall include, but not be limited to, the following: general cleanliness; landscaping; mowing/trimming; irrigation; fertilization; general erosion repairs; and other related tasks necessary to maintain acceptable playing conditions on the Golf Course.

M. The Licensee shall be responsible for and ensure that all Golf Course patrons are satisfying all obligations required by Licensor.

N. Golf Carts and Other Equipment. Licensee shall be responsible for providing and maintaining all equipment and golf carts necessary for the successful management and operation of the Golf Course. VA and Licensee acknowledge that Licensee may in the ordinary course of its business enter into leases and licenses for equipment used for the operation of Licensee's business at the Golf Course.

O. Condition of Golf Course. Licensee has inspected the Golf Course and accepts it in "as is" condition and without representation or warranty of any kind by VA including, without limitation, any representations or warranty of fitness for a particular purpose.

P. Security. Licensee shall, at its sole cost and expense, be responsible for security of the Golf Course and improvements thereon. VA has no obligation to Licensee for security of the Golf Course and shall not be responsible to Licensee, its agents, employees, or invitees (express or implied) for personal injury, death and/or loss, damage or destruction of improvements, supplies, equipment, or personal property on the Golf Course.
Q. **Books of Accounts.** Licensee shall maintain adequate books and records for the Golf Course, the entries to which shall be supported by sufficient documentation to ascertain that said entries are properly and accurately recorded. Such books and records shall be maintained by Licensee and shall ensure such control over accounting and financial transactions as is reasonably required to protect VA's assets from theft, error, or fraudulent activity on the part of Licensee's employees, agents, or others. Losses arising from such instances are to be borne by Licensee. Licensee shall ensure that all books and records, documentation, data, and other information required to be maintained during the term of the License shall be prepared and reported in a timely and accurate manner, and in accordance with required policies and procedures.

R. **Reports.** Licensee shall prepare and submit two separate monthly reports titled "Veteran Report" and "Financial Report". The Veteran Report shall outline the specific number of Veterans utilizing the Golf Course which should specify Veterans living on West Los Angeles VA Campus (WLA Campus) versus community Veterans. In addition, the report can outline hiring accomplishments, job fairs, and other Veteran benefits. The Financial Report shall detail sources of revenue and operational expenses for the Golf Course operations. Licensee shall submit the Veteran Report and the Financial Report to the Medical Center Director or designee by no later than the 10th day of each month for the preceding month's Golf Course operations. This information will be used to confirm satisfaction of Licensee's obligations under this License and also assist VA in its review of any future request(s) for renewal of the License. The monthly reports shall be signed and certified by an officer of Licensee to be complete and accurate by Licensee. All reports and financial statements required by VA shall be prepared in accordance with generally accepted accounting principles. Supporting documentation shall be provided by Licensee as requested by VA.

5. **Maintenance and Repairs.** Licensee shall maintain the Property and adjacent parking areas in a clean, neat, and safe condition during the term of the License.

6. **Operating Expenses.** All costs associated with the Property shall be borne solely by Licensee.

7. **Management and Use.** Licensee shall manage, operate, and maintain the Property in a diligent, careful, and first-class manner consistent with industry standards for other similar use properties in the Los Angeles marketplace. Licensee shall not use or occupy the Property or any portion thereof or permit any other person to use or occupy the Property or any portion thereof in any manner or for any purpose which (i) would constitute a nuisance, (ii) would injure the reputation of the WLA Campus or the Property, or (iii) would unreasonably disturb visitors, staff, and patients at the WLA Campus.

8. **Hours of Operation.** The Hours of Operation will be from 7:00 a.m. to 7:00 p.m., seven days per week.

9. **Safety, Complaints, and Problems.** Licensee shall conduct rounds at the Property and adjacent areas on a regular basis during the Hours of Operation and make every effort to proceed and resolve all claims and complaints arising from the operation of the Property.

10. **Personnel.** Licensee shall employ at all times a sufficient number of capable employees to enable it to properly, adequately, safely, and economically manage,
operate, monitor, maintain, staff and account for the Property with the necessary number of employees on call to allow users to use the Property during the Hours of Operation.

11. **Security.** During the Hours of Operation and as otherwise needed to satisfy the terms and conditions of this License, Licensee shall be solely responsible for providing security for the Property, at its sole expense.

12. **Insurance:** Licensee, at its expense, shall carry and maintain the following insurance during the term of the License: (a) All-risk property and casualty insurance, (b) Public liability and property damage insurance, including but not limited to, insurance against assumed or contractual liability under this License, to afford protection with limits of liability in amounts approved from time to time by Licensor, but not less than $1,000,000.00 in the event of bodily injury and death to any number of persons in any one accident, and not less than $1,000,000.00 for property damage; (c) Workers’ compensation or similar insurance in form and amounts required by law; (d) All other types of insurance imposed by applicable legal requirements or customarily carried and maintained by owners and operators of similar properties, and as Licensor may reasonably require for its protection. Prior to commencement of operations at the Property, Licensee shall deliver promptly to Licensor a certificate of insurance or a certified copy of each policy of insurance required by this License and shall also deliver no later than thirty (30) days prior to the expiration of any such policy, a certificate of insurance or a certified copy of each renewal policy covering the same risks, together with appropriate evidence of payment of the premiums. The United States of America shall be named as an additional insured.

13. **Approvals:** During the term of the License, Licensee will: (a) obtain, at its own expense, all pertinent Federal, State, and local permits, licenses, and approvals (including but not limited to those required approvals of VA Police Department, VA Safety Department and the City and County of Los Angeles Fire Department) which are necessary to operate the Property as contemplated in this License; (b) assure that all applicable Federal, State, and local requirements are met; (c) assure that the operation of the Property in accordance with the preceding Clause “(b)” does not negatively affect Licensor’s activities and operations; and (d) assure that the Property is operated as a drug and alcohol free environment and take action promptly when this requirement is not met by occupants.

14. **Termination:** VA may revoke this License, at any time, for any reason, at no cost to VA, with a ninety (90) day advance written notice to Licensee. Licensee may revoke this License, at any time, for any reason, with a ninety (90) day advance written notice to the VA, with Licensee to pay any costs associated with the revocation of this License as provided for in this License.

15. **Restoration of Property Condition:** Upon the termination or expiration of this License, Licensee agrees to restore the Property to the conditions present at the commencement of the License. On a daily basis during the Term of the License, Licensee will remove all trash, debris, personal property, and vehicles, as well as remediate any unsanitary conditions, in order to leave the Property in a neat, clean, and safe condition. This Licensee obligation shall survive the expiration or termination of this License.

16. **Media Inquiries.** In the event the Licensee is contacted by the media regarding any activities or services on VA owned property, the Licensee must direct media to the
GLA Office of Public Affairs at (310) 268-3340 or VHAGLAPublicAffairs@va.gov. Furthermore, the Licensee shall not host media representatives on VA owned property without prior approval from the Licensor.

17. **Signatory Authorization.** Only the authorized signatory named in this License will be allowed to submit written modification requests to the Licensor. Any requests submitted by non-signatory person(s) will not be accepted.

18. **Advertising:** Any literature or promotional materials using the name or logo of Licensor or VA Greater Los Angeles Healthcare System must be approved in advance by Licensor. Licensee will in no way suggest in writing or otherwise that Licensor endorses or will be liable for any job, housing, or education information provided to third parties including Veterans and will indemnify and hold Licensor harmless against any claim, or liability whatsoever.

19. **Point of Contact & Notices:** Licensor and Licensee each appoint the following respective “Chief Liaison” to serve as their organization’s primary point of contact for all matters involving the activities governed by this License in order to ensure efficient implementation and operations. All notices, or other correspondence required under or arising from the terms of this License shall be served on or mailed to the Chief Liaisons. Licensor and Licensee will promptly identify new points of contact in the event of staff turnover.

<table>
<thead>
<tr>
<th><strong>Licensor Chief Liaison</strong></th>
<th><strong>Licensee Chief Liaison</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Lori Moore</td>
<td>Ricardo Bandini Johnson</td>
</tr>
<tr>
<td>Associate Chief, Property Management</td>
<td>President</td>
</tr>
<tr>
<td>Department of Veterans Affairs</td>
<td>The Bandini Foundation</td>
</tr>
<tr>
<td>11301 Wilshire Blvd., Building 500</td>
<td>5857 Cape Horn Drive</td>
</tr>
<tr>
<td>Los Angeles, CA 90073</td>
<td>Agoura Hills, CA 91301</td>
</tr>
<tr>
<td>(310) 478-3711, Ext. (b) (6)</td>
<td>(b) (6)</td>
</tr>
<tr>
<td>(b) (6) @va.gov</td>
<td>(b) (6) @hotmail.com</td>
</tr>
</tbody>
</table>

VA Greater Los Angeles Healthcare System FOIA Request - 0039
EXHIBIT "B"

LOCATION MAP
VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

WLA Campus is outlined in red hashed line. The Property is outlined in blue straight line.
The Property is outlined in red solid line.
PROPERTY ACCESS AGREEMENT
FROM THE U.S. DEPARTMENT OF VETERANS AFFAIRS, TO
BLUEGREEN PRESERVATION AND DEVELOPMENT, LLC AT THE VA WEST LOS
ANGELES CAMPUS,
IN LOS ANGELES CALIFORNIA

THIS PROPERTY ACCESS AGREEMENT ("Agreement") is made and entered into this 26th day of March, 2019 (the "Effective Date"), by and between UNITED STATES OF AMERICA, and its assigns, with an address of 810 Vermont Avenue, Washington, DC 20420 ("Government") and Blue Green Preservation and Development Company, LLC (BlueGreen), a Delaware limited liability company, with an address of 500 South Grand Avenue, 22nd Floor, Los Angeles, CA 90071.

A. WHEREAS, Government is the owner of certain real estate, consisting of approximately 388 acres of land, with improvements located thereon, situated in Los Angeles, CA, (hereinafter the "Property"). The Property is known as the Department of Veterans Affairs Greater Los Angeles Medical Center, located at 11301 Wilshire Boulevard, Los Angeles, CA 90073, described in Exhibit A, attached hereto and incorporated herewith.

B. WHEREAS, BlueGreen has requested permission from Government to enter the Property to perform soil study testing as may be reasonably necessary to complete the due diligence investigations of the Property ("Due Diligence Activities"). The Due Diligence Activities shall be in preparation for the renovation and rehabilitation of buildings 205 and 208 into permanent supportive housing for homeless Veterans and Veterans at risk for homelessness, as depicted in Exhibit B, attached hereto and incorporated herewith, and are limited to the scope attached hereto as Exhibit C, attached hereto and incorporated herewith. The area of the Property in which BlueGreen will conduct its Due Diligence Activities will be referred to as the "Site," which is depicted in Exhibit D, attached hereto and incorporated herewith and described in Exhibit E, attached hereto and incorporated herewith.

C. WHEREAS, Government is willing to grant BlueGreen permission to enter the Site for the purpose of performing the Due Diligence Activities.

D. WHEREAS, on March 6, 2019 Government has provided BlueGreen with a copy of the Archaeological Sensitivity Model (ASM) for the Veterans Affairs Greater Los Angeles Healthcare System Campus Master Plan, dated June 2018.

NOW, THEREFORE, in consideration of the foregoing, certain valuable non-monetary consideration, and of agreements hereafter contained, Government hereby grants to BlueGreen a non-exclusive, revocable license to enter the Site subject to terms and conditions set forth herein.

1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference.
2. **Term.** The term of this Agreement shall commence on the Effective Date and shall expire on April 30th, 2019 (the “Term”) unless earlier terminated by Government and/or BlueGreen as provided herein.

3. **Purpose of Entry.** BlueGreen, by its duly authorized officers, employees, agents and duly authorized employees of its contractors and subcontractors (collectively, “BlueGreen Employees”), may enter the Site during the Term of this Agreement solely for the purpose of performing the Due Diligence Activities. Such entries shall at all times be subject to VA security and parking guidelines and regulations.

4. **BlueGreen’s Responsibilities.** BlueGreen shall be responsible for all costs associated with the Due Diligence Activities. All tools, equipment, buildings, improvements, and other property taken upon or placed upon the Property by BlueGreen shall remain the property of BlueGreen and must be removed by BlueGreen prior to the expiration of this Agreement.

5. **Compliance with Law.** BlueGreen shall perform the Due Diligence Activities in compliance with all applicable Federal, State, and local laws, ordinances, and regulations. BlueGreen shall obtain all permits, licenses, certificates, and approvals, to the extent necessary, required to perform the Due Diligence Activities.

6. **Notice to Government.** At least five (5) business days prior to commencing the Due Diligence Activities, BlueGreen or its contractor(s), as applicable, shall provide Government with written notice of the commencement of the Due Diligence Activities, which shall include a brief description and an estimated schedule for completion.

7. **Reports.** Within thirty (30) days of the completion, BlueGreen shall provide Government each and any study, survey, due diligence report, or other writing BlueGreen completes concerning the Due Diligence Activities (hereinafter “Reports”). BlueGreen, BlueGreen’s contractors, and any and all subcontractors (hereinafter “Contractors”) shall not release any Reports without Government’s prior written permission.

8. **Security of Site.** The Due Diligence Activities shall include reasonable security measures of BlueGreen (along with any additional measures VA chooses to implement at its discretion), to minimize the risk of property damage or bodily injury at or in the vicinity of the Property as the result of the Due Diligence Activities.

9. **Conduct of Due Diligence Activities.** With respect to the Due Diligence Activities, the following additional conditions shall apply:

   a. BlueGreen’s Due Diligence Activities shall not interrupt the provision of healthcare and services to Veterans on the Property.

   b. This Agreement is executed with the understanding that, BlueGreen shall provide flagmen or other appropriate traffic safety personnel to direct traffic during periods of traffic disruption. All work shall be coordinated with Government and be conducted in a manner consistent with VA’s ongoing mission and operations on the campus, and to avoid unnecessary disruption.
to patient parking and vehicular ingress and egress. VA shall have discretion to require BlueGreen to adjust its activities if VA determines that such disruption is occurring.

c. BlueGreen shall comply with the archaeological treatment level of efforts as indicated in the ASM. The construction area is identified as a low sensitivity area therefore, unplanned discoveries of buried cultural resources and human remains are not anticipated; however, if there is an unplanned discovery, BlueGreen agrees to immediately notify VA GLAHCS Chief Engineer telephonically and in writing and cease Due Diligence Activities in the immediate area to ensure any future actions occur in a manner that comports with applicable law and regulations.

10. Condition of Property. BlueGreen shall repair any damage to the Property caused by performing the Due Diligence Activities and shall leave (and restore, if applicable) the Property in substantially the same condition as existed when BlueGreen entered the Property. BlueGreen agrees to keep the Property free and clear from all liens, security interests, and other encumbrances arising by, through, as a result of, or in connection with the use or occupancy of the Property by BlueGreen or Contractors. If any such lien, security interest, or other encumbrance arises, BlueGreen will take such action as is necessary to discharge the same within thirty (30) days following BlueGreen's notice thereof. If BlueGreen does not comply with the requirements of this Paragraph, then Government may, but is not obligated to, take measures to contest and/or discharge the lien, security interest, or encumbrance itself and recover from BlueGreen all of Government's costs and expenses related thereto, which amount BlueGreen agrees to pay immediately following written notice from Government of such amount.

11. Insurance. BlueGreen, BlueGreen's contractors, and any and all subcontractors (hereinafter "Contractors") shall obtain at their own cost and expense, and keep in full force and effect, during the terms of their respective entries upon the Site the following insurance:

a. With respect to the Due Diligence Activities set forth in Exhibits B and C, a comprehensive general liability insurance policy in an amount not less than One Million Dollars ($1,000,000.00) combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting Government against any and all claims for bodily injury, death or property damage arising directly or indirectly from BlueGreen's use of the Property, and

b. With respect to the Due Diligence Activities, a comprehensive general liability insurance policy in an amount not less than Two Million Dollars ($2,000,000.00) combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting Government against any and all claims for bodily injury, death or property damage arising directly
or indirectly from BlueGreen’s use of the Property. Such coverage shall include coverage for explosion, collapse and underground events, commonly referred to as XCU coverage. In addition to the foregoing coverage, BlueGreen and Contractors shall keep in full force and effect professional liability and pollution liability insurance in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence. As applicable, such policy or policies shall name Government as an additional insured.

The policy or policies required hereunder shall be issued by insurance companies qualified to do business in the State of California and such policy or policies shall provide at least twenty (20) days' written notice to Government before cancellation or material modification. BlueGreen and Contractors shall deliver to Government certificates of such insurance, showing the United States of America named as the additional insured, evidencing the coverage in force as of the Effective Date of this Agreement, as well as any replacement certificates issued during the Term of this Agreement. Notwithstanding anything in these requirements.

12. Indemnification. BlueGreen and its duly authorized officers, employees and agents agree to assume any and all liability and risks arising out of, incident to, or in any way connected with the exercise of BlueGreen's rights under this Agreement. Without limiting the generality of the foregoing, and as partial consideration for the rights herein granted, BlueGreen agrees to defend, indemnify, and hold harmless Government and its directors, officers, employees, agents, servants, consultants, contractors, affiliated entities, permittees, successors and assigns, from and against any and all claims, losses, causes of action, demands, liabilities (whether based upon common law, strict liability, negligence, contract, statute, or otherwise), damages, injuries, deaths, penalties, fines, costs, corrective action, natural resource damage, and damages and expenses of any other nature whatsoever caused by, arising from, related to, happening in connection with, or as a result of, in whole or in part, any violation or breach of any term or condition of this Agreement by BlueGreen or Contractors or from the use or occupancy of the Property by BlueGreen or Contractors.

13. Termination. This Agreement may be terminated by Government or BlueGreen by providing written notice to the other party. Upon any such termination, BlueGreen and its contractors shall have access to the Site for ten (10) business days, plus any additional time that VA expressly agrees to in its discretion in writing, solely to remove its equipment and/or complete any necessary restoration as set forth in Paragraph 10 of this Agreement. Notwithstanding anything in this Agreement to the contrary, Government shall have the right, at any time, to terminate this Agreement and to demand that BlueGreen immediately cease and quit the Property if, in Government's judgment, BlueGreen and/or its Contractors are in breach of any term or condition of this Agreement, in which event BlueGreen shall not have any continued access to the Site for any purpose. Acceptance of any rent or other consideration for this Agreement in advance by Government shall not act as a waiver of Government's right to terminate this Agreement or of any other right Government may have under this Agreement.

14. Notices. Any notice permitted or required to be given under this Agreement shall
be in writing and shall be deemed to be duly given when delivered certified mail, return receipt requested, to the party entitled to such notice at their address set forth hereinabove, with a copy to:

For Government:
U.S. Department of Veterans Affairs
Greater Los Angeles Medical Center
11301 Wilshire Boulevard
Los Angeles, CA 90073
Attn: Meghan Flanz
Executive Director, West L.A. Campus Draft Master Plan

(b) (6) @va.gov

With a copy to:
U.S. Department of Veterans Affairs
Office of Real Property
425 I Street NW
Washington, DC 20001
Attn: Matthew Leddy, Esq.,
Acting Director, Real Property Policy and Programs
(b) (6) @va.gov
(b) (6)

U.S. Department of Veterans Affairs
Office of General Counsel
810 Vermont Ave, NW
Washington, DC, 20420
Attn: Chief Counsel, Real Property Law Group

For BlueGreen:
500 South Grand Avenue, 22nd Floor
Los Angeles, CA 90071
Phone: (b) (6)
Fax: 310-986-6486
Attn: Vivian M. Lum, Chief Executive Officer

With Copies To:
Shangri-La Construction
27762 Antonio Parkway, L1-543
Ladera Ranch, CA 92694
Phone: (b) (6)
Attn: Judson C. Leibee, Esq.

Hobson Bernardino + Davis LLP
Citigroup Center
444 S. Flower Street, Suite 3100
Los Angeles, CA 90071
Attn: Jason A. Hobson, Esq.
Phone: (b) (6)
15. Third Parties. The access rights granted to BlueGreen under this Agreement shall not be transferred or assigned. Nothing in this Agreement, whether express or implied, is intended to relieve or discharge the obligation or liability of any third persons to either party to this Agreement, nor will any provision give any third persons any right of subrogation or action over or against either party to this Agreement. This Agreement shall bind and inure to the benefit of the successors and permitted assigns of the parties hereto.

16. Applicable Law; Entire Agreement. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the United States of America. The terms and conditions of this Agreement, together with the terms and provisions of all documents referred to herein, constitute the full and entire Agreement between the parties affecting the rights and obligations contained herein. No other agreement or understanding concerning the same has been entered into or will be recognized. Neither party has made inducements nor representations to the other except as expressly stated in this Agreement. No amendments or modifications of this Agreement shall have any force or effect without the written consent of both parties.

Notwithstanding anything contrary in this Agreement, any provision that purports to assign liability to Government shall be subject to and governed by Federal law, including but not limited to, the Contract Disputes Act of 1978 (41 U.S.C. §§ 7101-7109); the Anti-Deficiency Act (31 U.S.C. §§ 1341 and 1501); and the Federal Tort Claims Act (28 U.S.C. §§ 1346(b)(1), 2671-2680.).

17. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for the purposes of this Agreement.

18. Severability. If any provision in this Agreement is declared invalid or unenforceable under applicable law, that provision shall not be enforced, but the remainder of the Agreement shall continue in full force and effect.

19. Nonwaiver. The failure of Government to insist upon or enforce, in any instance, strict performance by BlueGreen of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment of Government’s right to assert or rely upon such terms or rights on any future occasion.

20. Assignment. The non-exclusive, revocable license granted in this Agreement is personal to BlueGreen and may not be assigned or otherwise transferred, in whole or in part, without the prior written consent of Government, which consent may be withheld in Government’s sole discretion.

21. License Not to Be Recorded. Neither party shall record this Agreement or a
memorandum thereof without the prior written consent of the other party.

22. Sovereign Immunity. No terms of this Agreement waive the Government’s rights under Sovereign Immunity.

[Signatures appear on the following page]
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

BlueGreen:

BlueGreen Preservation and Development Company, LLC, a Delaware limited liability company

(b) (6)

By: ________________________________

Name: Vivian Lum

Title: CEO

Date: 3/26/2019

GOVERNMENT:

UNITED STATES OF AMERICA, and its assigns

Brandilyne Stockstill

Digitally signed by Brandilyne Stockstill
Date: 2019.03.21 15:47:39 -05'00'

By: ________________________________

Name: Brandilyne Stockstill

Title: Acting, Associate Executive Director, Office of Real Property, U.S. Department of Veterans Affairs

Date: 3/21/2019
EXHIBIT A
Description of Property

PARCEL B: 4365-008-904

A PARCEL OF LAND SITUATE IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING THAT CERTAIN PARCEL OF LAND MARKED "SOLDIERS HOME 300 ACRES", AS SHOWN ON MAP OF THAT PORTION OF THE RANCHO SAN VICENTEY SANTA MONICA, KNOWN AS THE VILLA FARMS, RECORDED IN BOOK 70, PAGE 54, ET SEQ., MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID LAND ALSO DESCRIBED IN DEED RECORDED IN BOOK 1122, PAGE 263 OF OFFICIAL RECORDS.

EXCEPT THERE FROM THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF WILSHIRE BOULEVARD, 100 FEET WIDE, AS DESCRIBED IN A DEED RECORDED IN BOOK 7317 PAGE 371 OF OFFICIAL RECORDS, WITH THE NORTH EASTERLY LINE OF FEDERAL AVENUE, 40 FEET WIDE, AS SHOWN ON COUNTY SURVEYOR'S FILED MAP NO. 10261 ON FILE IN THE OFFICE OF THE COUNTY SURVEYORS OF SAID COUNTY; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 35°24'41" EAST 50.56 FEET TO THE SOUTHEASTERLY LINE OF SAID WILSHIRE BOULEVARD; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 46°02'10" EAST 78.88 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE NORTH 46°02'10" EAST 44.33 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°26'25", AN ARC DISTANCE 326.73 FEET; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE NORTH 08°35'45" EAST 657.18 FEET; THENCE SOUTH 35°24'14" WEST 500.00 FEET TO THE NORTHEAST RIGHT OF WAY LINE OF FEDERAL AVENUE; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 35°24'14" WEST 68.73 FEET; THENCE NORTH 24°39'09" WEST 203.58 FEET; THENCE NORTH 35°24'41" WEST 100.00 FEET TO THE TRUE POINT OF BEGINNING AND AS SHOWN AS U.S. AIR FORCE AREA ON SHEET (3) OF RECORD OF SURVEY AS RECORDED IN BOOK 180 PAGES 59 TO 63 INCLUSIVE, OF RECORDS OF SURVEYS (COURSES CITED HEREON ARE INTERMS OF SAID RECORD OF
SURVEY), as recorded in the office of the county recorder of said county.

Also except therefrom that portion of said land described as follows:

Commencing at the point of intersection of the centerline of Wilshire Boulevard, 100 feet wide, as described in a deed recorded in book 7317 page 371 of official records, with the northeasterly line of Federal Avenue, 40 feet wide, as shown on county surveyor's filed map no. 10261 on file in the office of the county surveyors of said county; thence along said northeasterly line south 35°24'41" east 50.56 feet to the southeasterly line of said Wilshire Boulevard; thence along said southeasterly line north 46°02'10" east 78.88 feet; thence south 35°24'41" east 100.00 feet; thence south 24°39'09" east 203.58 feet to a line parallel with said and distant northeasterly 40 feet from the centerline of Federal Avenue, measured at right angles; thence along said parallel line south 35°24'41" east 68.73 feet to the true point of beginning; thence north 54°35'21" east 400 feet; thence south 35°24'41" west 545.00 feet; thence south 54°35'21" west 400.00 feet to the northeast right of way line of Federal Avenue; thence along said right of way line north 35°24'41" west 545.00 feet to the true point of beginning and as shown as U.S. Army area on sheet (4) of record of survey as recorded in book 180 pages 59 to 63 inclusive, of records of surveys (courses cited hereon are in terms of said record of survey), as recorded in the office of the county recorder of said county.

Also except therefrom that portion of said land described as follows:

Commencing at the point of intersection of the centerline of Wilshire Boulevard, 100 feet wide, as described in a deed recorded in book 7317 page 371 of official records, with the northeasterly line of Federal Avenue, 40 feet wide, as shown on county surveyor's filed map no. 10261 on file in the office of the county surveyors of said county; thence along said northeasterly line south 35°24'41" east 50.56 feet to the southeasterly line of said Wilshire Boulevard; thence along said southeasterly line north 46°02'10" east 78.88 feet; thence south 35°24'41" east 100.00 feet; thence south 24°39'09" east 203.58 feet to a line parallel with and
DISTANT NORTHEASTERLY 40 FEET FROM THE CENTERLINE OF FEDERAL AVENUE, MEASURED AT RIGHT ANGLES; THENCE ALONG SAID PARALLEL LINE SOUTH 35°24'41" EAST 613.73 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 54°35'21" EAST 400 FEET; THENCE SOUTH 35°24'39" EAST 421.80 FEET TO THE SOUTHERLY BOUNDARY LINE OF SAID "SOLDIERS HOME" AS SAID SOUTHERLY BOUNDARY WAS ESTABLISHED BY THE DEED TO SANTA MONICA LAND & WATER COMPANY RECORDED ON MAY 24, 1900 AS INSTRUMENT NO. 41 IN BOOK 1369 PAGE 104 OF DEEDS; THENCE ALONG SAID BOUNDARY LINE SOUTH 54°34'52" WEST 400.00 FEET TO THE NORTHEAST RIGHT OF WAY LINE OF FEDERAL AVENUE; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 35°24'41" WEST 421.86 FEET TO THE TRUE POINT OF BEGINNING, AND AS SHOWN AS CALIFORNIA NATIONAL GUARD AREA ON PAGE (4) OF RECORD OF SURVEY AS RECORDED IN BOOK 180 PAGES 59 TO 63 INCLUSIVE, OF RECORDS OF SURVEYS (COURSES CITED HEREON ARE IN TERMS OF SAID RECORD OF SURVEY), AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND AS SAID LAND IS DESCRIBED IN QUITCLAIM DEED RECORDED JANUARY 30, 1961, AS INSTRUMENT NO. 1381 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT PORTION SAID LAND LYING WITH CASTLE GARDEN TRACT, AS PER MAP RECORD IN BOOK 6, PAGE 192 OF MAPS.

ALSO EXCEPT ANY PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF THE LAND CONVEYED BY DEED RECORDED MAY 21, 1907, AS INSTRUMENT NO. 99 IN BOOK 3030, PAGE 294 OF DEEDS.

ALSO EXCEPT PORTION OF SAID LAND INDICATED AS UNITS VI, VII, VIII, AND IX, IN DEED OF EASEMENT, RECORDED JUNE 08, 1955 IN BOOK 48006, PAGE 269 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT PORTION OF SAID LAND DESCRIBED IN DEED RECORDED MAY 31, 1957 IN BOOK 54658, PAGE 262 OF OFFICIAL RECORDS

ALSO EXCEPT PORTION OF SAID LAND DESCRIBED AS PARCEL 1 IN EXHIBIT A IN QUIT CLAIM DEED RECORDED JULY 07, 2010 AS DOCUMENT NUMBER 20100925079 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT PORTION OF SAID LAND DESCRIBED AS PARCEL 1 IN EXHIBIT A IN QUITCLAIM DEED RECORDED JULY 07, 2010 AS DOCUMENT NUMBER 20100925067 OF OFFICIAL RECORDS OF SAID COUNTY.
ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE
STATE OF CALIFORNIA IN DEED RECORDED JULY 27, 2004, AS INSTRUMENT
NO. 04-1921091, OF OFFICIAL RECORDS.
EXHIBIT C
DUE DILIGENCE ACTIVITIES

Due Diligence Activities include:

1. DATE: March 22, 2019

2. Four hollow-stem auger borings will be drilled at the locations shown on the map provided in Exhibit B.

3. The percolation test will be conducted in the boring planned in the central portion of the courtyard.

4. Four borings are 8 inches in diameter and the depth will range from 10 to 30 feet.

5. Representative soil samples will be obtained at certain depths in the borings for laboratory testing.

6. Following drilling, logging, and sampling, the borings will be backfilled and tamped with the drill rig. It will take one day to complete the field work (8am to 4pm).

Subject to the terms of the Property Access Agreement between the Government and BlueGreen for due diligence activities, any of the Services noted above may be performed on BlueGreen's behalf by BlueGreen's Contractor(s) or their Subcontractors.
EXHIBIT E
SITE DESCRIPTION

Building 205
THOSE PORTIONS OF THE RANCHO SAN VICENTE Y SANTA MONICA SHOWN ON MAP RECORDED IN BOOK 3, PAGES 30 AND 31 OF PATENTS, TOGETHER WITH THOSE PORTIONS OF THE RANCHO SAN VICENTE Y SANTA MONICA KNOWN AS VILLA FARMS, SHOWN ON MAP RECORDED IN BOOK 70, PAGES 54 THROUGH 56, INCLUSIVE, OF MISCELLANEOUS RECORDS, AND TOGETHER WITH THOSE PORTIONS OF THE SANTA MONICA LAND AND WATER COMPANY TRACT, SHOWN ON MAP RECORDED IN BOOK 78, PAGES 44 THROUGH 49, INCLUSIVE, OF MISCELLANEOUS RECORDS, ALL IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ALL RECORDS OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY TERMINUS OF THAT PARTICULAR COURSE WITH A BEARING AND DISTANCE OF "NORTH 35° 23' 45" EAST 1,466.30 FEET", AS SHOWN ON THAT RECORD OF SURVEY FILED IN BOOK 282 PAGES 19 THROUGH 23 INCLUSIVE, OF RECORDS OF SURVEYS, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG SAID COURSE NORTH 35° 23' 45" EAST 995.51 FEET; THENCE LEAVING SAID COURSE SOUTH 54° 36' 15" WEST 252.17 FEET; THENCE SOUTH 18° 08' 51" EAST 186.54 FEET; THENCE SOUTH 27° 41' 05" EAST 39.36 FEET THENCE SOUTH 33° 51' 07" EAST 52.03 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 83.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49° 05' 19" AN ARC LENGTH OF 71.11 FEET TO A TANGENT LINE; THENCE ALONG SAID TANGENT LINE SOUTH 15° 14' 12" WEST 100.47 FEET; THENCE SOUTH 18° 23' 00" WEST 49.02 FEET; THENCE SOUTH 22° 25' 59" WEST 27.04 FEET; THENCE SOUTH 38° 24' 38" WEST 15.09 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 22.70 FEET; THENCE ALONG SAID CURVE SOUTHWESTERLY, WESTERLY, AND NORTHWesterLY THROUGH A CENTRAL ANGLE OF 80° 01' 10" AN ARC LENGTH OF 31.70 FEET TO A POINT OF REVERSE CURVATURE WITH A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,150.85 FEET, A RADIAL BEARING OF SAID NON-TANGENT CURVE AT SAID POINT BEARS N31° 48' 07" EAST; THENCE NORTHWesterLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF T 25° 49" AN ARC LENGTH OF 149.25 FEET TO A POINT HAVING A RADIAL BEARING OF SOUTH 24° 22' 18" WEST, THENCE CONTINUING ALONG SAID CURVE NORTHWesterLY THROUGH A CENTRAL ANGLE OF 3° 48' 13" AN ARC LENGTH OF 76.40 FEET TO A POINT OF COMPOUND CURVATURE WITH A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 810.00 FEET, A RADIAL
BEARING OF SAID CURVES AT SAID POINT BEARS SOUTH 20° 34' 05" WEST; THENCE NORTHWesterLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 3° 45' 05" AN ARC LENGTH OF 53.03 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED LEASE PARCEL, A RADIAL BEARING OF SAID CURVE AT SAID POINT BEARS NORTH 16° 49' 00" EAST; THENCE LEAVING SAID CURVE NORTH 11° 23' 31" WEST 20.45; THENCE NORTH 15° 47' 32" EAST 138.22 FEET; THENCE NORTH 38° 20' 11" WEST 133.24 FEET; NORTH 29° 03' 07" WEST 136.84 FEET; THENCE SOUTH 76° 16' 46" WEST 27.59 FEET TO, FOR PURPOSES OF THIS LEGAL DESCRIPTION, HEREIN DESIGNATED POINT 'A'; THENCE CONTINUING SOUTH 76° 16' 46" WEST 9.87 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 120.70 FEET; THENCE ALONG SAID CURVE SOUTHWESTERLY AND SOUTHERLY THROUGH A CENTRAL ANGLE OF 60° 17' 29" AN ARC LENGTH OF 120.70 FEET TO A TANGENT LINE; THENCE ALONG SAID TANGENT LINE SOUTH 15° 59' 17" WEST 209.30 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 36.73 FEET; THENCE ALONG SAID CURVE SOUTHWESTERLY, EASTERLY AND NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 179° 50' 39" AN ARC LENGTH OF 115.28 FEET TO A POINT ON A NON-TANGENT LINE, A RADIAL BEARING OF SAID CURVE AT SAID POINT BEARING SOUTH 74° 02' 51" EAST; THENCE ALONG SAID NON-TANGENT LINE SOUTH 74° 28' 50" EAST 12.18 FEET TO A POINT ON A NON-TANGENT CURVE NORTHEASTERLY AND HAVING A RADIUS OF 24.60 FEET, A RADIAL POINT TO SAID CURVE AT SAID POINT BEARS NORTH 87° 09' 17" WEST; THENCE ALONG SAID CURVE SOUTHERLY, SOUTHEASTERLY, AND EASTERLY THROUGH A CENTRAL ANGLE OF 88° 39' 10" AN ARC LENGTH OF 38.06 FEET TO A TANGENT LINE; THENCE ALONG SAID TANGENT LINE SOUTH 85° 46' 33" EAST 8.78 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 960.04 FEET; THENCE ALONG SAID CURVE EASTERLY THROUGH A CENTRAL ANGLE OF 3° 14' 33" AN ARC LENGTH OF 54.33 FEET TO A TANGENT POINT OF COMPOUND CURVATURE WITH THE WESTERLY PROLONGATION OF THAT CERTAIN HEREIN DESCRIBED CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 810.00 FEET, SAID CURVE PASSING THROUGH SAID TRUE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9° 21' 00" AN ARC LENGTH OF 132.18 FEET TO SAID TRUE POINT OF BEGINNING.

CONTAINING 80,227 SQUARE FEET, OR 1.842 ACRES, MORE OR LESS.
Legal Description

Building 208

THOSE PORTIONS OF THE RANCHO SAN VICENTE Y SANTA MONICA SHOWN ON MAP RECORDED IN BOOK 3, PAGES 30 AND 31 OF PATENTS, TOGETHER WITH THOSE PORTIONS OF THE RANCHO SAN VICENTE Y SANTA MONICA KNOWN AS VILLA FARMS, SHOWN ON MAP RECORDED IN BOOK 70, PAGES 54 THROUGH 56, INCLUSIVE, OF MISCELLANEOUS RECORDS, AND TOGETHER WITH THOSE PORTIONS OF THE SANTA MONICA LAND AND WATER COMPANY TRACT, SHOWN ON MAP RECORDED IN BOOK 78, PAGES 44 THROUGH 49, INCLUSIVE, OF MISCELLANEOUS RECORDS, ALL IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ALL RECORDS OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY TERMINUS OF THAT PARTICULAR COURSE WITH A BEARING AND DISTANCE OF "NORTH 35" 23'45" EAST 1,466.30 FEET", AS SHOWN ON THAT RECORD OF SURVEY FILED IN BOOK 282 PAGES 19 THROUGH 23 INCLUSIVE, OF RECORDS OF SURVEYS, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG SAID COURSE NORTH 35" 23' 45" EAST 995.51 FEET; THENCE LEAVING SAID COURSE SOUTH 54" 36' 15" WEST 252.17 FEET;

THENCE SOUTH 18" 08' 51" EAST 186.54 FEET; THENCE SOUTH 27" 41' 05" EAST 39.36 FEET; THENCE SOUTH 33" 51' 07" EAST 52.03 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 83.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49" 05' 19" AN ARC LENGTH OF 71.11 FEET TO A TANGENT LINE; THENCE ALONG SAID TANGENT LINE SOUTH 15" 14' 12" WEST 100.47 FEET; THENCE SOUTH 18" 23' 00" WEST 49.02 FEET; THENCE SOUTH 22" 25' 59" WEST 27.04 FEET; THENCE SOUTH 38" 24'38" WEST 15.09 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 22.70 FEET; THENCE ALONG SAID CURVE SOUTHWESTERLY, WESTERLY, AND NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 80° 01' 10" AN ARC LENGTH OF 31.70 FEET TO A POINT OF REVERSE CURVATURE WITH A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,150.85 FEET, A RADIAL BEARING OF SAID NON-TANGENT CURVE AT SAID POINT BEARS N 31° 48' 07" EAST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7° 25' 49" AN ARC LENGTH OF 149.25 FEET TO THE TRUE POINT OF BEGINNING FOR THE HEREIN DESCRIBED LEASE PARCEL, SAID POINT HAVING A RADIAL BEARING OF SOUTH 24° 22' 18" WEST, THENCE CONTINUING ALONG SAID CURVE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 3° 48' 13" AN ARC LENGTH OF 76.40 FEET TO A POINT OF COMPOUND CURVATURE WITH A TANGENT CURVE CONCAVE OUTHWESTERLY AND HAVING A RADIUS OF...
810.00 FEET, A RADIAL BEARING OF SAID CURVES AT SAID POINT BEARS SOUTH 20° 34' 05" WEST; THENCE NORTHWESTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 3° 45' 05" AN ARC LENGTH OF 53.03 FEET TO A POINT ON A NON-TANGENT LINE, A RADIAL BEARING OF SAID CURVE AT SAID POINT BEARS NORTH 16° 49' 00" EAST; THENCE LEAVING SAID CURVE NORTH 11° 23' 31" WEST 20.45; THENCE NORTH 15° 47' 32" EAST 136.22 FEET; THENCE NORTH 38° 20' 11" WEST 133.24 FEET; THENCE NORTH 29° 03' 07" WEST 136.84 FEET; THENCE NORTH 76° 16' 46" EAST 15.77 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 123.20 FEET; THENCE ALONG SAID CURVE NORTHEASTERLY, THROUGH AN CENTRAL ANGLE OF 47° 29' 39", AN ARC DISTANCE OF 102.13 FEET TO A POINT ON A NON-TANGENT LINE, A RADIAL BEARING OF SAID CURVE AT SAID POINT BEARS SOUTH 61° 12' 52" EAST; THENCE ALONG SAID NON-TANGENT LINE SOUTH 73° 48' 57" EAST 115.64 FEET; THENCE NORTH 16° 24' 46" EAST 51.16 FEET; THENCE NORTH 81° 17' 58" EAST 86.11 FEET; THENCE SOUTH 28° 41' 53" EAST 33.88 FEET; THENCE NORTH 74° 28' 55" EAST 1.00 FEET; THENCE SOUTH 15° 31' 05" EAST 48.60 FEET TO A POINT LYING NORTH 74° 59' 15" EAST 6.81 FEET FROM THE WESTERLY TERMINUS OF THAT CERTAIN COURSE HEREIN DESCRIBED AS "SOUTH 54° 36' 15" WEST 252.17 FEET"; THENCE NORTH 74° 49' 15" WEST 27.43 FEET; THENCE SOUTH 16° 08' 46" WEST 25.64 FEET; THENCE SOUTH 73° 49' 25" EAST 12.47 FEET; THENCE SOUTH 15° 52' 00" WEST 49.92 FEET; THENCE SOUTH 74° 06' 55" EAST 9.85 FEET; THENCE SOUTH 15° 53' 10" WEST 36.92 FEET; THENCE NORTH 74° 06' 32" WEST 10.01 FEET; THENCE SOUTH 15° 57' 02" WEST 71.26 FEET; THENCE SOUTH 74° 03' 54" EAST 1.45 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 40.00 FEET, A RADIAL BEARING OF SAID CURVE AT SAID POINT BEARS NORTH 15° 55' 59" EAST; THENCE ALONG SAID NON-TANGENT CURVE SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 90° 07' 33", AN ARC DISTANCE OF 62.92 FEET TO A TANGENT LINE; THENCE ALONG SAID TANGENT LINE THENCE SOUTH 15° 57' 56" WEST 226.93 FEET TO SAID TRUE POINT OF BEGINNING.

CONTAINING 92,421 SQUARE FEET, OR 2.122 ACRES, MORE OR LESS.
DEPARTMENT OF VETERANS AFFAIRS
WEST LOS ANGELES VA MEDICAL CENTER (WEST LA CAMPUS)
REVOCABLE LICENSE (RL) AMENDMENT FORM
RL NUMBER: VA-262-17-RL-0006 ("LICENSE")

PROJECT NAME: BRENTWOOD SCHOOL — USE OF WEST LA CAMPUS ROADS FOR CONSTRUCTION VEHICLES

<table>
<thead>
<tr>
<th>LICENSOR:</th>
<th>LICENSEE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Veterans Affairs</td>
<td>Brentwood School</td>
</tr>
<tr>
<td>11301 Wilshire Boulevard</td>
<td>100 S. Barrington Place</td>
</tr>
<tr>
<td>Los Angeles, CA 90073</td>
<td>Los Angeles, CA 90049</td>
</tr>
</tbody>
</table>

AMENDMENT NUMBER: 002
EFFECTIVE DATE: MAY 1, 2018

TERMS TO BE AMENDED:
A. Amendment 1, Section 3.3 is hereby amended as follows: The Term of the License is hereby extended to January 27, 2019 and the Licensee's right of access to the Access Route will be terminated January 27, 2019.

Except as amended hereby, all other terms and conditions of the License remain unchanged and in full force and effect. The undersigned hereby agree to the changes set forth by this Amendment Number 002 to the License, dated December 30, 2016.

IN WITNESS WHEREOF, Licensor and Licensee have entered into this Amendment as of the Effective Date.

<table>
<thead>
<tr>
<th>LICENSOR:</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Department of Veterans Affairs</td>
<td>Brentwood School</td>
</tr>
<tr>
<td>(b) (6)</td>
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</tr>
</tbody>
</table>

Date: May 14, 2018  Date: May 14, 2018
Name: Ann R. Brown, FACHE  Name: Michael Rivera
Title: Director, Greater Los Angeles Healthcare System, Department of Veterans Affairs  Title: Chief Financial Officer - Head of School
DEED OF EASEMENT

State of California Department of Transportation

The U.S. Department of Veterans Affairs (hereinafter referred to as “VA” or “Grantor”), acting for and on behalf of the United States of America (hereinafter referred to as the “Government”), under and by virtue of the authority contained in 38 U.S.C. § 8124 and Section 2(e) of the West Los Angeles Leasing Act of 2016, Pub. L. No. 114-226, § 2, 103 Stat. 926., having determined that it will not be adverse to the interests of the United States, does hereby grant and convey, for and in consideration of One Dollar ($1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, without covenant or warranty of any kind and subject to the conditions hereinafter stated, unto the State of California Department of Transportation (hereinafter referred to as the “Grantee”), its successors and assigns, an easement and right of way for the maintenance and operation of the I-405 freeway on and off ramps (hereinafter referred to as “Said Facilities”) to be on, over, under, across, or through certain portions of VA property located at 11301 Wilshire Boulevard, Los Angeles, California, 90073, which the undersigned owns in the County of Los Angeles, State of California, more specifically described in Exhibits A and B, attached hereto and made a part hereof (collectively with Said Facilities, the “Easement”). Access granted herein, is limited to use of the described portions of the Grantor’s property as depicted and described in Exhibits A and B, and the space above and below the established grade line of the highway pavement of the I-405 freeway, together with the right of ingress and egress on, over, and through Grantor’s above described land for the purpose of access for the operation and maintenance of Said Facilities and all purposes necessary and incident to the exercise
by Grantee of the rights granted hereunder. Grantor and Grantee are sometimes also referred to in this Easement collectively as "Parties" or individually as a "Party".

The Easement is granted subject to the following conditions and provisions:

1. The term of the Easement shall be in perpetuity, commencing on September 30, 2019. This Deed of Easement shall run with the land, and shall be binding upon the Parties and inure to the benefit of the Grantee and their agents, representatives, contractors, members, partners, invitees and all their successors and assigns, until terminated in accordance with the terms hereof.

2. The Government reserves unto itself rights for all purposes across, over, or under the Easement; such rights, however, to be exercised in a manner that will not create undue interference with the use and enjoyment by the Grantee of said Easement; provided, that any construction by the Government in connection with the rights so reserved shall be at the expense of the Government.

3. The Grantee agrees to use its best efforts to ensure and take all actions as necessary to ensure that its use of the Easement will not adversely affect the Government's quiet use and enjoyment of the Easement area and the surrounding property of the Government. Grantee further agrees that Said Facilities shall be maintained, reconstructed, repaired, and replaced by the Grantee within the Easement without cost to the Government, under the general supervision and subject to the approval of the Government official having immediate jurisdiction over the Easement. The Grantee shall replace, repair, restore, or relocate any property of the Government affected or damaged directly or indirectly by the construction, reconstruction, installation, operation, maintenance, and replacement of Said Facilities all to the satisfaction of the Government official having immediate jurisdiction over the Easement.

4. No mining operations shall be conducted on the Easement or the surrounding property of the Government. No minerals shall be removed therefrom, except such as are reasonably necessary incident to the utilization of the Easement for the purpose for which the Easement is granted.

5. The Grantee will indemnify and save the Government harmless from any liability or responsibility of any nature whatsoever arising directly or indirectly from the privileges herein granted.

6. All right, title, interest, and estate hereby granted shall cease and terminate effective as of the date of written notice from the Government to the Grantee, its successors or assigns, that there has been, (a) a failure to comply with the terms and conditions of this Deed of Easement, (b) a nonuse of the Easement for a consecutive two (2)-year period for the purpose for which the Easement was granted, or (c) an abandonment of the Easement.

7. Upon termination or forfeiture of the Easement, the Grantee shall within a reasonable time thereafter, if so requested by the Government, remove from the land, hereinafter
described, all structures, installations, and appurtenances thereto belonging to Grantee
and restore the premises to the satisfaction of the Government.

8. No advertisements, commercial, political or otherwise, will be placed or allowed on the
property.

9. The Grantee shall comply with applicable Federal, State, and local laws, codes,
ordinances, and regulations. The Grantee shall comply with State standards for public
health and safety, environmental protection, and siting, construction, operation, and
maintenance of or for Said Facilities and rights-of-ways for similar purposes, if those
standards are more stringent than applicable Federal standards.

10. The Grantee does, by the acceptance of this instrument, covenant and agree for itself,
its assigns, and its successors in interest in property herein conveyed, or any part thereof:

   (a) That it is now complying and will continue to comply with Title VI of the Civil
Rights Act of 1964 and all the requirements imposed by or pursuant to the
regulations of VA issued pursuant to that Title, and that the Easement and its
appurtenant areas and facilities, whether or not on the property involved, will be
operated in full compliance with Title VI of the Civil Rights Act of 1964 and all
requirements imposed by or pursuant to the regulations issued thereunder by VA
and in effect on the date of this instrument, all to the end that no person in the United
States shall on the ground of race, color, religion or national origin be excluded from
participation in, be denied the benefits of, or be subject to discrimination under any
program or activities provided thereon; and,

   (b) That the United States shall have the right to judicial enforcement of these
covenants not only as to the Grantee, its successors and assigns, but also to lessees
and sub-lessees and licensees doing business or extending services under
contractual or other arrangements on the interest in property herein conveyed.

11. This Easement Shall not be modified or amended, except by an instrument in writing,
duly executed by the Parties or their respective successors and assigns, which instrument
shall be in recordable form and actually recorded among the land records of Los Angeles
County, California.

12. This Easement shall be governed by Federal law. If Federal law is silent, then the
law of the State of California applies. The Parties hereto accept and agree to the
jurisdiction and venue of the Federal courts.

13. If any provision of this Easement or the application thereof to any Party or
circumstances shall, to any extent, be invalid or unenforceable, the remainder of this
Easement, or the application of such provision to Parties or circumstances other than
those to which it is invalid or unenforceable, shall not be affected thereby and each
provision of this Easement shall be valid and enforced to the fullest extent permitted by
law.
14. Any notice and other communication permitted or required to be given under this Easement shall be in writing and will only be deemed to be properly given and received (a) when actually given and received, if delivered in person to a party who acknowledges receipt in writing; or (b) one (1) business day after deposit with a private courier or overnight delivery service, if such courier or service obtains a written acknowledgment of receipt; or (c) three (3) business days after deposit in the United States mails, certified or registered mail with return receipt requested and postage prepaid:

If to Grantee:
State of California Department of Transportation
District 7
Attn: Office of Right of Way
100 South Main Street
Los Angeles, CA 90012
Phone: (213) 897-1901

If to Grantor:
U.S. Department of Veterans Affairs
Office of Construction & Facilities Management
Attn: Director, Land Management Division
425 I Street, NW
Washington, DC 20001
Phone: (202) 632-4891

With copy to:
U.S. Department of Veterans Affairs
Office of General Counsel
Attn: Chief Counsel, Real Property Law Group
810 Vermont Ave., NW
Washington, DC 20420

Any of the above Parties may effect a change of address by providing ten (10) days prior written notice to the other Parties listed above.

15. Grantee shall be responsible for recording this Easement among the land records of Los Angeles County, California, and for paying any and all fees, transfer or recordation taxes, or other costs in connection with such recordation.

[Signatures appear on the following page.]
IN WITNESS WHEREOF the U.S. Department of Veterans Affairs has caused this Deed of Easement to be executed in its name and on its behalf this 26th day of September, 2019.

UNITED STATES OF AMERICA,
Acting by and through the Secretary,
U.S. Department of Veterans Affairs

By
Elizabeth B. Heller
Director, Land Management Division
Office of Real Property

CITY OF WASHINGTON
DISTRICT OF COLUMBIA

ON THIS 26th day of September, 2019, before me a Notary Public in and for said District of Columbia, personally appeared to me Elizabeth B. Heller, well known and known by me to be Director, Land Management Division, Office of Real Property, whose name is subscribed to the within instrument and acknowledged that she executed the same as a voluntary act and deed of the United States of America, within the scope of her lawful authority.

Notary Public
District of Columbia

My commission expires:
08/31/2020
IN WITNESS WHEREOF, and intending to be legally bound, the undersigned has caused this Deed of Easement to be executed in its name and on its behalf this 25th day of September, 2019.

Grantee:
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in the within deed and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 25th day of September, 2019.

Robert A. Franzoia
Acting Director
Department of Transportation

By JAMES MARSELLA
Attorney in Fact
EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 79586-1:

A HIGHWAY EASEMENT upon, over and across that portion of the Veterans Administration controlled land, vested under the National Home for Disabled Volunteer Soldiers per deed recorded in March 10, 1888 in Book 405, Page 14 and October 17, 1896 in Book 1122, Page 263, both of Deeds. Said land being a portion of the Rancho San Vicente y Santa Monica, known as Villa Farms, in the City Los Angeles, County of Los Angeles, State of California, recorded in Book 70, page 54 et seq. of Miscellaneous Records, in the Office of the Registrar-Recorder / County Clerk of said county, more particularly described as follows:

Beginning at the Northerly terminus of that certain course described as "S 10° 22' 15" E, 445.54 feet" in that certain parcel of land acquired by the State of California by deed (State Parcel 1008, Unit V), recorded May 04, 1967, in Book D3633, Page 680 of Official Records in said office; thence Southerly along said course, being the generally Westerly line of said acquired land, S 10° 10' 57" E, 61.31 feet to the cusp of a curve concave Westerly and having a radius of 3237.00 feet, to which point of cusp a radial of said curve bears N 73° 32' 28" E; thence Northerly along said curve through a central angle of 1° 56' 19", an arc distance of 109.53 feet to a point on a non-tangent curve concave Southwesterly and having a radius of 3079.50 feet, a radial of said curve to said point bears N 70° 11' 57" E; thence Northerly and Northwesterly along said non-tangent curve through a central angle of 7° 28' 17", an arc distance of 401.56 feet; thence N 29° 13' 28" W, 44.84 feet; thence N 35° 15' 16" W, 55.43 feet to a point on a non-tangent curve concave Southwesterly and having a radius of 708.90 feet, a radial of said curve to said point bears N 49° 44' 46" E; thence Northwesterly along said non-tangent curve through a central angle of 12° 03' 26", an arc distance of 149.18 feet to a point of a non-tangent curve concave Southwesterly and having a radius of 594.50 feet, a radial of said curve to said point bears N 39° 31' 18" E; thence Northwesterly along said non-tangent curve through a central angle of
18° 56' 58", an arc distance of 196.62 feet; thence N 74° 54' 28" W, 98.23 feet; thence N 88° 50' 50" W, 50.83 feet to a point on a non-tangent curve concave Northeasterly and having a radius of 182.00 feet, a radial of said curve to said point bears S 7° 10' 15" W; thence Northwesterly along said non-tangent curve through a central angle of 51° 57' 38", an arc distance of 165.05 feet; thence tangent N 30° 52' 07" W, 327.33 feet to said generally Westerly line; thence Southeasterly, Easterly, Southeasterly and Southerly along said generally Westerly line to the point of beginning.

EXCEPTING THEREFROM that certain parcel of land conveyed to the State of California by deed (Parcel 1 of State Parcel 78311-1) recorded July 27, 2004 as Document No. 04-1921091 in said Official Records of said office.

Lands abutting said freeway shall have no right or easement of access thereto.

PARCEL 79586-2:

A HIGHWAY EASEMENT upon, over and across that portion of the Veterans Administration controlled land, vested under the National Home for Disabled Volunteer Soldiers per deed recorded in March 10, 1888 in Book 405, Page 14 and October 17, 1896 in Book 1122, Page 263, both of Deeds. Said land being a portion of the Rancho San Vicente y Santa Monica, known as Villa Farms, in the City Los Angeles, County of Los Angeles, State of California, recorded in Book 70, page 54 et seq. of Miscellaneous Records, in the Office of the Registrar-Recorder / County Clerk of said county, more particularly described as follows:

Beginning at the Northerly terminus of that certain course described as “S 21° 50' 31" E, 562.93 feet” in that certain parcel of land acquired by the State of California by deed (State Parcel 1008, Unit V), recorded May 04, 1967, in Book D3633, Page 680 of Official Records in said office; thence along said course S 21° 39' 13" E, 18.26 feet; thence leaving said course and the generally Westerly line of said acquired land N 30° 56' 10" W, 19.20 feet; thence N 12° 47' 49" W, 110.72
feet; N 16° 02' 02" E, 18.62 feet to said generally Westerly line; thence along said generally Westerly line S 10° 10' 57" E, 127.37 feet to the point of beginning.

Lands abutting said freeway shall have no right or easement of access thereto.

PARCEL 79586-3:

A FOOTING EASEMENT upon, over and across that portion of Veterans Administration controlled land, vested under the National Home for Disabled Volunteer Soldiers per deed recorded in March 10, 1888 in Book 405, Page 14 and October 17, 1896 in Book 1122, Page 263, both of Deeds. Said land being a portion of the Rancho San Vicente y Santa Monica, known as Villa Farms, in the City Los Angeles, County of Los Angeles, State of California, recorded in Book 70, page 54 et seq. of Miscellaneous Records, in the Office of the Registrar-Recorder / County Clerk of said county, included within a strip of land 9.84 feet wide, the Easterly line of which strip is described as follows:

Beginning a point in that certain course described as "S 21° 50' 31" E, 562.93 feet" in that certain parcel of the land acquired by the State of California by deed (State Parcel 1008, Unit V), recorded May 04, 1967 in Book D3633, page 680 of Official Records in said office, distant thereon S 21° 39' 13" E, 28.04 feet from the Northerly terminus thereof; thence along said certain course S 21° 39' 13" E, 59.01 feet.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature
Licensed Land Surveyor

Date 9/17/2019
EXHIBIT "B"

LEGAL DESCRIPTION

PARCEL 79711-1:

A HIGHWAY EASEMENT upon, over and across that portion of the Soldiers Home, 300 acres, being a portion of the Rancho San Vicente y Santa Monica, known as Villa Farms, in the County of Los Angeles, State of California, as shown on map recorded in Book 70, page 54, et seq., of Miscellaneous Records, in the office of the County Recorder of said county, described as follows:

Beginning at the Southeasterly terminus of that certain course described as having a bearing and distance of "N 32° 19' 35" W, 938.26 feet" in the general Westerly boundary of the land described in Unit 3, acquired by the State of California by deed (State Parcel No. 1008), recorded on May 4, 1967, in Book D3633, pages 680 through 691 inclusive of Official Records in said office; thence along said certain course N 32° 07' 43" W, 556.18 feet; thence leaving said general Westerly boundary S 25° 43' 33" E, 556.27 feet to a non-tangent curve concave Westerly and having a radius of 697.50 feet; thence Southerly along said non-tangent curve from a tangent which bears S 22° 37' 35" E through a central angle of 15° 20' 42", an arc distance of 186.81 feet to a point on that certain course in said general Westerly boundary described as having a bearing and distance of "N 19° 48' 42" E, 255.20 feet", distant 78.63 feet Southerly from the Northeasterly terminus of last said certain course; thence Northeasterly and Northwesterly along said general Westerly boundary to the point of beginning.

Lands abutting said freeway shall have no right or easement of access thereto.

PARCEL 79711-2:

A MAINTENANCE EASEMENT upon, over and across that portion of the Soldiers Home, 300 acres, being a portion of the Rancho San Vicente y Santa Monica, known as Villa Farms, in the County of Los Angeles, State of California, as shown on map recorded in Book 70, page 54, et seq., of Miscellaneous Records, in the office of the County Recorder of said county, included
within a strip of land, 10.00 feet wide, the Northeasterly and Easterly lines of which strip is described as follows:

Beginning at the Northwesterly terminus of that certain course described as having a bearing and distance of "N 32° 19' 35" W, 938.26 feet", in the general Westerly boundary of the land described in Unit 3, acquired by the State of California by deed (State Parcel No. 1008), recorded on May 4, 1967, in Book D3633, pages 680 through 691 inclusive of Official Records in said office; thence along said certain course S 32° 07' 43" E, 382.01 feet to a point on said certain course, distant 556.18 feet from the Southeasterly terminus thereof; thence leaving said general Westerly boundary S 25° 43' 33" E, 556.27 feet to a non-tangent curve concave Westerly and having a radius of 697.50 feet; thence Southerly along said non-tangent curve from a tangent which bears S 22° 37' 35" E through a central angle of 15° 20' 42", an arc distance of 186.81 feet to a point on that certain course in said general Westerly boundary described as having a bearing and distance of "N 19° 48' 42" E, 255.20 feet", distant 78.63 feet Southerly from the Northeasterly terminus of last said certain course.

The side lines of the above described strip of land are to be prolonged or shortened at all angle points so as to terminate at their points of intersection and to be prolonged or shortened so as to terminate Northwesterly in the Southwesterly prolongation of the Northwesterly line of said acquired land described as having a bearing and distance of "N 54° 28' 26" E, 255.00 feet" in said deed and terminate Southeasterly in said general Westerly boundary.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature ____________________________
Licensed Land Surveyor

Date 9/16/2019

Stephen M. Hughey
Exp.: 12/31/2019
No. L4996
STATE OF CALIFORNIA

VA Greater Los Angeles Healthcare System FOIA Request - 0075  Page 2 of 2
A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee here named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE
Carlos Lopez and Associates, a sole proprietorship

3a. MAILING ADDRESS OF LICENSEEE (No., Street, City, State, and Zip Code)
P.O. Box 307
Lincoln, ME 04457

3b. PHYSICAL ADDRESS OF LICENSEE (No., Street, City, State, and Zip Code)
880 Main Street
Lincoln, ME 04457

4. NAME AND ADDRESS OF INSTALLATION
U.S. Department of Veterans Affairs
VA Greater Los Angeles Healthcare System ("VAGLAHS")
VA West Los Angeles Campus
11301 Wilshire Boulevard
Los Angeles, CA 90073
("WLA Campus"), depicted in Exhibit A

5. PERIOD COVERED
FROM (Month, day, year) 04/02/2020
TO (Month, day, year) 04/01/2024

6. CONSIDERATION
No license fee is due and payable. Licensee at its sole cost and expense (except as provided in Licensee's WLA Campus service contract) shall provide the Veteran-centric services as set forth in the Special Conditions.

7A. DESCRIPTION OF PROPERTY AFFECTED
Non-exclusive portion of the WLA Campus comprised of approximately 978 net square feet of building area located on the first floor of Building 337 ("Property"), as depicted in Exhibit C: Property Description attached hereto.

7B. EXHIBIT(S) ATTACHED
General Conditions
Special Conditions
A: Location Map
B: Site Plan
C: Property Description

8. PURPOSE OF LICENSE
Licensee shall use the Property for Veteran-centric services for general office uses relating to the administrative component of Licensee's service contract with VA for the "A Bridge Home" facility located on the WLA Campus ("Veterans Services"), as set forth in the Special Conditions attached hereto.

By the acceptance of this license, the licensee agrees to abide by and be bound by the general and special conditions indicated hereon and attached hereto.

9. SPECIAL CONDITIONS
General Conditions, Special Conditions, Exhibit A, Exhibit B, and Exhibit C are attached hereto.

If licensee is a corporation, the following Certificate of Licensee must be executed:

CERTIFICATE OF CORPORATE LICENSEE

I, , certify that I am the Secretary of the corporation named as licensee herein; that who signed said license on behalf of the licensee was then of said corporation; that said license was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE)
(SEAL)

(Signature) (Sign in ink)
REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee here named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE
   Carlos Lopez and Associates, a sole proprietorship

3a. MAILING ADDRESS OF LICENSEE (No., Street, City, State, and Zip Code)
    P.O. Box 307
    Lincoln, ME 04457

3b. PHYSICAL ADDRESS OF LICENSEE (No., Street, City, State, and Zip Code)
    880 Main Street
    Lincoln, ME 04457

4. NAME AND ADDRESS OF INSTALLATION
   U.S. Department of Veterans Affairs
   VA Greater Los Angeles Healthcare System ("VAGLAHS")
   VA West Los Angeles Campus
   11301 Wilshire Boulevard
   Los Angeles, CA 90073
   ("WLA Campus"), depicted in Exhibit A

5. PERIOD COVERED
   FROM (Month, day, year) 04/02/2020 TO (Month, day, year) 04/01/2024

6. CONSIDERATION
   No license fee is due and payable. Licensee at its sole cost and expense (except as provided in Licensee's WLA Campus service contract) shall provide the Veteran-centric services as set forth in the Special Conditions.

7A. DESCRIPTION OF PROPERTY AFFECTED
   (As shown on Exhibit(s) attached hereto and made a part hereof)
   Non-exclusive portion of the WLA Campus comprised of approximately 978 net square feet of building area located on the first floor of Building 337 ("Property"), as depicted in Exhibit C: Property Description attached hereto.

7B. EXHIBIT(S) ATTACHED
   A: Location Map
   B: Site Plan
   C: Property Description

8. PURPOSE OF LICENSE
   Licensee shall use the Property for Veteran-centric services for general office uses relating to the administrative component of Licensee's service contract with VA for the "A Bridge Home" facility located on the WLA Campus ("Veterans Services"), as set forth in the Special Conditions attached hereto.

9. SPECIAL CONDITIONS
   General Conditions, Special Conditions, Exhibit A, Exhibit B, and Exhibit C are attached hereto.

VETERANS AFFAIRS LICENSOR

DATE OF LICENSE (Month, day, year)

SIGNATURE(S) OF LICENSOR (Sign in ink)

ADDRESS OF LICENSOR
   U.S. Department of Veterans Affairs
   Mr. Robert McKenrick, Executive Director
   Community Engagement and Reintegration Service (CEIRS) and Master Plan
   VA Greater Los Angeles Healthcare System
   11301 Wilshire Boulevard, Los Angeles, CA 90073

If licensee is a corporation, the following Certificate of Licensee must be executed:

CERTIFICATE OF CORPORATE LICENSEE

I, certify that I am the Secretary of the corporation named as licensee herein; that who signed said license on behalf of the licensee was then of said corporation; that said license was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE)

(SEAL)

(Signature) (Sign in ink)

LICENSSEE

DATE ACCEPTED (Month, day, year) 04/01/2020

TYPED NAME OF SIGNATORY (b) (6)

ADDRESS OF LICENSEE
   U.S. Department of Veterans Affairs
   VA Greater Los Angeles Healthcare System
   11301 Wilshire Boulevard, Los Angeles, CA 90073

TELEPHONE NO. OF LICENSEE (Including Area Code) (b) (6)
GENERAL CONDITIONS
VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. Compliance. Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, must be accomplished in a manner satisfactory to the Department of Veterans Affairs (VA).

2. Structures. The licensee shall not place or construct upon, over, or under the property any installation or structure of any kind or character, except such as are specifically authorized herein.

3. Laws and Ordinances. Notwithstanding anything to the contrary, this license and any underlying privilege granted to the licensee, shall at all times be subject to applicable Federal, State, and local laws, codes, and ordinances.

4. Sanitary Conditions. If this license gives possession of United States property, the licensee must at all times keep the premises in a sanitary condition satisfactory to VA.

5. Damage. Except as may be otherwise provided by the Special Conditions, no United States property shall be destroyed, displaced, or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of VA, and the express agreement of the licensee promptly to replace, return, repair, and restore any such property to a condition satisfactory to VA upon demand. Licensee cannot conduct mining operations nor remove any mineral substances from the premises of the Government which are herein licensed to be used.

6. Indemnification. The licensee must indemnify and save harmless the United States, its agents and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of licensee, including failure to comply with the obligations of said license.

7. Storage. Any United States property which must be removed to permit exercise of the privilege granted by this license must be stored, relocated, or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by VA.

8. Operation. The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.

9. Notice. Any property of the licensee installed or located on the property affected by this license must be removed within 30 days of written notice from VA.

10. Guarantee Deposit. Any deposit, which may be required to guarantee compliance with the terms and conditions of this license, must be in the form of a certified check, cashier's check, or postal money order in the amount designated payable to VA.

11. Bond. Any bond required by this license must be in the amount designated, and executed in manner and form and with sureties satisfactory to VA.

12. Expense. Any cost, expense, or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this license shall be assumed and discharged by the licensee.

13. Attempted Variations. There can be no variation or departure from the terms of this license without prior written consent of VA.

14. Nondiscrimination. Any activity, program, or use made of the property by the licensee must be in compliance with the provisions of Federal Acquisition Regulation Part 52.222-26, Equal Opportunity.

15. Assignment, Revocation, and Abandonment. This license is unassignable and is revocable by either party within the time indicated under special conditions. Upon revocation of this license or abandonment by the licensee, at the election of the Government, the licensee must restore the property to substantially the same conditions as those existing at the time of entry.
SPECIAL CONDITIONS
VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

Licensee will provide Veteran-centric services for Veterans and their families at the Property under the following parameters:

1. **General.** This License is being granted in a manner to prohibit the Licensee from recording the License in any public land records.

2. **Use of Property.** Licensee shall have non-exclusive access to the WLA Campus and non-exclusive use of the Property for general office uses relating to the administrative component of Licensee’s services for case management and programming to support homeless Veterans transition to permanent housing in conjunction with its service contract with VA for the “A Bridge Home” facility located on the WLA Campus (“Veterans Services”). Parking for Licensee’s staff members is available on a non-exclusive basis during operating hours in the WLA Campus parking lots near the Property.

   2.1. At Licensee’s sole expense (except as provided in Licensee’s service contract with VA for the “A Bridge Home” facility located on the WLA Campus), Licensee shall provide all other resources needed to exercise the privileges granted under this License.

   2.2. Upon commencement of this License, Licensee shall provide a set of keys and alarm codes to VA Police Department (VAPD) and VA WLA Campus Asset Management to gain access to the Property for the purpose of inspection and when otherwise deemed necessary for the protection of the interests of the Government. Licensee shall have no claim or cause of action on account thereof against the VA or any officer, agent, or employee thereof.

   2.3. Licensee shall not in any way suggest, in writing or otherwise, that VA endorses Licensee or will be liable for any job, housing, or education information provided by Licensee to any third parties.

3. **Maintenance and Repairs.** Licensee shall maintain the Property in a clean, neat, and safe condition during the term of the License.

4. **Operating Expenses.** All costs associated with the services provided at the Property shall be borne solely by Licensee (except as provided in Licensee’s service contract with VA for the “A Bridge Home” facility located on the WLA Campus).

5. **Management and Use.** In exercising the privileges granted under this License, Licensee shall not interfere with the operations of the VA or other authorized users of VA property. Licensee shall comply with VA regulations and policies regarding conduct permitted on VA property. If Licensee or its personnel act in a manner that interferes with operations on VA property, or engage in conduct that does not comply with VA regulations or policies, the VA shall have the right, at the VA’s sole discretion, to demand that the
individuals performing such acts or engaging in such conduct immediately vacate VA property.

6. **Safety, Complaints, and Problems.** Licensee shall conduct rounds at the Property and adjacent areas on a regular basis during the Hours of Operation and make every effort to proceed and resolve all claims and complaints arising from the operation of the Property.

7. **Personnel.** Licensee shall employ at all times a sufficient number of capable employees to enable it to properly, adequately, safely, and economically manage, operate, monitor, maintain, staff and account for the Property with the necessary number of employees on call to allow users to use the Property during the Hours of Operation.

8. **Security.** During the Hours of Operation and as otherwise needed to satisfy the terms and conditions of this License, Licensee shall provide security for the Property at its sole expense.

9. **Insurance.** Licensee, at its expense, shall carry and maintain the following insurance during the term of the License: (a) All-risk property and casualty insurance, (b) Public liability and property damage insurance, including but not limited to, insurance against assumed or contractual liability under this License, to afford protection with limits of liability in amounts approved from time to time by Licensor, but not less than $1,000,000.00 in the event of bodily injury and death to any number of persons in any one accident, and not less than $1,000,000.00 for property damage; (c) Workers’ compensation or similar insurance in form and amounts required by law; (d) All other types of insurance imposed by applicable legal requirements or customarily carried and maintained by owners and operators of similar properties, and as Licensor may reasonably require for its protection. Prior to commencement of operations at the Property, Licensee shall deliver promptly to Licensor a certificate of insurance or a certified copy of each policy of insurance required by this License and shall also deliver no later than thirty (30) days prior to the expiration of any such policy, a certificate of insurance or a certified copy of each renewal policy covering the same risks, together with appropriate evidence of payment of the premiums. The United States of America shall be named as an additional insured.

10. **Approvals.** During the term of the License, Licensee will: (a) obtain, at its own expense, all pertinent Federal, State, and local permits, licenses, and approvals (including but not limited to those required approvals of VA Police Department, VA Safety Department and the City and County of Los Angeles Fire Department) which are necessary to operate the Property as contemplated in this License; (b) assure that all applicable Federal, State, and local requirements are met; (c) assure that the operation of the Property in accordance with the preceding Clause “(b)” does not negatively affect Licensor’s activities and operations; and (d) assure that the Property is operated as a drug and alcohol free environment and take action promptly when this requirement is not met by occupants.
11. **Termination.** VA may revoke this License, at any time, for any reason, at no cost to VA, with a thirty (30) day advance written notice to Licensee. Licensee may revoke this License, at any time, for any reason, with a thirty (30) day advance written notice to the VA, with Licensee to pay any costs associated with the revocation of this License as provided for in the General Conditions and the Special Conditions.

12. **Restoration of Property Condition.** Upon the termination or expiration of this License, Licensee agrees to restore the Property to the conditions present at the commencement of the License. On a daily basis during the Term of the License, Licensee will remove all trash, debris, personal property, and vehicles, as well as remediate any unsanitary conditions, in order to leave the Property in a neat, clean, and safe condition. This Licensee obligation shall survive the expiration or termination of this License.

13. **Media Inquiries.** In the event the Licensee is contacted by the media regarding any activities or services on Department of Veterans Affairs owned property, the Licensee must direct media to the GLA Office of Public Affairs at (310) 268-3340 or VHAGLAPublicAffairs@va.gov. Furthermore, the Licensee shall not host media representatives on Department of Veterans Affairs owned property without prior approval from the Licensor.

14. **Signatory Authorization.** Only the authorized signatory named in this License will be allowed to submit written modification requests to the Licensor. Any requests submitted by non-signatory person(s) will not be accepted.

15. **Advertising.** Any literature or promotional materials using the name or logo of Licensor or VA Greater Los Angeles Healthcare System must be approved in advance by Licensor. Licensee will in no way suggest in writing or otherwise that Licensor endorses or will be liable for any job, housing, or education information provided to third parties including Veterans and will indemnify and hold Licensor harmless against any claim, or liability whatsoever.

16. **Smoking Policy.** Effective October 1, 2019, smoking is strictly prohibited on the grounds of any VHA facility. Per VHA Directive 1085 dated March 5, 2019, it is VHA policy that all VHA health care facilities, including hospitals, community clinics, administrative offices and Vet Centers, will be smoke-free for patients, visitors, contractors, volunteers, and vendors effective October 1, 2019. There will no longer be designated smoking areas.

17. **Point of Contact & Notices.** Licensor and Licensee each appoint the following respective “Chief Liaison” to serve as their organization’s primary point of contact for all matters involving the activities governed by this License in order to ensure efficient implementation and operations. All notices, or other correspondence required under or arising from the terms of this License shall be served on or mailed to the Chief Liaisons. Licensor and Licensee will promptly identify new points of contact in the event of staff turnover.
<table>
<thead>
<tr>
<th><strong>Licensor Chief Liaison</strong></th>
<th><strong>Licensee Chief Liaison</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert McKenrick</td>
<td>Carlos Lopez</td>
</tr>
<tr>
<td>Executive Director</td>
<td>President</td>
</tr>
<tr>
<td>Community Engagement and Reintegration Service (CERS) and Master Plan</td>
<td>880 Main Street</td>
</tr>
<tr>
<td>11301 Wilshire Blvd, Room 6429G</td>
<td>Lincoln, ME 04457</td>
</tr>
<tr>
<td>Los Angeles, CA 90073</td>
<td>(b) (6)</td>
</tr>
<tr>
<td>(b) (6)@va.gov</td>
<td>(b) (6)@career-rehab.com</td>
</tr>
</tbody>
</table>

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EXHIBIT "A"

LOCATION MAP
VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

WLA Campus is outlined in red-hashed line. Building 337 is outlined in blue straight line and the Property is located on the first floor of Building 337.
Building 337 is shown above within the blue straight-line outline.
The Building 337 floorplan is shown above. The Property is comprised of multiple rooms containing approximately 978 net square feet of building area within the first floor of Building 337 shown above and outlined with a red dashed line. More detailed information regarding the multiple rooms comprising the Property is contained on the following page of this Exhibit "C".
### EXHIBIT “C”

**PROPERTY DESCRIPTION (PAGE 2 OF 2)**  
**VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY**

<table>
<thead>
<tr>
<th>BLDG #</th>
<th>LEVEL</th>
<th>ROOM NO.</th>
<th>NAME</th>
<th>SQ. FT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>B337</td>
<td>Level 1</td>
<td>105</td>
<td>ROOM-X</td>
<td>191</td>
</tr>
<tr>
<td>B337</td>
<td>Level 1</td>
<td>106</td>
<td>ROOM-X</td>
<td>188</td>
</tr>
<tr>
<td>B337</td>
<td>Level 1</td>
<td>110</td>
<td>BREAK ROOM</td>
<td>197</td>
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<tr>
<td>B337</td>
<td>Level 1</td>
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<td>ROOM-X</td>
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<tr>
<td>B337</td>
<td>Level 1</td>
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<td>ROOM-X</td>
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<tr>
<td>B337</td>
<td>Level 1</td>
<td>122</td>
<td>SHOWER/ LOCKER</td>
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<tr>
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</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>978</strong></td>
</tr>
</tbody>
</table>

The Rooms comprising the Property are described in the table above.
DEED OF EASEMENT

LOS ANGELES, CALIFORNIA

The U.S. Department of Veterans Affairs (hereinafter referred to as “VA” or “Grantor”), acting for and on behalf of the United States of America (hereinafter referred to as the “Government”), under and by virtue of the authority contained in 40 United States Code 1314 (116 Stat. 1139), 38 U.S.C. § 8124, and Section 2(e) of the West Los Angeles Leasing Act of 2016 (P.L. 114-226), having determined that it will not be adverse to the interests of the United States, does hereby grant and convey, for and in consideration of One Dollar ($1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, without covenant or warranty of any kind and subject to the conditions hereinafter stated, unto the CITY OF LOS ANGELES, a municipal corporation, of the State of California, having its principal office and place of business at 200 N. Spring St, Los Angeles, California 90012 (hereinafter referred to as the “Grantees”), its successors and assigns, an easement and right of way for the purpose of allowing the Grantees access to the VA property to perform all required due diligence, design, construction, maintenance and repair (as provided in Paragraph 4 below), and deconstruction of the Structures as depicted and described on Exhibit “A” attached hereto and made a part hereof (hereinafter collectively the “Facilities”) for the Facilities to be on, over, under, across or through a portion of VA property located at 11301 Wilshire Boulevard, Los Angeles, California, 90073, which the undersigned owns in the CITY of LOS ANGELES, State of CALIFORNIA, all as depicted and described on Exhibit “B”, Exhibit “C”, and Exhibit “D”, attached hereto and made a part hereof (collectively with the Facilities, the “Easement”), together with the right of ingress and egress on, over, and through Grantor’s above-described land for the purpose of access for the due diligence, design, construction, maintenance and repair (as Provided in Paragraph 4 below), and deconstruction, of the Facilities and all purposes necessary and incident to the exercise by Grantee of the rights and obligations granted hereunder. The Facilities shall at all times be and remain the property of, and subject to the sole control of, Grantee, except as otherwise provided by the conditions and provisions of this Easement. Grantor and Grantee are sometimes also referred to in this Easement collectively as “Parties” or individually as a “Party”.

The Easement is granted subject to the following conditions and provisions:

1. The term of this Deed of Easement will commence upon execution and expire when the Grantee has complied with its obligations under Paragraph 9, which shall be no later than four (4) years after the date of execution. This Deed of Easement shall run with the land, and shall be binding upon the Parties and inure to the benefit of the Grantee and their agents, representatives, contractors, members, partners, invitees and all of their successors and assigns, until terminated in accordance with the terms hereof.

2. That the Government reserves unto itself rights for all purposes across, over, or under the Easement; such rights, however, to be exercised in a manner that will not create undue interference with the use and enjoyment by the Grantee of said Easement;
provided, that any construction by the Government in connection with the rights so reserved shall be at the expense of the Government.

3. That Grantee agrees to use its best efforts to ensure and take all actions as necessary to ensure that its use of the Easement will not adversely affect the Government's quiet use and enjoyment of the Easement area and the surrounding property of the Government. Grantee further agrees that Grantee shall perform all required due diligence, design, construction, maintenance and repair (as provided in Paragraph 4 below), and deconstruction to the said Facilities within the Easement without cost to the Government, under the general supervision and subject to the approval of the Government official having immediate jurisdiction over the property. The Grantee shall replace, repair, restore, or relocate any property of the Government affected or damaged by the due diligence, design, construction, reconstruction, installation, maintenance and repair (as provided in Paragraph 4 below), and deconstruction of said Facilities all to the reasonable satisfaction of the Government official having immediate jurisdiction over the property.

4. Grantee shall maintain the Facilities, including the Structures, building systems, and all equipment, fixtures, and appurtenances constructed or placed upon the property pursuant to this Easement, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, fire and life safety systems (including sprinklers and alarm systems), access and other things to the Facilities, without reasonably preventable or recurring disruption, as is required for the Grantor's access to, occupancy, possession, use and enjoyment of the Facilities as provided in this Easement. Upon request of Grantor, Grantee shall provide written documentation that the Structures, building systems, and all equipment have been properly maintained, tested, and are operational within the manufacturer's warranted operating standards. Grantee shall maintain the Facilities in a safe and healthful condition according to applicable legal standards and all other requirements of this Easement, including standards governing indoor air quality, existence of mold or other biological hazards, presence of hazardous materials, etc. Grantor shall have the right, at any time during the term of this Easement, to inspect the Facilities for the purpose of determining Grantor's compliance with this Paragraph 4. Grantor shall be responsible for daily operations and maintenance of the Facilities (excluding such maintenance as provided in the foregoing sentences), including but not limited to providing the services necessary to operate and work to ensure full occupancy of the Temporary Bridge Housing for homeless Veterans within the Facilities in compliance with Paragraph 18. Grantor additionally shall be responsible for performing janitorial/custodial services, cleaning, etc. in addition to repairs or improvements to the Facilities to the extent that such repairs or improvements remain the property of Grantor and for which Grantor reserves the right to remove at the expiration or termination of the Easement. Grantee shall have the right, at any time during the term of this Easement, to inspect the Facilities for the purpose of determining Grantor is reasonably operating the facility, in accordance with the terms contemplated above. Grantee shall provide Grantor with reasonable notice, pursuant to Paragraph 5 of this Deed, of its intent to inspect the Facilities prior to conducting any inspection pursuant to this Paragraph 4.
5. In the event that maintenance or repair of the Facilities by Grantor is necessary pursuant to Paragraph 4 above, Grantor shall notify Grantee as soon as possible, ideally within twenty-four (24) hours of Grantor's awareness. All maintenance and repair of the Facilities, as provided in Paragraph 4, shall be completed, or a plan for prompt completion shall be in place, within five (5) business days of Grantor's notification to Grantee, except in the event of an emergency, such that the condition of the Facilities is affecting or will affect the health and safety of residents, Grantor staff, or any other persons, in which circumstance Grantee shall promptly undertake all such emergency repair work as is reasonably necessary or appropriate under the circumstances to eliminate, or provide adequate protection against, loss, damage, or injury due to defective or dangerous conditions and to comply with applicable laws. Grantee and its duly authorized employees, agents and contractors shall have the right to enter the Easement area and take all necessary and reasonable actions to effectuate the activities authorized in this Easement, including maintenance and repair work as provided in Paragraph 4 above. Grantee shall provide Grantor with at least twenty-four (24) advance written notice, pursuant to Paragraph 16 of this Easement, of any such entry or access to the Easement area by Grantee or its duly authorized employees, agents, or contractors, except in the event emergency repairs to the Facilities are necessary. In the event emergency repairs to the Facilities are necessary, Grantee shall make reasonable efforts to contact Grantor regarding any such emergency entry or access to the Easement area by Grantee or its duly authorized employees, agents, or contractors. If such contact is not able to be made, Grantee shall inform Grantor of any such emergency entry or access as soon as is practicable, ideally within twenty-four (24) hours thereafter.

6. That no mining operations shall be conducted on the Easement or the surrounding property of the Government. No minerals shall be removed therefrom, except such as are reasonably necessary incident to the utilization of the described premises for the purpose for which the Easement is granted.

7. That, except for damages or injuries resulting or arising from the acts of the Government’s officers, agents or its employees properly cognizable under the Federal Tort Claims Act (28 U.S.C. §§ 2671-2680), the Grantee will indemnify and save the Government harmless from any liability or responsibility that may arise directly or indirectly from any activity of Grantee due to the exercise by the Grantee of the privileges herein granted. Grantor will cooperate in providing information relating to any such claims within two (2) business days of receiving notice of such claims pursuant to Paragraph 16 of this Easement.

8. That all right, title, interest, and estate hereby granted shall cease and terminate effective as of the date of written notice from the Government to the Grantee, its successors or assigns, that there has been, (a) a failure to comply with the terms and conditions of this Deed of Easement, (b) a nonuse of the Easement for a consecutive two (2)-year period for the purpose for which the Easement was granted, or (c) an abandonment of the Easement.

9. That upon termination or forfeiture of the Easement, the Grantee shall within a reasonable time thereafter, if so requested by the Government, remove from the land,
hereinafter described, all structures, installations, and appurtenances thereto belonging to Grantee and restore the premises to a clean and safe condition.

10. That no advertisements, commercial, political or otherwise, will be placed or allowed on the property.

11. The Grantee shall comply with applicable Federal, State, and local laws, codes, ordinances, and regulations. The Grantee shall comply with State standards for public health and safety, environmental protection, and siting, construction, operation, and maintenance of or for said Facilities and rights-of-ways for similar purposes, if those standards are more stringent than applicable Federal standards.

12. The Grantee does, by the acceptance of this instrument, covenant and agree for itself, its assigns, and its successors in interest in property herein conveyed, or any part thereof:

   (a) That it is now complying and will continue to comply with Title VI of the Civil Rights Act of 1964 and all the requirements imposed by or pursuant to the regulations of the Department of Veterans Affairs issued pursuant to that Title, and that the Easement and its appurtenant areas and facilities, whether or not on the property involved, will be operated in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Veterans Affairs and in effect on the date of this instrument, all to the end that no person in the United States shall on the ground of race, color, religion or national origin be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activities provided thereon; and,

   (b) That the United States shall have the right to judicial enforcement of these covenants not only as to the Grantee, its successors and assigns, but also to lessees and sub-lessees and licensees doing business or extending services under contractual or other arrangements on the interest in property herein conveyed.

13. This Easement shall not be modified or amended, except by an instrument in writing, duly executed by the Parties or their respective successors or assigns, which instrument shall be in recordable form and actually recorded among the land records of COUNTY OF LOS ANGELES, CALIFORNIA.

14. This Easement shall be governed by Federal law. If Federal law is silent, then the law of the State of CALIFORNIA applies. The Parties hereto accept and agree to the jurisdiction and venue of the Federal courts.

15. If any provision of this Easement or the application thereof to any Party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Easement, or the application of such provision to Parties or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Easement shall be valid and enforced to the fullest extent permitted by law.

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16. All notices and other communications required or permitted under this Easement shall be in writing and will only be deemed properly given and received (a) when actually given and received, if delivered in person to a party who acknowledges receipt in writing; or (b) one (1) business day after deposit with a private courier or overnight delivery service, if such courier or service obtains a written acknowledgment of receipt; or (c) three (3) business days after deposit in the United States mails, certified or registered mail with return receipt requested and postage prepaid:

(i) if to Grantor, addressed to:

U.S. Department of Veterans Affairs
Office of Real Property
425 I Street, N.W.
Washington, DC 20001
Phone: (202) 632-4891
Attn: Director, Land Management Division

and:

U.S. Department of Veterans Affairs
Office of General Counsel
810 Vermont Avenue, N.W.
Washington, DC 20420
Phone: (202) 461-7612
FAX: (202) 273-9384
Attn: Chief Counsel, Real Property Law Group

and:

U.S. Department of Veterans Affairs
Greater Los Angeles Medical Center
11301 Wilshire Boulevard
Los Angeles, CA 90073
Phone: (310) 478-3711
Attn: Heidi Marston

(ii) if to Grantee, addressed to:

City of Los Angeles
Office of the City Administrative Officer
200 N. Main Street, Room 1500
Los Angeles, CA 90012
Phone: (310) 478-3711
Attn: Meg Barclay

and:

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Any of the above Parties may effect a change of address by providing ten (10) days prior written notice to the other parties listed above.

17. Grantee shall be responsible for recording this Easement among the land records of LOS ANGELES COUNTY, CALIFORNIA and for paying any and all fees, transfer or recordation taxes, or other costs in connection with such recordation.

18. Grantor shall be responsible for selection of the homeless Veterans to utilize the Temporary Bridge Housing facilities. Grantor will select the clients based on appropriate level of service need as identified through the coordinated entry system.

19. Grantor will ensure all requirements of National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) are met prior to Grantee commencing with construction of the Temporary Bridge Housing.

[Signatures appear on the following pages.]
IN WITNESS WHEREOF the U.S. Department of Veterans Affairs has caused this Deed of Easement to be executed in its name and on its behalf this _11th_ day of November, 2018.

UNITED STATES OF AMERICA,
Acting by and through the Secretary,
Department of Veterans Affairs

By

Caitlin Cunningham
Acting Associate Executive Director
Office of Real Property
Office of Construction & Facilities Management

CITY OF WASHINGTON
DISTRICT OF COLUMBIA

ON THIS _11th_ day of November, 2018, before me a Notary Public in and for said District of Columbia, personally appeared to me Elizabeth B. Heller, well known and known by me to be the Director, Land Management Division, Office of Real Property, whose name is subscribed to the within instrument and acknowledged that she executed the same as a voluntary act and deed of the United States of America, within the scope of her lawful authority.

[Seal]
Notary Public
District of Columbia

My commission expires:
2/28/2021
IN WITNESS WHEREOF, and intending to be legally bound, the undersigned has
caused this Deed of Easement to be executed in its name and on its behalf this 31st
day of ______, 2018.

Grantee:

RICHARD H. LLEWELLYN JR.

By

CITY OF LOS ANGELES, a municipal corporation
CITY ADMINISTRATIVE OFFICER

Acknowledgement for CITY OF LOS ANGELES

STATE OF CALIFORNIA]

COUNTY OF LOS ANGELES]

On this 31 day of ______, 2018, before me, the undersigned authority, personally
appeared Richard Hugh Llewellyn Jr., who, being by me duly sworn, did depose and say
that he is the City Administrative Officer of the City of Los Angeles, the municipal
corporation described herein and which executed the foregoing instrument; that he/she
knows the seal of the said municipal corporation; that the seal affixed to said instrument
is such corporate seal; that it was so affixed by order of the Los Angeles City Council of
said municipal corporation, and that he/she signed his/her name thereto by like order.

Notary Public

My Commission Expires: __________

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

Attest:

HOLLY L. WOLCOTT, City Clerk

Deputy City Attorney

Date: ________

Date: ________
EXHIBIT “B”
LEGAL DESCRIPTION OF EASEMENT AREA

THOSE PORTIONS OF THE RANCHO SAN VICENTE Y SANTA MONICA SHOWN IN PATENTS BOOK 3, PAGES 30 AND 31, TOGETHER WITH THE RANCHO SAN VICENTE Y SANTA MONICA KNOWN AS VILLA FARMS, SHOWN IN BOOK 70, PAGES 54 THROUGH 56, INCLUSIVE OF MISCELLANEOUS RECORDS, TOGETHER WITH THE SANTA MONICA LAND AND WATER COMPANY TRACT, SHOWN IN BOOK 78, PAGES 44 THROUGH 49, INCLUSIVE OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY TERMINUS OF THAT PARTICULAR COURSE DESCRIBED AS "L92", WITH A BEARING OF NORTH 35°22'24" WEST, A DISTANCE OF 1835.26 FEET, ALONG THE CENTERLINE OF SOUTH SEPULVEDA BOULEVARD, AS SHOWN ON THAT RECORD OF SURVEY RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS BOOK 282, PAGES 19 THROUGH 23; THENCE SOUTH 54°39'54" WEST 280.10 FEET; THENCE NORTH 33°05'38" WEST, A DISTANCE OF 34.68 FEET; THENCE SOUTH 54°27'56" WEST, A DISTANCE OF 1857.81 FEET; THENCE NORTH 35°30'04" WEST, A DISTANCE OF 42.74 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 84°25'47" WEST, A DISTANCE OF 457.03 FEET; THENCE SOUTH 81°04'02" WEST, A DISTANCE OF 12.20 FEET; THENCE SOUTH 65°38'11" WEST, A DISTANCE OF 21.27 FEET; THENCE SOUTH 41°06'30" WEST, A DISTANCE OF 83.84 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 12.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, 28.17 FEET, THROUGH A CENTRAL ANGLE OF 134°29'26"; THENCE NORTH 04°24'03" WEST, A DISTANCE OF 97.60 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 50.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, 21.82 FEET, THROUGH A CENTRAL ANGLE OF 25°00'02"; THENCE NORTH 20°35'58" EAST, A DISTANCE OF 123.38 FEET; THENCE NORTH 84°35'08" EAST; A DISTANCE OF 19.81 FEET; THENCE NORTH 05°24'52" WEST, A DISTANCE OF 97.60 FEET, TO A POINT ON THE SOUTHERLY LINE OF THE LAND DESCRIBED IN EXHIBIT A OF QUITCLAIM DEED RECORDED MARCH 07, 2007 AS DOCUMENT NO. 20070495646 OF OFFICIAL RECORDS; THENCE ALONG SAID SOUTHERLY LINE, AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 565.00 FEET, A RADIAL BEARING TO SAID POINT BEARS SOUTH 18°42'51" EAST; THENCE NORTHEASTERLY ALONG SAID CURVE, 132.41 FEET, THROUGH A CENTRAL ANGLE OF 13°25'40"; THENCE NORTH 84°30'11" EAST, A DISTANCE OF 168.05 FEET; THENCE LEAVING SAID SOUTHERLY LINE, SOUTH 05°29'49" EAST, A DISTANCE OF 41.44 FEET; THENCE SOUTH 84°55'45" WEST, A DISTANCE OF 41.16 FEET; THENCE SOUTH 05°04'15" EAST, A DISTANCE OF 10.71 FEET; THENCE SOUTH 84°55'45" WEST, A DISTANCE OF 22.12 FEET; THENCE SOUTH 05°04'19" EAST, A DISTANCE OF 42.04 FEET; THENCE NORTH 84°55'13" EAST, A DISTANCE OF 31.58 FEET; THENCE SOUTH 04°57'18" EAST, A DISTANCE OF 88.49 FEET; THENCE NORTH 86°03'40" EAST, A DISTANCE OF 95.07 FEET; THENCE SOUTH 67°58'31" EAST, A DISTANCE OF 44.80 FEET; THENCE SOUTH 05°38'54" EAST, A DISTANCE OF 63.01 FEET; THENCE NORTH 84°21'06" EAST, A DISTANCE OF 97.47 FEET; THENCE SOUTH 02°34'02" EAST, A DISTANCE OF 46.76 FEET, TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.
VA Property is outlined in red hashed line.

Easement area is outlined in blue straight line.

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A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee here named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE  
   Community Partners, a CA nonprofit corporation

3a. MAILING ADDRESS OF LICENSEE (No., Street City, State, and Zip Code)  
   1000 North Alameda Street, Suite 240  
   Los Angeles, CA 90012  
   Attn: Mamie Funahashi

3b. PHYSICAL ADDRESS OF LICENSEE (No., Street City, State, and Zip Code)  
   1000 North Alameda Street, Suite 240  
   Los Angeles, CA 90012

4. NAME AND ADDRESS OF INSTALLATION  
   Department of Veterans Affairs  
   Greater Los Angeles VA Healthcare System ("VAGLAHS")  
   West Los Angeles (WLA) Campus  
   11301 Wilshire Boulevard  
   Los Angeles, CA 90073  
   ("WLA Campus"), depicted in Exhibit C

5. PERIOD COVERED  
   FROM (Month, day, year) 10/16/2019  
   TO (Month, day, year) 12/31/2019

6. CONSIDERATION  
   Licensee shall provide Veteran-focused in-kind consideration per Section 8 below and as set forth in Exhibit A: Special Conditions attached hereto.

7A. DESCRIPTION OF PROPERTY AFFECTED  
   Non-exclusive portion of up to 50 parking spaces on the WLA Campus known as Parking Lot Number 1 located adjacent to the Sawtelle Boulevard and Ohio Avenue entrance to the WLA Campus and comprised of a approximately 112 total surface parking lot with solar awnings containing approximately 0.89 acres of site area, as depicted in Exhibit C: Property Description ("Property") attached hereto.

7B. EXHIBIT(S) ATTACHED  
   A: Special Conditions  
   B: Code of Conduct  
   C: Property Description  
   D: Operations and Management Plan

8. PURPOSE OF LICENSE  
   Licensee will provide services exclusively for homeless Veterans and their families, free of charge, related to a safe automobile parking program and related security, maintenance, meals, sanitation equipment, trash dumpsters, handwashing stations, and portable restroom facilities on the Property, as further specified in Exhibit A: Special Conditions, Exhibit B: Code of Conduct, and Exhibit D: Operations and Management Plan, attached hereto.

By the acceptance of this license, the licensee agrees to abide by and be bound by the general and special conditions indicated hereon and attached hereto.

9. SPECIAL CONDITIONS  
   See Exhibit A attached hereto.

(b) (6)

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LICENSER  
U.S. Department of Veterans Affairs  
Steven E. Braverman, M.D., Medical Center Director  
VA Greater Los Angeles Healthcare System  
11301 Wilshire Boulevard, Los Angeles CA 90073

DATE ACCEPTED (Month, day, year) 10/14/19

TYPED NAME OF SIGNATORY  
Mamie Funahashi

(b) (6)

TITLE OF SIGNATORY  
Chief Financial Officer

TELEPHONE NO. OF LICENSEE (Including Area Code) 213-346-3200

If licensee is a corporation, the following Certificate of Licensee must be executed:

CERTIFICATE OF CORPORATE LICENSEE  
I, __________________________________________, certify that I am the __________________________________________,  
Secretary of the corporation named as licensee herein; that __________________________________________  
who signed said license on behalf of the licensee was then __________________________________________  
of said corporation; that said license was duly signed for and in behalf of said corporation by authority of its governing body, and __________________________________________  
is within the scope of its corporate powers.

(CORPORATE)  
(SEAL)  
________________________________________  
(Signature) (Sign in ink)
GENERAL CONDITIONS
VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. Compliance. Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, must be accomplished in a manner satisfactory to the Department of Veterans Affairs (VA).

2. Structures. The licensee shall not place or construct upon, over, or under the property any installation or structure of any kind or character, except such as are specifically authorized herein.

3. Laws and Ordinances. Notwithstanding anything to the contrary, this license and any underlying privilege granted to the licensee, shall at all times be subject to applicable Federal, State, and local laws, codes, and ordinances.

4. Sanitary Conditions. If this license gives possession of United States property, the licensee must at all times keep the premises in a sanitary condition satisfactory to VA.

5. Damage. Except as may be otherwise provided by the Special Conditions, no United States property shall be destroyed, displaced, or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of VA, and the express agreement of the licensee promptly to replace, return, repair, and restore any such property to a condition satisfactory to VA upon demand. Licensee cannot conduct mining operations nor remove any mineral substances from the premises of the Government which are herein licensed to be used.

6. Indemnification. The licensee must indemnify and save harmless the United States, its agents and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of licensee, including failure to comply with the obligations of said license.

7. Storage. Any United States property which must be removed to permit exercise of the privilege granted by this license must be stored, relocated, or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by VA.

8. Operation. The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.

9. Notice. Any property of the licensee installed or located on the property affected by this license must be removed within 30 days of written notice from VA.

10. Guarantee Deposit. Any deposit, which may be required to guarantee compliance with the terms and conditions of this license, must be in the form of a certified check, cashier's check, or postal money order in the amount designated payable to VA.

11. Bond. Any bond required by this license must be in the amount designated, and executed in manner and form and with sureties satisfactory to VA.

12. Expense. Any cost, expense, or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this license shall be assumed and discharged by the licensee.

13. Attempted Variations. There can be no variation or departure from the terms of this license without prior written consent of VA.

14. Nondiscrimination. Any activity, program, or use made of the property by the licensee must be in compliance with the provisions of Federal Acquisition Regulation Part 52.222-26, Equal Opportunity.

15. Assignment, Revocation, and Abandonment. This license is unassignable and is revocable by either party within the time indicated under special conditions. Upon revocation of this license or abandonment by the licensee, at the election of the Government, the licensee must restore the property to substantially the same conditions as those existing at the time of entry.
Licensee will provide Veteran-focused services for Veterans and their families at the Property under the following parameters:

1. **General**: This License is being granted in a manner to prohibit the Licensee from recording the License in any public land records.

2. **Use of Property**: Licensee shall provide services at the Property consistent with the provisions of the City of Los Angeles Safe Parking Pilot Program (Los Angeles Municipal Code (LAMC), Section 85.02 – Regulating the Use of Vehicles for Dwelling), or its succeeding provision, as well as the provisions detailed in this License, including but not limited to the following: (i) vehicles must comply with all posted parking restrictions at all times, (ii) vehicles must be registered with the Department of Motor Vehicles (DMV) and maintain insurance, and (iii) vehicles without an engine, wheels, or some other part necessary for safely driving the vehicle are subject to immediate impounding. Veterans utilizing the Property must provide DMV registration and proof of insurance to Licensee who shall promptly provide Licensor with copies. Registration will be verified by Licensee as part of the participant application process.

3. **Extension Term**: Licensee shall have five (5) six (6) month options to extend the License, subject to VA approval. Should Licensee determine that it would like to extend the Term, Licensee shall provide written notice to VA by no later than sixty (60) days prior to the Expiration Date of the License and any extensions thereafter.
   
   A. Option 1: January 1, 2020 - June 30, 2020
   B. Option 2: July 1, 2020 - December 31, 2020
   C. Option 3: January 1, 2021 - June 30, 2021
   D. Option 4: July 1, 2021 - December 31, 2021
   E. Option 5: January 1, 2022 - June 30, 2022

4. **Free of Charge Services**: Licensee shall provide all services at the Property only to Veterans and their families and shall provide all services free of charge.

5. **Maintenance and Repairs**: Licensee shall maintain the License area in a clean, neat, and safe condition during the term of the License.

6. **Operating Expenses**: All costs associated with the services provided at the Property shall be borne solely by Licensee.

7. **Management and Use**: Licensee shall manage, operate, and maintain the Property in a diligent, careful, and first-class manner consistent with industry standards for other similar competitive public parking facilities and safe parking facilities in the Los Angeles marketplace. Licensee shall not use or occupy the Property or any portion thereof or permit any other person to use or occupy the Property or any portion thereof in any manner or for any purpose which (i) would constitute a nuisance, (ii) which would injure the reputation of the WLA Campus or the Property, or (iii) would unreasonably disturb visitors, staff, and patients at the WLA Campus.
8. **Hours of Operation.** Licensee shall be required to keep the Property open on days and at hours specified by Licensor. From time to time, Licensor may at its discretion change the days and hours of operation of the Property. The hours of operation will be determined in consultation with Licensor and will be memorialized in the Operations and Maintenance Plan, attached hereto as Exhibit “D”.

9. **Safety, Complaints, and Problems.** Licensee shall conduct rounds at the Property and adjacent areas on a regular basis (frequency of rounds conducted will be coordinated and approved by VA Police Department and will be memorialized in the Operations and Maintenance Plan, attached hereto as Exhibit “D”) during the Hours of Operation and make every effort to proceed and resolve all claims and complaints arising from the operation of the Property.

10. **Personnel.** Licensee shall have in its employ at all times a sufficient number of capable employees to enable it to properly, adequately, safely, and economically manage, operate, monitor, maintain, staff and account for the Property with the necessary number of employees on call to allow users to use the Property during the Hours of Operation.

11. **Security.** During the Hours of Operation and as otherwise needed to satisfy the terms and conditions of this License, Licensee shall provide contracted unarmed security for the Property at its sole expense in order to include the rendition of advice, supervision, or furnishing of personnel in connection with the personal safety and security of Veterans and their families, employees, tenants, customers, or other persons in or about the Property.

12. **Insurance:** Licensee, at its expense, shall carry and maintain the following insurance during the term of the License: (a) All-risk property and casualty insurance, (b) Public liability and property damage insurance, including but not limited to, insurance against assumed or contractual liability under this License, to afford protection with limits of liability in amounts approved from time to time by Licensor, but not less than $1,000,000.00 in the event of bodily injury and death to any number of persons in any one accident, and not less than $1,000,000.00 for property damage; (c) Workers’ compensation or similar insurance in form and amounts required by law; (d) All other types of insurance imposed by applicable legal requirements or customarily carried and maintained by owners and operators of similar properties, and as Licensor may reasonably require for its protection. Prior to commencement of operations at the Property, Licensee shall deliver promptly to Licensor a certificate of insurance or a certified copy of each policy of insurance required by this License and shall also deliver no later than thirty (30) days prior to the expiration of any such policy, a certificate of insurance or a certified copy of each renewal policy covering the same risks, together with appropriate evidence of payment of the premiums.

13. **Approvals:** During the term of the License, Licensee will: (a) obtain, at its own expense, all pertinent Federal, State, and local permits, licenses, and approvals (including but not limited to those required approvals of VA Police Department, VA Safety Department and the City and County of Los Angeles Fire Department) which are necessary to operate the Property as contemplated in this License; (b) assure that all applicable Federal, State, and local requirements are met; (c) assure that the operation of the Property in accordance with the preceding Clause “(b)” does not
negatively affect Licensor’s activities and operations; and (d) assure that the Property is operated as a drug and alcohol free environment and take action promptly when this requirement is not met by occupants.

14. **Termination:** VA may revoke this License, at any time, for any reason, at no cost to VA, with a thirty (30) day advance written notice to Licensee. Licensee may revoke this License, at any time, for any reason, with a thirty (30) day advance written notice to the VA, with Licensee to pay any costs associated with the revocation of this License as provided for in the General Conditions and the Special Conditions.

15. **Restoration of Property Condition:** Upon the termination or expiration of this License, Licensee agrees to restore the Property to the conditions present at the commencement of the License. On a daily basis during the Term of the License, Licensee will remove all trash, debris, personal property, and vehicles, as well as remediate any unsanitary conditions, in order to leave the Property in a neat, clean, and safe condition. This Licensee obligation shall survive the expiration or termination of this License.

16. **Media Inquiries.** In the event the Licensee is contacted by the media regarding any activities or services on Department of Veterans Affairs owned property, the Licensee must direct media to the GLA Office of Public Affairs at (310) 268-3340 or VHAGLAPublicAffairs@va.gov. Furthermore, the Licensee shall not host media representatives on Department of Veterans Affairs owned property without prior approval from the Licensor.

17. **Signatory Authorization.** Only the authorized signatory named in this License will be allowed to submit written modification requests to the Licensor. Any requests submitted by non-signatory person(s) will not be accepted.

18. **Advertising:** Any literature or promotional materials using the name or logo of Licensor or VA Greater Los Angeles Healthcare System must be approved in advance by Licensor. Licensee will in no way suggest in writing or otherwise that Licensor endorses or will be liable for any job, housing, or education information provided to third parties including Veterans and will indemnify and hold Licensor harmless against any claim, or liability whatsoever.

19. **Point of Contact & Notices:** Licensor and Licensee each appoint the following respective “Chief Liaison” to serve as their organization’s primary point of contact for all matters involving the activities governed by this License in order to ensure efficient implementation and operations. All notices, or other correspondence required under or arising from the terms of this License shall be served on or mailed to the Chief Liaisons. Licensor and Licensee will promptly identify new points of contact in the event of staff turnover.

<table>
<thead>
<tr>
<th><strong>Licensor Chief Liaison</strong></th>
<th><strong>Licensee Chief Liaison</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Lori Moore</td>
<td>Mamie Funahashi</td>
</tr>
<tr>
<td>Associate Chief, Property Management</td>
<td>Chief Financial Officer</td>
</tr>
<tr>
<td>11301 Wilshire Blvd, Los Angeles, CA</td>
<td>1000 North Alameda Street, Suite 240, Los Angeles, CA</td>
</tr>
<tr>
<td>90073</td>
<td>90012</td>
</tr>
<tr>
<td>(310) 478-3711, Ext (b) (6)</td>
<td>(b) (6)</td>
</tr>
<tr>
<td>Licensor Chief Liaison</td>
<td>Licensee Chief Liaison</td>
</tr>
<tr>
<td>------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>(b) (6) @va.gov</td>
<td>(b) (6) @communitypartners.org</td>
</tr>
</tbody>
</table>
Licensee and Licensor shall enforce the following code of conduct for Veterans and their families utilizing the Property:

1. Zero tolerance policy for guns or firearms of any kind, which are strictly prohibited.
2. The use or distribution of alcohol and/or drugs is strictly prohibited.
3. Veterans and their families are required to maintain appropriate conduct. Sexual harassment, violence, and threats will not be tolerated. Failure to comply will result in immediate removal from the Property.
4. Urinating and defecating on the Property or the WLA Campus outside of the restroom facilities, is strictly prohibited.
5. Tents, camping tarps or camping equipment, beyond the top of the vehicle, are prohibited.
6. Cooking or an open flame is strictly prohibited.
7. All trash must be gathered, disposed of in the dumpster at the Property, or taken offsite and the area will be kept tidy.
8. Loud music is not permitted. All noise should be limited to within the vehicle, including alarms, phone or electronic notifications, and conversations.
9. Animals must be kept in vehicles at all times, except when properly leashed and accompanied by an adult. Animal waste must be must be picked up immediately and disposed of properly.
10. No more than one vehicle is allowed per individual or family.
11. Children require parental supervision at all times.
12. Registered Sex Offenders listed in the National Sex Offender Public Website (NSOPW) Database may not participate in the Safe Parking LA program.
13. No photography or filming is allowed.
14. Veterans are not required to spend each night on the lot. Veterans may be contacted by Licensee out of concern, if they are absent more than three nights without notice. As long as Veterans are participating in seeking long-term housing, Veterans will not be unduly expelled from the Property. Licensor reserves the right to terminate individual Veteran participation, or the License, at any time and for any reason.
15. Licensee will follow established VA protocols in the event of suicide by Veterans utilizing the Property.
WLA Campus is outlined in red hashed line. The Property is outlined in blue straight line.
The Property for this License, Parking Lot #001, is shown below in the outlined area adjacent northeasterly from the Sawtelle Boulevard and Ohio Avenue entrance to the WLA Campus. The Property is comprised of an approximately 112 space surface parking lot with solar awnings containing approximately 0.89 acres to be utilized by Licensee.

Parking Lot 1

The Property is outlined in a red solid line.
Licensor and Licensee shall follow these general parameters and guidelines with respect to Licensee’s operations on the Property.

1. Coordination protocol for Licensee’s security to work with VA Police (VAPD):
   a) VAPD will notify their patrol team of the Licensee’s operations on the Property and shall place barricades in the Property. VAPD shall provide Licensee’s security with the contact phone number for dispatch (310-268-4524) in the event of an incident or concern.

2. Frequency of rounds conducted by VAPD and Licensee’s security:
   a) VAPD shall conduct rounds 2-3 times per night, and on an as-needed basis.

3. Emergency management protocol:
   a) For medical emergencies, Licensee shall dial 911 and notify VAPD Dispatch.

4. Proposed layout of Parking Lot #001:
   a) Licensee is authorized to use only striped surface parking spaces located within Parking Lot #001. Parking is not allowed in any area not striped or in the grass area.

5. Hours of operation:
   a) Between the hours of 7:30 p.m. through 7:30 a.m. on a daily basis. Any changes to the hours of operation (such as to account for Daylight Savings Time) are subject to written approval from the VA Licensor Chief Liaison.
   b) Case Management shall be provided daily and as otherwise agreed to by the Parties.

6. Veteran daily check in/check out process:
   a) Veterans shall place their Safe Parking placard in the windshield of their vehicles. Parking placards shall be valid for 30 days and subject to renewal.

7. Referral/Selection Process:

   Responsibilities of Licensee:
   a) Licensee will admit Veterans into this program after review of application, eligibility, and approval from VA CERS staff.
   b) During admission to the program, Licensee will review the general expectations around safety, ongoing case management, and procedures.
c) On a daily basis no later than 12:00pm the following day, Licensee shall provide report documenting number of Veterans utilizing the Safe Parking Program as well as a summary of any violations of the Code of Conduct shown in Exhibit "B."

d) Licensee will obtain Licensor approval prior to use of VA equipment.

e) Referring party will email Safe Parking with Veterans full name, date of birth, email/phone number

1. Safe Parking will conduct sex offender registry check

2. Email: Scott Sale, (b) (6) @safeparkingla.org and Shonte Johnson, (b) (6) @safeparkingla.org; Safe Parking phone number: 323-210-3375

f) Print out Safe Parking application with VHA ROI and have Veteran complete ROI with the referring party

1. Ensure referring party emails VHA ROI and Safe Parking application to Safe Parking point of contact

g) Safe Parking will contact Veteran/referring party with next steps including program information and expectations

Responsibilities of CERS:

a) VA CERS will serve as liaisons for Veteran services to be rendered by referring providers.

b) VA CERS will provide ongoing outreach by licensed clinical social workers and peer support.

c) VA CERS will offer ongoing and same-day psychiatric, medical, and social work services to Safe Parking Veterans. These services will be available via the outreach services, the Welcome Center, and Homeless Patient Aligned Care Team Clinic during their business hours.

d) VA CERS shall maintain a list of individuals who have applied for Safe Parking and are on a "wait list."
November 30, 2020

Robert Merchant
Chief, Strategic & Facility Planning
Department of Veterans Affairs

RE: U.S. Dept of Veterans Affairs Revocable License for Safe Parking Los Angeles

Dear Mr. Merchant,

This letter serves to inform you that Community Partners for Safe Parking Los Angeles will exercise “Option 3” under Exhibit A, Section 3: Extension Term.

Please let me know if you need any additional information.

Sincerely,

Mamie Funahashi
Chief Financial Officer
Community Partners
May 12, 2020

Robert Merchant
Chief, Strategic & Facility Planning
Department of Veterans Affairs

RE: U.S. Dept of Veterans Affairs Revocable License for Safe Parking Los Angeles

Dear Mr. Merchant,

This letter serves to inform you that Community Partners for Safe Parking Los Angeles will exercise “Option 2” under Exhibit A, Section 3: Extension Term.

Please let me know if you need any additional information.

Sincerely,

Paul Vandeventer
President & CEO
Board of Directors

Executive Committee
Chair
Perry C. Parks, III
Parks Consulting, Inc.

Treasurer
Christopher P. Kearley
Ernst & Young LLP

Secretary
Helen B. Kim, JD
Thompson Coburn LLP

Immediate Past Chair
Ange-Marie Hancock Alfaro, PhD
University of Southern California

Directors
Bonnie Boswell
PBS SoCal

Andrea Capachietti, PhD
International Humanitarian Aid Consultant

Steven J. Cobb
California Community Foundation

Eladio Correa
Ameriprise Financial, Inc.

Oscar E. Cruz
United Way of Greater Los Angeles

Victor De la Cruz
Manatt, Phelps & Phillips, LLP

Charles J. Hamilton, III, JD
Covington & Burling LLP

Irwin J. Jaeger
New Phoenix Management Company

Rigo J. Saborio, MSG
St. Barnabas Senior Services

Ani Zonneveld
Muslims for Progressive Values

Mamie Funahashi
Chief Financial Officer
Community Partners

Albert R. Rodriguez (1951 - 2009)
Founding Board Chair
March 3, 2020

Omid Montafej
Real Estate Project Manager
Concourse Federal Group
11755 Wilshire Blvd., Suite 1250
Los Angeles, CA 90025

RE: U.S. Dept of Veterans Affairs Revocable License for Safe Parking Los Angeles

Dear Mr. Montafej,

This letter serves to inform you that Community Partners for Safe Parking Los Angeles will exercise “Option 1” under Exhibit A, Section 3: Extension Term.

Please let me know if you need any additional information.

Sincerely,

(b) (6)

Mamie Funahashi
Chief Financial Officer
Community Partners
PROPERTY ACCESS AGREEMENT
FROM THE U.S. DEPARTMENT OF VETERANS AFFAIRS TO
CORE AFFORDABLE HOUSING, LLC AT THE
VA WEST LOS ANGELES CAMPUS IN LOS ANGELES CALIFORNIA

THIS PROPERTY ACCESS AGREEMENT ("Agreement") is made and entered into this 27th day of August, 2020 (the "Effective Date"), by and between UNITED STATES OF AMERICA, and its assigns, with an address of 810 Vermont Avenue, Washington, DC 20420 ("Government" or "VA") and Core Affordable Housing, LLC, with an address of 470 South Market Street, San Jose, CA 95113 ("Core Affordable").

A. WHEREAS, Government is the owner of certain real estate, consisting of approximately 3 acres of land, with improvements located thereon, situated in Los Angeles, CA (hereinafter the "Property" or the "WLA Campus"), and known as the U.S. Department of Veterans Affairs Greater Los Angeles Medical Center located at 11301 Wilshire Boulevard Los Angeles, CA 90073, depicted in Exhibit A, attached hereto, and incorporated herewith.

B. WHEREAS, Core Affordable has requested permission from Government for Core Affordable to enter the Property to perform due diligence investigations ("Due Diligence Activities") within an area of the Property referred to in this Agreement as the "Site", which is depicted in Exhibit B, attached hereto and incorporated herewith, which includes all real property and improvements contained therein. The Due Diligence Activities will be conducted with respect to the Veterans housing projects planned by the Core Affordable on the WLA Campus ("Project") and are limited to the scope of work contained in Exhibit C, attached hereto and incorporated herewith.

C. WHEREAS, the Property, and any actions taken by VA relating to the Property, are subject to federal law, including but not limited to the West Los Angeles Leasing Act of 2016 (Public Law 114-226, as amended by Public Law 115-251, the Department of Veterans Affairs Expiring Authorities Act of 2018) (collectively, the "West LA Leasing Act"), and will be taken in accordance with VA’s WLA Campus Draft Master Plan dated January 28, 2016 ("Draft Master Plan") or successor Master Plan.

D. WHEREAS, Government is willing to grant Core Affordable permission to enter the Site for the purpose of performing the Due Diligence Activities.

NOW, THEREFORE, in consideration of the foregoing, certain valuable non-monetary consideration, and of agreements hereafter contained, Government hereby grants to Core Affordable a non-exclusive, revocable license to enter the Site subject to terms and conditions set forth herein.

1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference.
2. Term. The term of this Agreement shall commence on the Effective Date and shall expire on the earlier of (a) November 30, 2021 or (b) Core Affordable’s completion of its Due Diligence Activities (the “Term”) unless Government and the Core Affordable agreed in writing to extend the term as provided herein.

3. Purpose of Entry. Core Affordable, by its duly authorized officers, employees, agents, and duly authorized employees of its contractors, subcontractors, engineers, consultants, planners, designers, and/or vendors, (collectively “Core Affordable Parties”) may enter the Site during the Term of this Agreement solely for the purpose of performing the Due Diligence Activities. Such entries shall at all times be subject to VA security and parking guidelines and regulations.

4. Core Affordable’s Responsibilities. Core Affordable shall be responsible for all costs associated with the Due Diligence Activities. All tools, equipment, buildings, improvements, and other property taken upon or placed upon the Property by Core Affordable shall remain the property of Core Affordable and must be removed by Core Affordable prior to the expiration of this Agreement, unless such tools, equipment, buildings, improvements, and other property taken upon or placed upon the Property shall be subject to an executed enhanced use lease agreement with VA.

5. Compliance with Law. Core Affordable shall perform the Due Diligence Activities in compliance with all applicable Federal, State, and local laws, ordinances, and regulations. Core Affordable shall obtain all permits, licenses, certificates, and approvals required to perform the Due Diligence Activities.

6. Notice to Government. At least five (5) business days prior to commencing the Due Diligence Activities, Core Affordable, or its contractor(s), as applicable, shall provide Government with written notice of the commencement of the Due Diligence Activities, which shall include a brief description and an estimated schedule for completion (“Due Diligence Activity Notice”). The Due Diligence Activity Notice and related information may be distributed by the Government to WLA Campus patients, staff, residents, visitors, third party land users, and other stakeholders.

7. Reports. Upon request, Core Affordable shall provide Government each and any study, survey, due diligence report, or other writing Core Affordable completes concerning the Due Diligence Activities (hereinafter “Reports”) within thirty (30) business days of their completion. Core Affordable, Core Affordable’s contractors, and any and all subcontractors (hereinafter “Contractors”) shall not (except as required by applicable law) release any Reports to third parties not connected with the Core Affordable’s development of the Site without Government’s prior written permission.

8. Security of Site. The Due Diligence Activities shall include reasonable security measures of Core Affordable (along with any additional measures VA chooses to implement at its discretion) to the extent such security measures are necessitated solely as a result of the Due Diligence Activities, to minimize the risk of property damage or bodily injury at or in the vicinity of the Property.
9. Conduct of Due Diligence Activities. With respect to the Due Diligence Activities, the following additional conditions shall apply:

a. Core Affordable's Due Diligence Activities shall not interrupt the provision of healthcare and services to Veterans on the Property.

b. This Agreement is executed with the understanding that to the extent necessary and supported by the specific type of Due Diligence Activities at play, Core Affordable shall provide flagmen or other appropriate traffic safety personnel to direct traffic during periods of traffic disruption. All work shall be coordinated with Government and be conducted in a manner consistent with VA's ongoing mission and operations on the WLA Campus, and to avoid unnecessary disruption to patient parking and vehicular ingress and egress. VA shall have discretion to require Core Affordable to adjust its activities if VA determines that such disruption is occurring.

c. Core Affordable shall be responsible for and will obtain at its sole cost and expense, all applicable Federal, State, and local planning approvals, and other licenses and permits which are necessary for the Due Diligence Activities.

d. Core Affordable agrees to use its best efforts to ensure and take all actions as necessary to ensure that its use of the Property will not adversely affect the Government's quiet use and enjoyment of the Property and the surrounding property of the Government. Core Affordable shall replace, repair, restore, or relocate any property of the Government affected or damaged directly or indirectly by the Due Diligence Activities all to the satisfaction of the Government official having immediate jurisdiction over the Property.

e. No mining operations shall be conducted on the Property. No minerals shall be removed therefrom, except such as are reasonably necessary for the Due Diligence Activities.

f. Upon termination of this Agreement or forfeiture of the Property, Core Affordable shall within a reasonable time thereafter, if so requested by the Government, remove from the land all structures, installations, and appurtenances thereto belonging to Core Affordable and restore the Property to the satisfaction of the Government.

g. No advertisements, commercial, political, or otherwise, will be placed on, or allowed on the Property. No signage shall be installed or constructed on or over the Property without the prior written approval of VA, and such approval shall not be unreasonably withheld, conditioned, or delayed; provided that, VA shall be permitted to withhold its approval if such signage would improperly suggest to the public that the Property is under the ownership or perpetual jurisdiction and control of Core Affordable or another third-party entity.
h. The Core Affordable Parties and visitors shall park their vehicles only in designated parking areas within the Site and are prohibited from parking on any portion of the WLA Campus that is located outside the boundaries of the Site. Any parking by the Core Affordable Parties and visitors on the WLA Campus outside the boundaries of the Site is prohibited under Federal law and will be strictly enforced. Core Affordable shall provide clear notice to the Core Affordable Parties and visitors by implementing appropriate measures to ensure such compliance.

i. Core Affordable shall conduct its activities on the Site in a clean, orderly, and sanitary condition at all times and shall arrange for prompt disposal of any dirt, refuse, and debris caused by the activities of the Core Affordable Parties and visitors and shall provide and maintain for the use of the Core Affordable Parties and visitors an ample number of containers for trash.

j. It is understood that this Agreement will be an absolute net cost transaction with no cost to the Government, and that the Government shall not be obligated to pay any charges or incur any costs or obligations.

10. Condition of Property. Subject to VA review and written approval, Core Affordable shall promptly and diligently repair any damage to the Property caused by performing the Due Diligence Activities and shall leave (and restore, if applicable) the Property in substantially the same condition as existed when Core Affordable entered the Property with the exception of areas within the Site on which Project activities will occur, as long as such condition does not interfere with VA's use of the Property. Core Affordable agrees to keep the Property free and clear from all liens, security interests, and other encumbrances arising by, though, as a result of, or in connection with the use or occupancy of the Property by Core Affordable or Contractors. If any such lien, security interest, or other encumbrance arises, Core Affordable will take such action as is necessary to discharge the same within thirty (30) business days following Core Affordable's notice thereof. If Core Affordable does not comply with the requirements of this Paragraph, then Government may, but is not obligated to, take measures to contest and/or discharge the lien, security interest, or encumbrance itself and recover from Core Affordable all of Government's costs and expenses related thereto, which amount Core Affordable agrees to pay immediately following written notice from Government of such amount.

11. Insurance. Core Affordable, Core Affordable's contractors, and any and all subcontractors (hereinafter "Contractors") shall obtain at their own cost and expense, and keep in force and effect, during the terms of their respective entries upon the Site the following insurance with respect to the Due Diligence Activities:

i. Commercial general liability insurance policy in an amount not less than One Million Dollars ($1,000,000.00) limit per occurrence and general aggregate for bodily injury, death, and property damage, protecting
Government against claims for bodily injury, death, or property damage arising directly from Core Affordable's use of the Property. Such coverage shall include coverage for explosion, collapse, and underground events, commonly referred to as XCU coverage; and

ii. If the Contractor is a design professional, Professional liability and pollution liability insurance (however pollution liability insurance shall only be required for Contractors performing work upon the Property involving Hazardous Material investigation such as a firm performing a Phase 2 environmental investigation upon the Property) in an amount not less than Two Million Dollars ($2,000,000.00) per claim and annual aggregate. A Contractor is considered a design professional only if they are providing architectural, engineering, or other services related to the design of any element of the Project, or otherwise involved in the review and performance of Project design elements or compliance with planning documents or provide review, recommendations, or advice relating to the design of any portion of the Project.

The policy or policies required hereunder shall be issued by insurance companies qualified to do business in the State of California and such policy or policies shall provide at least twenty (20) business days' written notice to Government before cancellation or non-renewal. Core Affordable and Contactors shall deliver to Government certificates of such insurance, showing the United States of America named as the additional insured under Commercial General Liability Insurance, evidencing the coverage in force as of the Effective Date of this Agreement, as well as any replacement certificates issued during the Term of this Agreement.

12. Environmental

a. NEPA/NHPA Compliance

i. Core Affordable shall at all times comply with applicable laws and regulations, including but not limited to the National Environmental Policy Act (NEPA), 42 U.S.C. § 4321, the National Historic Preservation Act (NHPA), 54 U.S.C. 300101 et seq., and the Archaeological Resources Protection Act, 16 U.S.C. §§ 470aa–470mm.

ii. Core Affordable shall ensure that all Due Diligence Activities undertaken comply with the Programmatic Agreement executed by VA, the California State Historic Preservation Office (“SHPO”), and the Advisory Council of Historic Preservation on May 1, 2019, and any subsequent agreements. Core Affordable will coordinate such compliance with the Government and the SHPO, Tribes, and Consulting Parties as needed.

iii. Core Affordable shall ensure that all Due Diligence Activities undertaken are consistent with the 2019 Final Programmatic Environmental Impact

Property Access Agreement - Page 5 of 19
b. Compliance with Environmental Laws

i. The term "Environmental Law" means any statute, law, act, ordinance, rule, regulation, order, decree, or ruling of any Federal, State, interstate, and/or local governmental, quasi-governmental, legislative, administrative or judicial body, agency, board, commission or other authority relating to the protection of health and/or the environment or otherwise regulating and/or restricting the use, storage, disposal, treatment, handling, release, and/or transportation of hazardous substances, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Solid Waste Disposal Act, the Federal Water Pollution Control Act, the Clean Air Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Emergency Planning and Community Right to know Act, and the environmental control laws of the State of California, each as now or hereafter amended, and all regulations and interpretive guidelines respectively promulgated thereunder.

ii. The term "Hazardous Material" means any substance regulated or as to which liability might arise under any applicable Environmental Law including: (a) any chemical, compound, material, product, byproduct, substance or waste defined as or included in the definition or meaning of "hazardous substance," "hazardous material," "hazardous waste," "solid waste," "toxic waste," "extremely hazardous substance," "toxic substance," "contaminant," "pollutant," or words of similar meaning or import found in any applicable Environmental Law; (b) Hydrocarbons, petroleum products, petroleum substances, natural gas, oil, oil and gas waste, crude oil, and any components, fractions, or derivatives thereof; and (c) radioactive materials, explosives, asbestos or asbestos containing materials, polychlorinated biphenyls, radon, infectious or medical wastes.

iii. Core Affordable shall comply, at its sole cost and expense, with all Environmental Laws that are or may become applicable to the Core Affordable's activities on the Property, including but not limited to all applicable federal, state, interstate, and local laws, regulations, and other requirements relating to occupational safety and health, the handling and storage of Hazardous Materials, and the proper generation, handling, accumulation, treatment, storage, disposal, and transportation of hazardous wastes. Core Affordable shall at its own expense maintain in effect any permits, license or other governmental approvals relating to Hazardous Materials, if any, required for the Core Affordable's use of the Property. Core Affordable shall make all disclosures required of Core
Affordable by any such Environmental Laws, and shall comply with all orders, with respect to Core Affordable’s and its employees’, agents’, contractors’, and invitees’ use of the Property, issued by any governmental authority having jurisdiction over the Property and take all action required by such governmental authorities to bring Core Affordable’s and its employees’, agents’, contractors’, and invitees’ activities on the Property into compliance with all Environmental Laws affecting the Property.

c. Environmental Responsibility

i. Core Affordable shall be responsible for all Hazardous Materials that are released, handled, extracted, generated, or caused by the Due Diligence Activities on the Property by any person, or entity, other than the Government or its employees, agents, or contractors.

ii. Core Affordable shall be solely responsible for responding to the release of the following categories of Hazardous Materials on or from the Property:

(1) Future and/or newly identified releases of Hazardous Materials at, or from, the Property that are caused by the act or omission of Core Affordable or any other person or entity performing Due Diligence Activities on the Property, other than the Government or its employees, agents, or contractors; and

(2) Existing Hazardous Materials located on or within the Property that are materially and unreasonably (due to lack of using customary safeguards in the industry) aggravated, released, or exacerbated due to the acts or omissions of Core Affordable or any other person, or entity performing Due Diligence Activities on the Property, other than the Government or its employees, agents, or contractors. Core Affordable shall immediately notify the Government of any release of Hazardous Materials and all response actions taken, including regulatory notifications made by Core Affordable with respect to the Property, so VA may take any action necessary to protect the health and safety of individuals at the WLA Campus.

iii. To the extent any Environmental Law properly imposes liability, loss, expense, damage, or cost upon VA for any matter relating to any Hazardous Material or otherwise of an environmental nature on or affecting the Property due to (1) the United States’ status as Federal owner of the Property, (2) acts of VA and/or former owners on or affecting the Property, or (3) acts or omissions of government contractors on or affecting property that occurred while VA had jurisdiction and control of the Property, VA shall indemnify Core Affordable, its directors, partners, officers, trustees, members,
employees, agents, successors, and assigns ("Indemnitees") for any liability, loss, expense, damage, or cost incurred or suffered by the Indemnitees. Core Affordable shall immediately notify VA upon receipt of any notices, claims, or other information that identifies any environmental problems on or related to the Property which may require Core Affordable and/or VA action and/or expenditure of funds. Consistent with the Anti-Deficiency Act (31 U.S.C. §§ 1341, 1342, 1351, and 1517, as amended), the payments of VA with respect to this indemnification shall not exceed appropriations available to VA which can be lawfully expended for such purposes at the time of the claim; and nothing in this Agreement may be construed as implying that Congress will at a later date appropriate funds to meet any deficiencies.

iv. To the extent any Environmental Law imposes liability, loss, expense, or damage, or cost upon VA for any matter relating to any Hazardous Material or otherwise of an environmental nature on or affecting the Property due to acts of Core Affordable, its contractors, builders, agents, employees, and/or licensees relating to the Due Diligence Activities, including any environmental investigation, studies, and remediation, Core Affordable shall indemnify VA for such liability, loss, expense, damage, or cost incurred or suffered by VA. Except as may otherwise be agreed to by the VA and Core Affordable, Core Affordable shall have no liability under the terms of this Agreement with respect to the mere discovery of any existing conditions and any resulting diminution in value of the Property, except for existing conditions located on or within the Property that are materially and unreasonably (due to lack of using customary safeguards in the industry) aggravated, released, or exacerbated due to the acts or omissions of Core Affordable, its contractors, builders, agents, employees, and/or licensees performing Due Diligence Activities on the Property other than the Government or its employees, agents, or contractors. Core Affordable shall immediately notify VA upon receipt of any notices, claims, or other information that identifies any environmental problems on or related to the Property which may require Core Affordable and/or VA action and/or expenditure of funds.

v. To the extent that VA is held, by a final decision of the highest court or other adjudicative body of competent jurisdiction to which the matter has been presented, liable for costs and/or damages associated with the improper handling, treatment, disposal, and/or release of one or more Hazardous Materials on or affecting the Property, VA at its sole and absolute discretion, may seek to initiate good-faith discussions and negotiations with Core Affordable, for Core Affordable on VA's behalf and upon the parties' consummation of a separate written agreement, to undertake and complete any and all required environmental remediation and abatement activities in accordance with Environmental Laws. The provisions of this Section 12(c)(v) apply only to the due to acts of Core Affordable.
Affordable, its contractors, builders, agents, employees, and/or licensees relating to the Due Diligence Activities and shall not apply to Existing Hazardous Materials located on or within the Property unless they are materially and unreasonably (due to lack of using customary safeguards in the industry) aggravated, released, or exacerbated due to the acts or omissions of Core Affordable Parties, other than the Government or its employees, agents, or contractors.

vi. Should additional environmental studies under Environmental Laws become necessary due to Core Affordable's activities on the Property, then unless the Parties otherwise agree in writing, the fees, costs, and expenses necessary to perform such studies shall be the sole responsibility of Core Affordable. The provisions of this Section 12(c)(vi) apply only to the due to acts of Core Affordable, its contractors, builders, agents, employees, and/or licensees relating to the Due Diligence Activities and shall not apply to Existing Hazardous Materials located on or within the Property unless they are materially and unreasonably (due to lack of using customary safeguards in the industry) aggravated, released, or exacerbated due to the acts or omissions of Core Affordable Parties, other than the Government or its employees, agents, or contractors.

d. Presence of Hazardous Materials

i. Core Affordable shall not, without Government's prior written consent, keep on or around the Property, for use, disposal, treatment, generation, storage, or sale, any Hazardous Material except as may be customary in projects similar to the Property and in compliance with all applicable laws. With respect to any such Hazardous Material, Core Affordable shall:

1. Comply promptly, timely, and completely with all governmental requirements for reporting, keeping, and submitting manifests, and obtaining and keeping current identification numbers with respect to any Hazardous Materials first brought upon the Property from and after the date hereof;

2. Submit to Government true and correct copies of all reports, manifests, and identification numbers with respect to any Hazardous Materials first brought upon the Property from and after the date hereof at the same time as they are required to be and/or are submitted to the appropriate governmental authorities;

3. Within sixty (60) days of Government's request, submit written reports to Government regarding Core Affordable's use, storage, treatment, transportation, generation, disposal, or sale of Hazardous Materials first brought upon the Property from and after the date
hereof and provide evidence satisfactory to Government of Core Affordable’s compliance with the applicable governmental regulations with respect to any Hazardous Materials first brought upon the Property from and after the date hereof;

(4) Allow Government or Government’s agent or representative to come on the Property at all reasonable times with reasonable prior notice to check Core Affordable’s compliance with all applicable governmental regulations regarding Hazardous Materials for which Core Affordable is responsible under the terms of this Agreement;

(5) Comply with minimum levels, standards or other performance standards or requirements that may be set forth or established for certain Hazardous Materials (if minimum standards or levels are applicable to Hazardous Materials present on the Property, such levels or standards shall be established by an on-site inspection by the appropriate governmental authorities and shall be set forth in an addendum to this Agreement);

(6) Comply with all applicable governmental rules, regulations, and requirements regarding the proper and lawful use, sale, transportation, generation, treatment, and disposal of Hazardous Materials; and

(7) Government shall have the right upon reasonable prior written notice and at reasonable times to enter upon the Property in order to inspect or monitor same if Government has a reasonable belief that Hazardous Materials are present on the Property in violation of applicable law. If such inspection or monitoring by Government confirms that Hazardous Materials are present and are in violation of applicable law, any and all reasonable costs incurred by Government and associated with Government’s inspection of the Property and Government’s monitoring of Core Affordable’s compliance, including Government’s reasonable attorney’s fees and costs, shall be additional rent and shall be due and payable to Government immediately upon demand by.

The provisions of this Section 12(d)(i) apply only to the due to acts of Core Affordable, its contractors, builders, agents, employees, and/or licensees relating to the Due Diligence Activities and shall not apply to Existing Hazardous Materials located on or within the Property unless they are materially and unreasonably (due to lack of using customary safeguards in the industry) aggravated, released, or exacerbated due to the acts or omissions of Core Affordable Parties, other than the Government or its employees, agents, or contractors.
ii. Cleanup Costs, Default, and Indemnification. Core Affordable shall be fully and completely liable to Government for any and all cleanup costs, and any and all other charges, fees, and penalties (civil and criminal) imposed upon Government by any governmental authority with respect to any use(s) of the Property related to the handling, disposal, transportation, generation, and/or sale of Hazardous Materials; provided, that liability and obligation by Core Affordable shall apply only to Hazardous Materials first brought upon the Property by Core Affordable, its contractors, builders, agents, employees, and/or licensees from and after the date hereof. Core Affordable shall indemnify, defend, and save Government harmless from any and all of the costs, fees, penalties, and charges assessed against or imposed upon Government (as well as Government’s reasonable attorney’s fees and costs) as a result of Core Affordable’s use, disposal, transportation, generation, and/or sale of Hazardous Materials at the Property. Upon Core Affordable’s default under this Paragraph d and the expiration of the applicable notice and cure periods, in addition to the rights and remedies set forth elsewhere in this Agreement, Government shall be entitled to the following rights and remedies:

(1) At Government’s option, to terminate this Agreement immediately; and/or

(2) To recover any and all damages associated with the default, including, but not limited to cleanup costs and charges, civil and criminal penalties and fees, loss of business and sales by tenants of the Property, any and all damages and claims asserted by third parties and Government’s reasonable attorney’s fees and costs.

13. Indemnification. Core Affordable and its duly authorized officers, employees and agents agree to assume any and all liability and risks arising out of, incident to, or in any way connected to the exercise of Core Affordable’s rights under this Agreement, or any use, occupancy, or activity on the Property. Without limiting the generality of the foregoing, and as partial consideration for the rights herein granted, Core Affordable agrees to defend, indemnify, and hold harmless Government and its directors, officers, employees, agents, servants, consultants, contractors, affiliated entities, permittees, successors and assigns, from and against any and all claims, losses, causes of action, demands, liabilities (whether based upon common law, strict liability, negligence, contract, statute, or otherwise), damages, injuries, deaths, penalties, fines, costs, corrective action, natural resource damage and damages and expenses of any other nature whatsoever caused by, arising out of, incident to, or in any way connected to the exercise of Core Affordable’s rights under this Agreement, or any use, occupancy, or activity on the Property by the Core Affordable Parties. The provisions of this Section 13 apply only to the due to acts of Core Affordable, its contractors, builders, agents, employees, and/or licensees relating to the Due Diligence Activities and shall not apply to Existing Hazardous Materials located on or within the Property unless they are materially and unreasonably (due to lack of using customary safeguards in the industry)
aggravated, released, or exacerbated due to the acts or omissions of Core Affordable Parties, other than the Government or its employees, agents, or contractors.

14. Termination. This Agreement may be terminated by Government or Core Affordable by providing written notice to the other party. Upon any such termination, Core Affordable and its contractors shall have access to the Site for ten (10) business days, plus any additional time that VA expressly agrees to in its discretion in writing, solely to remove its tools, equipment, buildings, improvements, and other property taken upon or placed upon the Property by the Core Affordable and/or complete any necessary restoration as set forth in Paragraph 10 of this Agreement. Notwithstanding anything in this Agreement to the contrary, Government shall have the right, at any time, to terminate this Agreement and to demand that Core Affordable immediately cease and quit the Property if, in Government's judgment, Core Affordable and/or its Contractors are in breach of any term or condition of this Agreement, in which event Core Affordable shall not have any continued access to the Site for any purpose. Acceptance of any rent or other consideration for this Agreement in advance by Government shall not act as a waiver of Government's right to terminate this Agreement or of any other right Government may have under this Agreement.

15. Notices. Any notice permitted or required to be given under this Agreement shall be in writing and shall be deemed to be duly given when delivered certified mail, return receipt requested, to the party entitled to such notice at their address set forth hereinabove, with a copy to:

For Government: U.S. Department of Veterans Affairs
                    Greater Los Angeles Medical Center
                    11301 Wilshire Boulevard
                    Los Angeles, CA  90073
                    Attn: Robert Merchant
                    (b) (6) @va.gov

With a copy to: U.S. Department of Veterans Affairs
                    Office of Real Property
                    425 I Street NW
                    Washington, DC  20001
                    Attn: Matthew Leddy, Esq.
                    (b) (6) @va.gov

U.S. Department of Veterans Affairs
Office of Asset Enterprise Management (044C)
810 Vermont Avenue, NW
Washington, DC  20420
Attn: Carrie Pham
(b) (6) @va.gov

U.S. Department of Veterans Affairs
Office of General Counsel  
810 Vermont Ave, NW  
Washington, DC  20420  
Attn: Chief Counsel, Real Property Law Group

U.S. Department of Veterans Affairs  
Greater Los Angeles Medical Center  
11301 Wilshire Boulevard  
Los Angeles, CA  90073  
Attn: Medical Center Director

For Core Affordable:  
Core Affordable Housing, LLC  
470 South Market Street,  
San Jose, CA  95113  
Attn: Chris Neale, Executive Vice President
(b) (6)@thecorecompanies.com

With copy to  
Core Affordable Housing, LLC  
470 South Market Street,  
San Jose, CA  95113  
Attn: Rich Truempler, Senior Vice President
(b) (6)@thecorecompanies.com

16. Third Parties. The access rights granted to Core Affordable under this Agreement shall not be transferred or assigned. Nothing in this Agreement, whether express or implied, is intended to relieve or discharge the obligation or liability of any third persons to either party to this Agreement, nor will any provision give any third persons any right of subrogation or action over or against either party to this Agreement. This Agreement shall bind and inure to the benefit of the successors and permitted assigns of the parties hereto.

17. Applicable Law; Entire Agreement. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the United States of America. The terms and conditions of this Agreement, together with the terms and provisions of all documents referred to herein, constitute the full and entire Agreement between the parties affecting the rights and obligations contained herein. No other agreement or understanding concerning the same has been entered into or will be recognized. Neither party has made inducements nor representations to the other except as expressly stated in this Agreement. No amendments or modifications of this Agreement shall have any force or effect without the written consent of both parties. Notwithstanding anything contrary in this Agreement, any provision that purports to assign liability to Government shall be subject to and governed by Federal law, including but not limited to, the Contract Disputes Act of 1978 (41 U.S.C. § 7101-7109); the Anti-Deficiency Act (31 U.S.C. §§ 1341 and 1501); and the Federal Tort Claims Act (28 U.S.C. §§ 1346(b)(1), 2671-2680.).
18. **Counterparts: Electronic Signatures.** This Agreement may be executed in counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for the purposes of this Agreement.

19. **Severability.** If any provision in this Agreement is declared invalid or unenforceable under applicable law, that provision shall not be enforced, but the remainder of the Agreement shall continue in full force and effect.

20. **Nonwaiver.** The failure of Government to insist upon or enforce, in any instance, strict performance by Core Affordable of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment of Government's right to assert or rely upon such terms or rights on any future occasion.

21. **Assignment.** The non-exclusive, revocable license granted in this Agreement is personal to Core Affordable and may not be assigned or otherwise transferred, in whole or in part, without the prior written consent of Government, which consent may be withheld in Government's sole discretion.

22. **License Not to Be Recorded.** Neither party shall record this Agreement or a memorandum thereof without the prior written consent of the other party.

23. **Sovereign Immunity.** No terms of this Agreement waive the Government's rights under Sovereign Immunity.

24. **Smoke-Free Policy.** Effective October 1, 2019, smoking is strictly prohibited on the grounds of any VA facility. Per VA Directive 1085 dated March 5, 2019, it is VA policy that all VA health care facilities, including hospitals, community clinics, administrative offices, and Vet Centers, will be smoke-free for patients, visitors, contractors, volunteers, and vendors effective October 1, 2019. There will no longer be designated smoking areas. This Smoke-Free Policy includes all VA property licensed by third-party land users. Smoking is defined by the VA Directive to include cigarettes, cigars, pipes, electronic or e-cigarettes, vape pens, and e-cigars.

25. **Media Inquiries.** In the event Core Affordable is contacted by the media regarding any activities or services on Department of Veterans Affairs owned property, the Core Affordable must direct media to the GLA Office of Public Affairs at (310) 268-3340 or VHAGLAPublicAffairs@va.gov. Furthermore, Core Affordable shall not host media representatives on Department of Veterans Affairs owned property without prior approval from the Government.

26. **Point of Contact & Notices:** Government and Core Affordable each appoint the following respective "Chief Liaison" to serve as their organization's primary point of contact for all matters involving the activities governed by this Agreement in order to
IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals on the date first above written.

CORE AFFORDABLE:

Core Aff (b) (6) California limited liability company
By: 
Name: Chris Neale
Title: EVP
Date: 9/11/2020

GOVERNMENT:

UNIT (b) (6) RICA, and its assigns
By: 
Name: Matthew Leddy
Title: Acting Director Real Property Policy and Programs
Date: 8/18/20
ensure efficient implementation and operations. The Government and Core Affordable will promptly identify new points of contact in the event of staff turnover.

<table>
<thead>
<tr>
<th>Government Chief Liaison</th>
<th>Core Affordable Chief Liaison</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roberto Clemente</td>
<td>Chris Neale</td>
</tr>
<tr>
<td>11301 Wilshire Boulevard</td>
<td>Core Affordable Housing, LLC</td>
</tr>
<tr>
<td>Los Angeles, CA 90073</td>
<td>470 South Market Street</td>
</tr>
<tr>
<td>(b) (6) (o)</td>
<td>San Jose, CA 95113</td>
</tr>
<tr>
<td>(b) (6) @va.gov</td>
<td>Phone: (b) (6)</td>
</tr>
<tr>
<td></td>
<td>(b) (6)@thecorecompanies.com</td>
</tr>
</tbody>
</table>

[SIGNATURES CONTAINED ON FOLLOWING PAGE]
The Due Diligence Activities will be conducted in the site shown above.
EXHIBIT C
DUE DILIGENCE ACTIVITIES

1. Pre-Design Survey Needs:
   a. Topographic Map/ALTA Survey.
   b. Boundary Survey.
   c. Dipping Manholes adjacent to buildings and at mainline to verify inverts and slopes.

2. Geotechnical Tests:
   a. Percolation tests per Geotechnical and Materials Engineering Division (GMED) requirements for Low Impact Development.
   b. Pavement recommendations as necessary.
   c. Corrosion testing.
   d. Design level Geotechnical/Soils Report.

3. Water pressure tests:
   a. Requesting SAR from LADWP for source pressure.
   b. Request building pressure test, if possible (VA Facility Maintenance staff may be able to perform these tests).

4. Utility Investigations:
   Investigative utility work activities to accurately locate existing underground utilities, such as water, and to assess the possibility of bringing new utility services, including but not limited to water, electric, gas, and communications, to the Property.
   a. Investigative utility work activities to accurately locate existing underground utilities, such as water, and to assess the possibility of bringing new utility services, including but not limited to water, electric, gas, and communications, to the Property.
   b. Investigate main lines adjacent to proposed improvements.
   c. Pot-holing existing building utilities to verify depths and condition.
   d. Coordinate with VA and third parties that may be performing this work.

5. Site:
   a. Appraisal.
   b. Capital or Physical Needs Assessment.
   c. Geotechnical Borings & Testing:
      • Borings outside the footprint of the building.
      • Potentially digging trenches & test pits within the building at the basement/ground floor levels.
   d. Percolation Testing.
   e. Flow & Pressure Testing.

6. Environmental Testing:
   a. Phase I/II ESA.
Permission, revocable at the will of the Department of Veterans Affairs, is hereby granted the permittee hereinafter named to use the property described below for the purpose designated, subject to the conditions, special and general, herein prescribed.

1. PERMIT NO.

VA691-2HAA-0001

2. NAME OF PERMITTEE AGENCY

Department of Homeland Security

2A. NAME AND ADDRESS OF LOCAL PERMITTEE REPRESENTATIVE

245 Murray Lane, SW
Washington, DC 20528-0075
Attn: Gregory Price (b) (6) @hq.dhs.gov

2B. TELEPHONE NUMBER

(b) (6)

3. NAME AND ADDRESS OF VA INSTALLATION

VA Greater Los Angeles Healthcare System
11301 Wilshire Boulevard
Los Angeles, CA 90073 ("WLA Campus")

4. MAXIMUM PERIOD COVERED

FROM (MM/DD/YYYY) 12/01/2020
TO (MM/DD/YYYY) 06/30/2021

5. CONSIDERATION

No fee is due and payable. Permittee shall provide Veteran-centric services in Section 6.

6. PURPOSE OF PERMIT

Permittee shall operate the POINTER project on the Property and provide Veteran-centric services for enhanced security for WLA Campus buildings through shared due diligence and program findings. POINTER project is described in Exhibit C: Scope of Work (SOW).

7. DESCRIPTION OF PROPERTY AFFECTED

Non-exclusive portion of the WLA Campus, known as Building 23, comprised of approximately 7,669 square feet, as depicted in the attached Exhibit A: Location Map.

8. EXHIBIT(S) ATTACHED

General Conditions,
Location Map (A), Property Description (B), & SOW (C).

By the acceptance of this permit, the permittee agrees to abide by and be bound by the special and general conditions indicated here and/or attached:

9. SPECIAL CONDITIONS

VA may revoke this Agreement, at any time, for any reason, at no cost to VA, with a thirty (30) day advance written notice to Permittee. Permittee may revoke this Agreement, under the same conditions, and pay any costs associated with the revocation.

DEPARTMENT OF VETERANS AFFAIRS PERMIT APPROVAL

SIGNATURE(S) OF PERMITTER

Digitally signed by Robert W. McKenrick 549533
Date: 2020.12.16 15:15:18 -08'00'

PRINTED NAME AND VA OFFICE OF PERMIT APPROVER

Robert McKenrick, Executive Director
Community Engagement and Reintegration Service (CERS) and Master Plan

PERMITTEE APPROVAL

SIGNATURE(S) OF PERMITTEE

Digitally signed by MARGIE J ROWE
Date: 2020.12.09 12:34:51 -05'00'

PRINTED NAME, ORGANIZATION, PHONE NUMBER OF PERMITTEE

Margie Rowe, Chief Business and Readiness Support
DHS/Science & Technology (b) (6)
GENERAL CONDITIONS

a. COMPLIANCE.
Any use made of property affected by the permit, and any construction, maintenance, repair, or other work performed thereon by the
permittee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the
Department of Veterans Affairs.

b. STRUCTURES.
The permittee shall not place or construct upon, over, or under the property any installation or structure of any kind or character,
except such as are specifically authorized herein.

c. LAWS AND ORDINANCES.
In the exercise of any privilege granted by this permit, permittee shall comply with all applicable State, municipal, and local laws, and
the rules, orders, regulations, and requirements of Federal governmental departments and bureaus.

d. SANITARY CONDITIONS.
If this permit gives possession of United States property, the permittee shall at all times keep the premises in a sanitary condition
satisfactory to the Department of Veterans Affairs.

e. DAMAGE.
Except as may be otherwise provided by the Special Conditions, no United States property shall be destroyed, displaced, or damaged
by the permittee in the exercise of the privilege granted by this permit without the prior written consent of the Department of Veterans
Affairs and the express agreement of the permittee promptly to replace, return, repair, and restore any such property to a condition
satisfactory to the Department of Veterans Affairs upon demand. Permittee shall conduct no mining operation nor remove any
mineral substances from the premises of the Government which are herein licensed to be used.

f. STORAGE.
Any United States property which must be removed to permit exercise of the privilege granted by this permit shall be stored,
relocated, or removed from the site, and returned to its original locations upon termination of this permit, as the sole cost and expense
of the permittee, as directed by the Department of Veterans Affairs.

g. OPERATION.
The permittee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby permitted,
and shall refrain from maring or impairing the appearance of said property, obstructing access thereto, interfering with the
transaction of the Government business and the convenience of the public, or jeopardizing the safety of persons or property, or
causing justifiable public criticism.

h. NOTICE.
Any property of the permittee installed or located on the property affected by this permit shall be removed within 30 days of written
notice from the Department of Veterans Affairs.

i. EXPENSE.
Any cost, expense, or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of
this permit shall be assumed and discharged by the permittee.

j. ATTEMPTED VARIATIONS.
There shall be no variation or departure from the terms of this permit without prior written consent of the Department of Veterans
Affairs.

k. NONDISCRIMINATION.
Any activity, program, or use made of the property by the permittee will be in compliance with the provisions of VA Form 6215,
which is attached hereto and made a part of this permit by reference.

l. ASSIGNMENT, REVOCAION, AND ABANDONMENT.
This permit is unassignable and shall be revocable by either party in writing. Upon revocation of this permit or abandonment by the
permittee, at the election of the Government, the permittee shall restore the property to substantially the same conditions as those
existing at the time of entry.
EXHIBIT "A"
LOCATION MAP
VA PERMIT FOR USE OF REAL PROPERTY BY FEDERAL AGENCY

WLA Campus is outlined in red-hashed line. The Property is located within the blue solid line.
The Property is outlined with a red dashed line, bordered by sidewalks, and precedes Building 14.
EXHIBIT “C”
STATEMENT OF WORK
VA PERMIT FOR USE OF REAL PROPERTY BY FEDERAL AGENCY

Summary of Work

The U.S. Department of Homeland Security (DHS) Science and Technology Directorate (S&T) and the National Aeronautics and Space Administration Jet Propulsion Laboratory (NASA JPL) shall develop indoor tracking and navigation techniques for first responders through the Precision Outdoor and Indoor Navigation and Tracking for Emergency Responders (POINTER) project. The U.S. Department of Veterans Affairs grants the POINTER team use of Building 23 on the West Los Angeles campus (WLA campus), for the purpose of conducting experiments to develop and evaluate the technology and algorithms required to enable real-time indoor positioning and orientation tracking. The POINTER team is permitted to perform demonstrations to existing sponsors, first responder representatives, and government officials to showcase the life-saving capabilities of the technology during critical emergency situations.

Onsite Activities

Experiments conducted by DHS and NASA JPL shall occur within Building 23 boundaries, with transmitter nodes mounted outside on a trailer or fire engine. The trailer or fire engine is permitted to be stationed in front of or behind Building 23. The transmitter nodes will disseminate Magneto-Quasi-Static (MQS) fields that will be detected by handheld receiver sensor devices to determine positions. In addition to receiving pre-approval from the JPL Occupational Safety Program Office, each test shall ensure that all MQS fields are low-power signals that operate within the FCC frequency range approved for minimal impact on nearby individuals and properties.

Each floor of Building 23 shall be marked for measurement and data collection via handheld modules. Data shall be continuously collected throughout Building 23, in order to evaluate the positioning and orientation tracking algorithms.

During public demonstrations, firefighters shall simulate their response to a fire within Building 23, in front of an audience of key leaders and government representatives. Data from multiple handheld devices carried by each first responder moving inside Building 23 will be wirelessly streamed to a base-station within the fire engine. An operator at the base-station shall monitor the exact position of each of his or her members at that given time, demonstrating the ability to more efficiently locate and rescue members within a structure, during an emergency.
A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee here named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE
County of Los Angeles

3a. MAILING ADDRESS OF LICENSEE (No., Street, City, State, and Zip Code)
5530 W. 83rd Street
Los Angeles, CA 90045
Attn: Julian Garcia (b) (6) @pw.lacounty.gov

3b. PHYSICAL ADDRESS OF LICENSEE (No., Street, City, State, and Zip Code)
5530 W. 83rd Street
Los Angeles, CA 90045

4. NAME AND ADDRESS OF INSTALLATION
U.S. Department of Veterans Affairs
VA Greater Los Angeles Healthcare System ("VAGLAHS")
VA West Los Angeles Campus
11301 Wilshire Boulevard
Los Angeles, CA 90073
("WLA Campus"), depicted in Exhibit A

5. PERIOD COVERED
FROM (Month, day, year) 10/21/2020 TO (Month, day, year) 06/30/2021

6. CONSIDERATION
No License fee is due and payable. Licensee shall provide Veteran-centric services (dumpster service for trash & refuse pick up and removal for use by homeless Veterans).

7A. DESCRIPTION OF PROPERTY AFFECTED (As shown on Exhibit(s) attached hereto and made a part hereof)
Non-exclusive portion of the WLA Campus comprised of approximately 900 square feet (approximately 30 feet by 30 feet) of site area located adjacent to the north side of Eisenhower Avenue Gate ("Property"); as depicted in Exhibit C: Property Description attached hereto.

7B. EXHIBIT(S) ATTACHED
General Conditions
A: Location Map
B: Site Plan
C: Property Description

8. PURPOSE OF LICENSE
Licensee shall use the Property for Veteran-centric services involving and limited to dumpster service for trash & refuse pick up and removal for use by homeless Veterans. Licensee shall place a minimum of two (2) three cubic yard trash receptacles on the Property and provide all necessary ongoing collection and removal services at least once per week, with increased frequency from time to time as required to ensure adequate trash receptacle capacity at all times.

By the acceptance of this license, the licensee agrees to abide by and be bound by the general and special conditions indicated hereon and attached hereto.

9. SPECIAL CONDITIONS
VA may revoke this License, at any time, for any reason, at no cost to VA, with a thirty (30) day advance written notice to Licensee. Licensee may revoke this License, at any time, for any reason, with a thirty (30) day advance written notice to the VA, with Licensee to pay any costs associated with the revocation of this License.

VETERANS AFFAIRS LICENSOR
DATE OF LICENSOR (Month, day, year) 11/02/2020
SIGNATURE(S) OF LICENSOR (Sign in ink)
Robert W. McKenrick 549533
ADDRESS OF LICENSOR
U.S. Department of Veterans Affairs
Robert McKenrick, Executive Director
Community Engagement and Reintegration Service (CERS) and Master Plan
11301 Wilshire Blvd, Room 6429G
Los Angeles, CA 90073

LICENSEE
DATE ACCEPTED (Month, day, year) 10/29/2020
TYPE NAME OF SIGNATORY
Rossana D. Antonio (Signature on following page)
ADDRESS OF LICENSEE
5530 W. 83rd Street
Los Angeles, CA 90045

If licensee is a corporation, the following Certificate of Licensee must be executed:

CERTIFICATE OF CORPORATE LICENSEE
I, _______________, certify that I am the Secretary of the corporation named as licensee herein; that________________________, who signed said license on behalf of the licensee was then ___________________________ of said corporation; that said license was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE)
(SEAL)

(Signature) (Sign in ink)

VA FORM 6211 APR 2018
VA Greater Los Angeles Healthcare System FOIA Request - 0143
Ifik, U.S. Department of Veterans Affairs

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee here named, subject to all of the conditions, special and general, hereinafter enumerated.

1. LICENSE NO. VA691-20-RL-6001

2. NAME OF LICENSEE
   County of Los Angeles

3a. MAILING ADDRESS OF LICENSEE (No., Street, City, State, and Zip Code)
   5530 W. 83rd Street
   Los Angeles, CA 90045
   Attn: Julian Garcia (b) (6)@pw.lacounty.gov

3b. PHYSICAL ADDRESS OF LICENSEE (No., Street, City, State, and Zip Code)
   5530 W. 83rd Street
   Los Angeles, CA 90045

4. NAME AND ADDRESS OF INSTALLATION
   U.S. Department of Veterans Affairs
   VA Greater Los Angeles Healthcare System ("VAGLAHS")
   VA West Los Angeles Campus
   11301 Wilshire Boulevard
   Los Angeles, CA 90073
   ("WLA Campus"), depicted in Exhibit A

5. PERIOD COVERED
   FROM (Month, day, year) 10/21/2020
   TO (Month, day, year) 06/30/2021

6. CONSIDERATION
   No license fee is due and payable. Licensee shall provide Veteran-centric services (dumpster service for trash & refuse pick up and removal for use by homeless Veterans).

7A. DESCRIPTION OF PROPERTY AFFECTED (As shown on Exhibit(s) attached hereto and made part hereof)
   Non-exclusive portion of the WLA Campus comprised of approximately 900 square feet (approximately 30 feet by 30 feet) of site area located adjacent to the north side of Eisenhower Avenue Gate ("Property"), as depicted in Exhibit C: Property Description attached hereto.

7B. EXHIBIT(S) ATTACHED
   A: Location Map
   B: Site Plan
   C: Property Description

8. PURPOSE OF LICENSE
   Licensee shall use the Property for Veteran-centric services involving and limited to dumpster service for trash & refuse pick up and removal for use by homeless Veterans. Licensee shall place a minimum of two (2) three cubic yard trash receptacles on the Property and provide all necessary ongoing collection and removal services at least once per week, with increased frequency from time to time as required to ensure adequate trash receptacle capacity at all times.

By the acceptance of this license, the licensee agrees to abide by and be bound by the general and special conditions indicated hereon and attached heretofore.

9. SPECIAL CONDITIONS
   VA may revoke this License, at any time, for any reason, at no cost to VA, with a thirty (30) day advance written notice to Licensee. Licensee may revoke this License, at any time, for any reason, with a thirty (30) day advance written notice to VA, with Licensee to pay any costs associated with the revocation of this License.

VETERANS AFFAIRS LICENSOR

DATE OF LICENSE (Month, day, year)

ADDRESS OF LICENSOR
   U.S. Department of Veterans Affairs
   Robert McKenrick, Executive Director
   Community Engagement and Reintegration Service (CERS) and Master Plan
   11301 Wilshire Blvd, Room 6429G
   Los Angeles, CA 90073

DATE ACCEPTED (Month, day, year)

CERTIFICATE OF CORPORATE LICENSEE

If licensee is a corporation, the following Certificate of Licensee must be executed:

1. ______________________, certify that I am the ______________________
   Secretary of the corporation named as licensee herein; that ______________________
   who signed said license on behalf of the licensee was then ______________________
   of said corporation; that said license was duly signed for and in behalf of said corporation by authority of its governing body, and ______________________
   is within the scope of its corporate powers.

   (CORPORATE)
   (SEAL)

   (Signature) (Sign in ink)

TELEPHONE NO. OF LICENSEE (Including Area Code)

Page 1 of 4

VA Greater Los Angeles Healthcare System FOIA Request - 0144
GENERAL CONDITIONS  
VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. Compliance. Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, must be accomplished in a manner satisfactory to the Department of Veterans Affairs (VA).

2. Structures. The licensee shall not place or construct upon, over, or under the property any installation or structure of any kind or character, except such as are specifically authorized herein.

3. Laws and Ordinances. Notwithstanding anything to the contrary, this license and any underlying privilege granted to the licensee, shall at all times be subject to applicable Federal, State, and local laws, codes, and ordinances.

4. Sanitary Conditions. If this license gives possession of United States property, the licensee must at all times keep the premises in a sanitary condition satisfactory to VA.

5. Damage. Except as may be otherwise provided by the Special Conditions, no United States property shall be destroyed, displaced, or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of VA, and the express agreement of the licensee promptly to replace, return, repair, and restore any such property to a condition satisfactory to VA upon demand. Licensee cannot conduct mining operations nor remove any mineral substances from the premises of the Government which are herein licensed to be used.

6. Indemnification. The licensee must indemnify and save harmless the United States, its agents and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of licensee, including failure to comply with the obligations of said license.

7. Storage. Any United States property which must be removed to permit exercise of the privilege granted by this license must be stored, relocated, or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by VA.

8. Operation. The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.

9. Notice. Any property of the licensee installed or located on the property affected by this license must be removed within 30 days of written notice from VA.

10. Guarantee Deposit. Any deposit, which may be required to guarantee compliance with the terms and conditions of this license, must be in the form of a certified check, cashier's check, or postal money order in the amount designated payable to VA.

11. Bond. Any bond required by this license must be in the amount designated, and executed in manner and form and with sureties satisfactory to VA.

12. Expense. Any cost, expense, or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this license shall be assumed and discharged by the licensee.

13. Attempted Variations. There can be no variation or departure from the terms of this license without prior written consent of VA.

14. Nondiscrimination. Any activity, program, or use made of the property by the licensee must be in compliance with the provisions of Federal Acquisition Regulation Part 52.222-26, Equal Opportunity.

15. Assignment, Revocation, and Abandonment. This license is unassignable and is revocable by either party within the time indicated under special conditions. Upon revocation of this license or abandonment by the licensee, at the election of the Government, the licensee must restore the property to substantially the same conditions as those existing at the time of entry.
EXHIBIT “A”
LOCATION MAP
VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

WLA Campus is outlined in red-hashed line. The Property is located within the blue solid line.
The Property is located within the blue solid line.
The Property is outlined with a red dashed line, bordered by sidewalks and a section of the WLA Campus perimeter wall.
RESTATED AND AMENDED PROPERTY ACCESS AGREEMENT  
FROM THE U.S. DEPARTMENT OF VETERANS AFFAIRS, TO  
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY,  
AT THE WEST LOS ANGELES CAMPUS,  
IN LOS ANGELES CALIFORNIA

THIS RESTATED AND AMENDED PROPERTY ACCESS AGREEMENT ("Agreement") is made and entered into this 26th day of October, 2018 (the "Effective Date"), by and between UNITED STATES OF AMERICA, and its assigns, with an address of 810 Vermont Ave., Washington, DC 20420 ("Government") and The Los Angeles County Metropolitan Transportation Authority, with an address of One Gateway Plaza, Los Angeles, CA 90012-2952 ("Metro").

A. WHEREAS, Government is the owner of certain real estate, consisting of approximately 388 acres of land, [with improvements located thereon], situated in Los Angeles, CA, (hereinafter the "Property"). The Property is known as the Department of Veterans Affairs Greater Los Angeles Medical Center located at 11301 Wilshire Boulevard Los Angeles, CA 90073 attached hereto as Exhibit A, attached hereto and incorporated herewith.

B. WHEREAS, Metro has requested permission from Government to enter the Property to perform surveys as may be reasonably necessary to complete the due diligence investigations of the Property ("Due Diligence Activities"). The Due Diligence Activities shall be in preparation for the construction and expansion of the Purple Line Extension Project and are limited to the scope attached hereto as Exhibit B-1, attached hereto and incorporated herewith. The area of the Property in which Metro will conduct its Due Diligence Activities will be referred to as the "Site," which is depicted in Exhibit B-2, attached hereto and incorporated herewith.

C. WHEREAS, Government and Metro have previously entered into an expired a Property Access Agreement from the Government dated October 1, 2017, which has expired on its own terms.

D. WHEREAS, Government is willing to grant Metro permission to enter the Site for the purpose of performing the Due Diligence Activities.

NOW, THEREFORE, in consideration of the foregoing, certain valuable non-moneymoney consideration, and of agreements hereafter contained, Government hereby grants to Metro a non-exclusive, revocable license to enter the Site subject to terms and conditions set forth herein.

1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. Term. The term of this Agreement shall commence on the Effective Date and shall expire on September 30, 2019 (the "Term") unless earlier terminated by Government
and/or Metro as provided herein.

3. **Purpose of Entry.** Metro, by its duly authorized officers, employees, agents and duly authorized employees of its contractors and subcontractors (collectively, "Metro Employees"), may enter the Site during the Term of this Agreement solely for the purpose of performing the Due Diligence Activities. Such entries shall at all times be subject to VA security and parking guidelines and regulations.

4. **Metro’s Responsibilities.** Metro shall be responsible for all costs associated with the Due Diligence Activities. All tools, equipment, buildings, improvements, and other property taken upon or placed upon the Property by Metro shall remain the property of Metro and must be removed by Metro prior to the expiration of this Agreement.

5. **Compliance with Law.** Metro shall perform the Due Diligence Activities in compliance with all applicable Federal, State, and local laws, ordinances, and regulations. Metro shall obtain all permits, licenses, certificates, and approvals required to perform the Due Diligence Activities.

6. **Notice to Government.** At least five (5) business days prior to commencing the Due Diligence Activities, Metro or its contractor(s), as applicable, shall provide Government with written notice of the commencement of the Due Diligence Activities, which shall include a brief description and an estimated schedule for completion.

7. **Reports.** Within thirty (30) days of the completion, Metro shall provide Government each and any study, survey, due diligence report, or other writing Metro completes concerning the Due Diligence Activities (hereinafter "Reports"). Metro, Metro’s contractors, and any and all subcontractors (hereinafter "Contractors") shall not release any Reports without Government’s prior written permission.

8. **Security of Site.** The Due Diligence Activities shall include reasonable security measures of Metro (along with any additional measures VA chooses to implement at its discretion), to minimize the risk of property damage or bodily injury at or in the vicinity of the Property as the result of the Due Diligence Activities.

9. **Conduct of Due Diligence Activities.** With respect to the Due Diligence Activities, the following additional conditions shall apply:

   a. Metro’s Due Diligence Activities shall not interrupt the provision of healthcare and services to Veterans on the Property.

   b. This Agreement is executed with the understanding that, Metro shall provide flagmen or other appropriate traffic safety personnel to direct traffic during periods of traffic disruption. All work shall be coordinated with Government and be conducted in a manner consistent with VA’s ongoing mission and operations on the campus, and to avoid unnecessary disruption to patient parking and vehicular ingress and egress. VA shall have discretion to require Metro to adjust its activities if VA determines that such disruption is occurring.
c. Metro agrees to employ a professional archaeologist to be on site at the time of the soil disturbance operations to monitor the soil for potential archaeological resources or human remains. In the event archaeological resources or human remains are discovered during the Due Diligence Activities, Metro shall immediately notify VA telephonically and in writing, and cease underlying Due Diligence Activities, to ensure any future actions occur in a manner that complies with applicable law and regulations.

10. Condition of Property. Metro shall repair any damage to the Property caused by performing the Due Diligence Activities and shall leave (and restore, if applicable) the Property in substantially the same condition as existed when Metro entered the Property. Metro agrees to keep the Property free and clear from all liens, security interests, and other encumbrances arising by, through, as a result of, or in connection with the use or occupancy of the Property by Metro or Contractors. If any such lien, security interest, or other encumbrance arises, Metro will take such action as is necessary to discharge the same within thirty (30) days following Metro's notice thereof. If Metro does not comply with the requirements of this Paragraph, then Government may, but is not obligated to, take measures to contest and/or discharge the lien, security interest, or encumbrance itself and recover from Metro all of Government's costs and expenses related thereto, which amount Metro agrees to pay immediately following written notice from Government of such amount.

11. Insurance. Metro, Metro's contractors, and any and all subcontractors (hereinafter "Contractors") shall obtain at their own cost and expense, and keep in full force and effect, during the terms of their respective entries upon the Site the following insurance:

a. With respect to the Due Diligence Activities set forth in Exhibit B-1, a comprehensive general liability insurance policy in an amount not less than One Million Dollars ($1,000,000.00) combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting Government against any and all claims for bodily injury, death or property damage arising directly or indirectly from Metro's use of the Property, and

b. With respect to the Due Diligence Activities, a comprehensive general liability insurance policy in an amount not less than Two Million Dollars ($2,000,000.00) combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting Government against any and all claims for bodily injury, death or property damage arising directly or indirectly from Metro's use of the Property. Such coverage shall include coverage for explosion, collapse and underground events, commonly referred to as XCU coverage. In addition to the foregoing coverage, Metro and Contractors shall keep in full force and effect professional liability and pollution liability insurance in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence. As applicable, such policy or policies shall name Government as an additional insured.
The policy or policies required hereunder shall be issued by insurance companies qualified to do business in the State of California and such policy or policies shall provide at least twenty (20) days' written notice to Government before cancellation or material modification. Metro and Contactors shall deliver to Government certificates of such insurance evidencing the coverage in force as of the Effective Date of this Agreement, as well as any replacement certificates issued during the Term of this Agreement. Notwithstanding anything in these requirements, LACMTA may self-insure with respect to all or any portion of the insurance requirements in this Section 10 and a letter of self-insurance provided in support of its obligation.

12. **Indemnification.** Metro and its duly authorized officers, employees and agents agree to assume any and all liability and risks arising out of, incident to, or in any way connected with the exercise of Metro's rights under this Agreement. Without limiting the generality of the foregoing, and as partial consideration for the rights herein granted, Metro agrees to defend, indemnify, and hold harmless Government and its directors, officers, employees, agents, servants, consultants, contractors, affiliated entities, permittees, successors and assigns, from and against any and all claims, losses, causes of action, demands, liabilities (whether based upon common law, strict liability, negligence, contract, statute, or otherwise), damages, Injuries, deaths, penalties, fines, costs, corrective action, natural resource damage and damages and expenses of any other nature whatsoever caused by, arising from, related to, happening in connection with, or as a result of, in whole or in part, any violation or breach of any term or condition of this Agreement by Metro or Contactors or from the use or occupancy of the Property by Metro or Contactors.

13. **Termination.** This Agreement may be terminated by Government or Metro by providing written notice to the other party. Upon any such termination, Metro and its contractors shall have access to the Site for ten (10) business days, plus any additional time that VA expressly agrees to in its discretion in writing, solely to remove its equipment and/or complete any necessary restoration as set forth in Paragraph 9 of this Agreement. Notwithstanding anything in this Agreement to the contrary, Government shall have the right, at any time, to terminate this Agreement and to demand that Metro immediately cease and quit the Property if, in Government's judgment, Metro and/or its Contactors are in breach of any term or condition of this Agreement, in which event Metro shall not have any continued access to the Site for any purpose. Acceptance of any rent or other consideration for this Agreement in advance by Government shall not act as a waiver of Government's right to terminate this Agreement or of any other right Government may have under this Agreement.

14. **Notices.** Any notice permitted or required to be given under this Agreement shall be in writing and shall be deemed to be duly given when delivered certified mail, return receipt requested, to the party entitled to such notice at their address set forth hereinabove, with a copy to:

For Government:  Meghan Flanz  
U.S. Department of Veterans Affairs

Page 4 of 12
15. Third Parties. The access rights granted to Metro under this Agreement shall not be transferred or assigned. Nothing in this Agreement, whether express or implied, is intended to relieve or discharge the obligation or liability of any third persons to either party to this Agreement, nor will any provision give any third persons any right of subrogation or action over or against either party to this Agreement. This Agreement shall bind and inure to the benefit of the successors and permitted assigns of the parties hereto.
16. Applicable Law; Entire Agreement. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the United States of America. The terms and conditions of this Agreement, together with the terms and provisions of all documents referred to herein, constitute the full and entire Agreement between the parties affecting the rights and obligations contained herein. No other agreement or understanding concerning the same has been entered into or will be recognized. Neither party has made inducements nor representations to the other except as expressly stated in this Agreement. No amendments or modifications of this Agreement shall have any force or effect without the written consent of both parties.

Notwithstanding anything contrary in this Agreement, any provision that purports to assign liability to Government shall be subject to and governed by Federal law, including but not limited to, the Contract Disputes Act of 1978 (41 U.S.C. § 7101-7109); the Anti-Deficiency Act (31 U.S.C. §§ 1341 and 1501); and the Federal Tort Claims Act (28 U.S.C. §§ 1346(b)(1), 2671-2680.).

17. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for the purposes of this Agreement.

18. Severability. If any provision in this Agreement is declared invalid or unenforceable under applicable law, that provision shall not be enforced, but the remainder of the Agreement shall continue in full force and effect.

19. Nonwaiver. The failure of Government to insist upon or enforce, in any instance, strict performance by Metro of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment of Government's right to assert or rely upon such terms or rights on any future occasion.

20. Assignment. The non-exclusive, revocable license granted in this Agreement is personal to Metro and may not be assigned or otherwise transferred, in whole or in part, without the prior written consent of Government, which consent may be withheld in Government's sole discretion.

21. License Not to Be Recorded. Neither party shall record this Agreement or a memorandum thereof without the prior written consent of the other party.

22. Sovereign Immunity. No terms of this Agreement waive the Government's rights under Sovereign Immunity.

[Signature Page to follow]
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

METRO:
Los Angeles County Metropolitan Transportation Authority

By: (b) (6)
Name: Velma C. Marshall
Date: 10/24/18

GOVERNMENT:
UNITED STATES OF AMERICA and its assigns (b) (6)

By: Caitlin Cunningham
Acting Director, Office of Real Property
Date: October 26, 2018
Exhibit A

Description of Property

PARCEL B: 4365-008-904

A PARCEL OF LAND SITUATE IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING THAT CERTAIN PARCEL OF LAND MARKED "SOLDIERS HOME 300 ACRES", AS SHOWN ON MAP OF THAT PORTION OF THE RANCHO SAN VICENTEY SANTA MONICA, KNOWN AS THE VILLA FARMS, RECORDED IN BOOK 70, PAGE 54, ET SEQ., MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID LAND ALSO DESCRIBED IN DEED RECORDED IN BOOK 1122, PAGE 263 OF OFFICIAL RECORDS.

EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF WILSHIRE BOULEVARD, 100 FEET WIDE, AS DESCRIBED IN A DEED RECORDED IN BOOK 7317 PAGE 371 OF OFFICIAL RECORDS, WITH THE NORTH EASTERLY LINE OF FEDERAL AVENUE, 40 FEET WIDE, AS SHOWN ON COUNTY SURVEYOR'S FILED MAP NO. 10261 ON FILE IN THE OFFICE OF THE COUNTY SURVEYORS OF SAID COUNTY; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 35°24'41" EAST 50.56 FEET TO THE SOUTHEASTERLY LINE OF SAID WILSHIRE BOULEVARD; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 46°02'10" EAST 78.88 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE NORTH 46°02'10" EAST 44.33 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°26'25", AN ARC DISTANCE 326.73 FEET; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE NORTH 08°35'45" EAST 128.57 FEET; TO THE BEGINNING OF A TANGENT 950.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3°39'49" AN ARC LENGTH OF 60.75 FEET; THENCE SOUTH 35°24'39" EAST 657.18 FEET; THENCE SOUTH 54°34'21" WEST 500.00 FEET TO THE NORTHEAST RIGHT OF WAY LINE OF FEDERAL AVENUE; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 35°24'14" WEST 68.73 FEET; THENCE NORTH 24°39'09" WEST 203.58 FEET; THENCE NORTH 35°24'41" WEST 100.00 FEET TO THE TRUE POINT OF BEGINNING AND AS SHOWN AS U.S. AIR FORCE AREA ON SHEET (3) OF RECORD OF SURVEY AS RECORDED IN BOOK 180 PAGES 59 TO 63 INCLUSIVE, OF RECORDS OF SURVEYS (COURSES CITED HEREON ARE IN TERMS OF SAID RECORD OF SURVEY), AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF WILSHIRE BOULEVARD, 100 FEET WIDE, AS DESCRIBED IN A DEED RECORDED IN BOOK 7317 PAGE 371 OF OFFICIAL RECORDS, WITH THE NORTHEASTERLY LINE OF FEDERAL AVENUE, 40 FEET WIDE, AS SHOWN ON COUNTY SURVEYOR'S FILED MAP NO. 10261 ON FILE IN THE OFFICE OF THE COUNTY SURVEYORS OF SAID COUNTY; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 35°24'41" EAST 50.56 FEET TO THE SOUTHEASTERLY LINE OF SAID WILSHIRE BOULEVARD; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 46°02'10" EAST 78.88
FEET; THENCE SOUTH 35°24'41" EAST 100.00 FEET; THENCE SOUTH 24°39'09" EAST 203.58 FEET TO A LINE PARALLEL WITH SAID AND DISTANT NORTHEASTERLY 40 FEET FROM THE CENTERLINE OF FEDERAL AVENUE, MEASURED AT RIGHT ANGLES; THENCE ALONG SAID PARALLEL LINE SOUTH 35°24'41" EAST 68.73 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 54°35'21" EAST 400 FEET; THENCE SOUTH 35°24'39" WEST 545.00 FEET; THENCE SOUTH 54°35'21" WEST 400.00 FEET TO THE NORTHEAST RIGHT OF WAY LINE OF FEDERAL AVENUE; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 35°24'41" WEST 545.00 FEET TO THE TRUE POINT OF BEGINNING AND AS SHOWN AS U.S. ARMY AREA ON SHEET (4) OF RECORD OF SURVEY AS RECORDED IN BOOK 180 PAGES 59 TO 63 INCLUSIVE, OF RECORDS OF SURVEYS (COURSES CITED HEREON ARE IN TERMS OF SAID RECORD OF SURVEY), AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF WILSHIRE BOULEVARD, 100 FEET WIDE, AS DESCRIBED IN A DEED RECORDED IN BOOK 7317 PAGE 371 OF OFFICIAL RECORDS, WITH THE NORTHEASTERLY LINE OF FEDERAL AVENUE, 40 FEET WIDE, AS SHOWN ON COUNTY SURVEYOR'S FILED MAP NO. 10261 ON FILE IN THE OFFICE OF THE COUNTY SURVEYORS OF SAID COUNTY; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 35°24'41" EAST 50.56 FEET TO THE SOUTHEASTERLY LINE OF SAID WILSHIRE BOULEVARD; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 46°02'10" EAST 78.88 FEET; THENCE SOUTH 35°24'39" EAST 100.00 FEET; THENCE SOUTH 24°39'09" EAST 203.58 FEET TO A LINE PARALLEL WITH AND DISTANT NORTHEASTERLY 40 FEET FROM THE CENTERLINE OF FEDERAL AVENUE, MEASURED AT RIGHT ANGLES; THENCE ALONG SAID PARALLEL LINE SOUTH 35°24'41" EAST 613.73 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 54°35'21" EAST 400 FEET; THENCE SOUTH 35°24'39" EAST 421.80 FEET TO THE SOUTHERLY BOUNDARY LINE OF SAID "SOLDIERS HOME" AS SAID SOUTHERLY BOUNDARY WAS ESTABLISHED BY THE DEED TO SANTA MONICA LAND & WATER COMPANY RECORDED ON MAY 24, 1900 AS INSTRUMENT NO. 41 IN BOOK 1369 PAGE 104 OF DEEDS; THENCE ALONG SAID BOUNDARY LINE SOUTH 54°34'52" WEST 400.00 FEET TO THE NORTHEAST RIGHT OF WAY LINE OF FEDERAL AVENUE; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 35°24'41" WEST 421.86 FEET TO THE TRUE POINT OF BEGINNING, AND AS SHOWN AS CALIFORNIA NATIONAL GUARD AREA ON PAGE (4) OF RECORD OF SURVEY AS RECORDED IN BOOK 180 PAGES 59 TO 63 INCLUSIVE, OF RECORDS OF SURVEYS (COURSES CITED HEREON ARE IN TERMS OF SAID RECORD OF SURVEY), AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND AS SAID LAND IS DESCRIBED IN QUITCLAIM DEED RECORDED JANUARY 30, 1961, AS INSTRUMENT NO. 1381 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT PORTION SAID LAND LYING WITH CASTLE GARDEN TRACT, AS PER MAP RECORD IN BOOK 6, PAGE 192 OF MAPS.

ALSO EXCEPT ANY PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF THE LAND CONVEYED BY DEED RECORDED MAY 21, 1907, AS INSTRUMENT NO. 99 IN BOOK 3030, PAGE 294 OF DEEDS.

ALSO EXCEPT PORTION OF SAID LAND INDICATED AS UNITS VI, VII, VIII, AND IX, IN DEED OF EASEMENT, RECORDED JUNE 08, 1955 IN BOOK 48006, PAGE 269 OF OFFICIAL RECORDS OF SAID COUNTY.

Page 9 of 12
ALSO EXCEPT PORTION OF SAID LAND DESCRIBED IN DEED RECORDED MAY 31, 1957 IN BOOK 54658, PAGE 262 OF OFFICIAL RECORDS

ALSO EXCEPT PORTION OF SAID LAND DESCRIBED AS PARCEL 1 IN EXHIBIT A IN QUIT CLAIM DEED RECORDED JULY 07, 2010 AS DOCUMENT NUMBER 20100925079 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT PORTION OF SAID LAND DESCRIBED AS PARCEL 1 IN EXHIBIT A IN QUITCLAIM DEED RECORDED JULY 07, 2010 AS DOCUMENT NUMBER 20100925067 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE STATE OF CALIFORNIA IN DEED RECORDED JULY 27, 2004, AS INSTRUMENT NO. 04-1921091, OF OFFCIAL RECORDS.
EXHIBIT B-1

DUE DILIGENCE ACTIVITIES

1. Environmental Due Diligence Activities

   a. Metro subcontractor shall perform a field survey of surface expressions such as edge of pavement, top of curb, back of sidewalk, building faces, driveways, curb ramps, channels, concrete pads, utilities (manholes, water valves, handholes, vaults, poles, pullboxes, cabinets, etc), flagpoles, abutments and retaining walls, gates, fences and railings, barriers, sprinklers/irrigation systems and planting areas. The survey shall include level and material details of utilities – water, gas, sanitary sewer, steam and storm drain - up to the nearest connecting shut-off valve. Additionally, record location and circumference at 4 ft above grade level for all trees.

Subject to the terms of the Property Access Agreement between the Government and Metro for due diligence activities, any of the Services noted above may be performed on Metro’s behalf by Metro’s Contractor(s) or their Subcontractors.
RESTATED AND AMENDED PROPERTY ACCESS AGREEMENT
FROM THE U.S. DEPARTMENT OF VETERANS AFFAIRS, TO
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY,
AT THE WEST LOS ANGELES CAMPUS, IN LOS ANGELES CALIFORNIA

THIS RESTATED AND AMENDED PROPERTY ACCESS AGREEMENT
("Agreement") is made and entered into this day of January, 2020 (the "Effective
Date"), by and between UNITED STATES OF AMERICA, and its assigns, with an
address of 810 Vermont Ave., Washington, DC 20420 ("Government" or "VA") and The
Los Angeles County Metropolitan Transportation Authority, with an address of One
Gateway Plaza, Los Angeles, CA 90012-2952 ("Metro" or "LACMTA").

A. WHEREAS, Government is the owner of certain real estate, consisting of
approximately 388 acres of land, with improvements located thereon, situated in Los
Angeles, CA (hereinafter the "Property" or the "WLA Campus"), and known as the
Department of Veterans Affairs Greater Los Angeles Medical Center located at 11301
Wilshire Boulevard Los Angeles, CA 90073, described in Exhibit A, attached hereto,
and incorporated herewith.

B. WHEREAS, Metro has requested permission from Government for Metro to enter
the Property to perform due diligence investigations and implement preliminary
construction activities (" Preliminary Construction Activities") within an area of the
Property referred to in this Agreement as the "Site", which is depicted in Exhibit B-2,
attached hereto and incorporate herewith. The Preliminary Construction Activities shall
be for the Purple Line Extension Project ("Project") and are limited to the scope of work
contained in Exhibit B-1, attached hereto and incorporated herewith, and in the physical
locations depicted in Exhibit B-2.

C. WHEREAS, the Property, and any actions taken by VA relating to the Property,
are subject to federal law, including but not limited to the West Los Angeles Leasing Act
of 2016 (Public Law 114-226, as amended by Public Law 115-251, the Department of
Veterans Affairs Expiring Authorities Act of 2018) (collectively, the "West LA Leasing
Act"), and will be taken in accordance with VA’s WLA Campus Draft Master Plan dated
January 28, 2016 ("Draft Master Plan") or successor Master Plan.

D. WHEREAS, Metro has completed an Environmental Impact Statement and
Environmental Impact Report ("EIS/EIR") to analyze the impacts of the Project pursuant
to the National Environmental Policy Act ("NEPA") (42 U.S.C. § 4321, et seq.) and
issued a Record of Decision on August 9, 2012.

E. WHEREAS, the Federal Transit Administration ("FTA") and Metro have
evaluated Project refinements and changed conditions against the 2012 EIS/EIR
pursuant to 23 C.F.R. § 771.130(c) ("130(c)").

F. WHEREAS, VA evaluated and adopted the EIS/EIR and 130(c) pursuant to the
NEPA and issued a Record of Decision on December 19, 2019.
G. WHEREAS, FTA executed a Memorandum of Agreement ("MOA") on March 7, 2012, with Metro and the California State Historic Preservation Office ("SHPO") pursuant to Section 106 of the National Historic Preservation Act ("NHPA") (54 U.S.C. §§ 300101, et seq. and 36 C.F.R. §§ 800, et seq.), and revised the MOA to include VA, United States General Services Administration, and the Advisory Council on Historic Preservation as signatories ("MOA Amendment") which was executed on November 25, 2019.

H. WHEREAS, Government and Metro have previously entered into a Property Access Agreement dated October 1, 2017, which has expired on its own terms.

I. WHEREAS, Government and Metro have previously entered into a Restated and Amended Property Access Agreement dated October 26, 2018, which has expired on its own terms.

J. WHEREAS, Government and Metro have previously entered into a Restated and Amended Property Access Agreement for Due Diligence Activities within the Property dated November 27, 2019, which has an expiration date of January 31, 2020.

K. WHEREAS, Government is willing to grant Metro permission to enter the Site for the purpose of performing the Preliminary Construction Activities.

NOW, THEREFORE, in consideration of the foregoing, certain valuable non-monetary consideration, and of agreements hereafter contained, Government hereby grants to Metro a non-exclusive, revocable license to enter the Site subject to terms and conditions set forth herein.

1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. Term. The term of this Agreement shall commence on the Effective Date and shall expire on June 30, 2020 (the "Term") unless earlier terminated by Government and/or Metro as provided herein.

3. Purpose of Entry. Metro, by its duly authorized officers, employees, agents and duly authorized employees of its contractors and subcontractors (collectively, "Metro Employees"), may enter the Site during the Term of this Agreement solely for the purpose of performing the Preliminary Construction Activities. Such entries shall at all times be subject to VA security and parking guidelines and regulations.

4. Metro’s Responsibilities. Metro shall be responsible for all costs associated with the Preliminary Construction Activities. All tools, equipment, buildings, improvements, and other property taken upon or placed upon the Property by Metro shall remain the property of Metro and must be removed by Metro prior to the expiration of this Agreement.

5. Compliance with Law. Metro shall perform the Preliminary Construction Activities in compliance with all applicable Federal, State, and local laws, ordinances, and
regulations. Metro shall obtain all permits, licenses, certificates, and approvals required to perform the Preliminary Construction Activities.

6. Notice to Government. At least five (5) business days prior to commencing the Preliminary Construction Activities, Metro, or its contractor(s), as applicable, shall provide Government with written notice of the commencement of the Preliminary Construction Activities, which shall include a brief description and an estimated schedule for completion.

7. Reports. Within thirty (30) business days of the completion, Metro shall provide Government each and any study, survey, due diligence report, or other writing Metro completes concerning the Preliminary Construction Activities (hereinafter "Reports"). Metro, Metro’s contractors, and any and all subcontractors (hereinafter “Contractors”) shall not release any Reports without Government’s prior written permission.

8. Security of Site. The Preliminary Construction Activities shall include reasonable security measures of Metro (along with any additional measures VA chooses to implement at its discretion), to minimize the risk of property damage or bodily injury at or in the vicinity of the Property as the result of the Preliminary Construction Activities.

9. Conduct of Preliminary Construction Activities. With respect to the Preliminary Construction Activities, the following additional conditions shall apply:

   a. Metro’s Preliminary Construction Activities shall not interrupt the provision of healthcare and services to Veterans on the Property.

   b. This Agreement is executed with the understanding that Metro shall provide flagmen or other appropriate traffic safety personnel to direct traffic during periods of traffic disruption. All work shall be coordinated with Government and be conducted in a manner consistent with VA’s ongoing mission and operations on the WLA Campus, and to avoid unnecessary disruption to patient parking and vehicular ingress and egress. VA shall have discretion to require Metro to adjust its activities if VA determines that such disruption is occurring.

   c. Metro shall ensure compliance with the MOA Amendment, including but not limited to, requirements related to geotechnical investigations, landscape protection, site monitoring, unanticipated effects and implementation of the Historic Resources Monitoring and Discovery Plan (“HRMDP”).

   d. Metro shall be responsible for and will obtain at its sole cost and expense, all applicable Federal, State, and local planning approvals, and other licenses and permits which are necessary for the Preliminary Construction Activities.

   e. Metro agrees to use its best efforts to ensure and take all actions as necessary to ensure that its use of the Property will not adversely affect the Government’s quiet use and enjoyment of the Property and the surrounding property of the Government. Metro shall replace, repair, restore, or relocate
any property of the Government affected or damaged directly or indirectly by the Preliminary Construction Activities all to the satisfaction of the Government official having immediate jurisdiction over the Property.

f. No mining operations shall be conducted on the Property. No minerals shall be removed therefrom, except such as are reasonably necessary for the Preliminary Construction Activities.

g. Upon termination of this Agreement or forfeiture of the Property, Metro shall within a reasonable time thereafter, if so requested by the Government, remove from the land all structures, installations, and appurtenances thereto belonging to Metro and restore the Property to the satisfaction of the Government.

h. No advertisements, commercial, political, or otherwise, will be placed on, or allowed on the Property. No signage shall be installed or constructed on or over the Property without the prior written approval of VA, and such approval shall not be unreasonably withheld, conditioned, or delayed; provided that, VA shall be permitted to withhold its approval if such signage would improperly suggest to the public that the Property is under the ownership or perpetual jurisdiction and control of Metro or another third-party entity.

i. Metro's employees, visitors, agents, contractors, and subcontractors shall park their vehicles only in designated parking areas within the Site and are prohibited from parking on any portion of the WLA Campus that is located outside the boundaries of the Site. Any parking by Metro's employees, visitors, agents, contractors, and subcontractors on the WLA Campus outside the boundaries of the Site is prohibited under Federal law and will be strictly enforced. Metro shall provide clear notice to Metro's employees, visitors, agents, contractors, and subcontractors by posting prominent signs and implementing appropriate measures to ensure such compliance.

j. Metro shall maintain the Property in a clean, orderly, and sanitary condition at all times and shall arrange for prompt disposal of any dirt, refuse and debris and shall provide and maintain for public use an ample number of containers for trash and tobacco products.

k. It is understood that this Agreement will be an absolute net cost transaction with no cost to the Government, and that the Government shall not be obligated to pay any charges, or incur any costs or obligations.

10. Utilities Relocations.

a. Subject to VA review and written approval, Metro shall design and construct temporary and permanent utility relocations ("Utilities Relocations") for the utilities impacted by the Preliminary Construction Activities.

b. Metro is solely responsible for all costs and the implementation of
construction activities associated with the temporary and permanent utility relocations, including the removal of unused and/or abandoned utility lines.

c. Improvements shall be designed and constructed based upon VA specifications and consistent with VA design guidelines for the WLA Campus.

d. Metro shall be solely responsible for all costs and the implementation of approvals and construction activities associated with these improvements, subject to VA review and written approval.

e. Upon completion of construction and acceptance by VA, ownership of the improvements will be conveyed to VA.

11. Condition of Property. Subject to VA review and written approval, Metro shall promptly and diligently repair any damage to the Property caused by performing the Preliminary Construction Activities and shall leave (and restore, if applicable) the Property in substantially the same condition as existed when Metro entered the Property. Metro agrees to keep the Property free and clear from all liens, security interests, and other encumbrances arising by, through, as a result of, or in connection with the use or occupancy of the Property by Metro or Contractors. If any such lien, security interest, or other encumbrance arises, Metro will take such action as is necessary to discharge the same within thirty (30) business days following Metro’s notice thereof. If Metro does not comply with the requirements of this Paragraph, then Government may, but is not obligated to, take measures to contest and/or discharge the lien, security interest, or encumbrance itself and recover from Metro all of Government’s costs and expenses related thereto, which amount Metro agrees to pay immediately following written notice from Government of such amount.

12. Insurance. Metro, Metro’s contractors, and any and all subcontractors (hereinafter “Contractors”) shall obtain at their own cost and expense, and keep in full force and effect, during the terms of their respective entries upon the Site the following insurance:

   a. With respect to the Preliminary Construction Activities set forth in Exhibit B-1, a comprehensive general liability insurance policy in an amount not less than One Million Dollars ($1,000,000.00) combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting Government against any and all claims for bodily injury, death or property damage arising directly or indirectly from Metro’s use of the Property, and

   b. With respect to the Preliminary Construction Activities, a comprehensive general liability insurance policy in an amount not less than Two Million Dollars ($2,000,000.00) combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting Government against any and all claims for bodily injury, death or property damage arising directly or indirectly from Metro’s use of the Property. Such coverage shall include coverage for explosion, collapse and underground events, commonly
referred to as XCU coverage. In addition to the foregoing coverage, Metro and Contractors shall keep in full force and effect professional liability and pollution liability insurance in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence. As applicable, such policy or policies shall name Government as an additional insured.

The policy or policies required hereunder shall be issued by insurance companies qualified to do business in the State of California and such policy or policies shall provide at least twenty (20) business days' written notice to Government before cancellation or material modification. Metro and Contactors shall deliver to Government certificates of such insurance, showing the United States of America named as the additional insured, evidencing the coverage in force as of the Effective Date of this Agreement, as well as any replacement certificates issued during the Term of this Agreement. Notwithstanding anything in these requirements, LACMTA may self-insure with respect to all or any portion of the insurance requirements in this Section 12 and a letter of self-insurance provided in support of its obligation. The United States of America shall be named as an additional insured.

13. Environmental

a. NEPA Compliance

i. Metro shall be responsible for implementing all minimization and mitigation measures identified in the EIS/EIR, the 130(c), the Records of Decision, and any subsequent NEPA compliance documents.

ii. Metro shall notify VA of any proposed changes to the Project activities taking place on the WLA Campus, that alter the Project as defined and analyzed in the EIS/EIR, Records of Decision, and 130(c). Metro and VA shall coordinate review of such proposed changes and whether such changes warrant supplemental analysis under the NEPA. Metro, in coordination with the FTA, shall oversee the completion of any supplemental NEPA analysis with the participation of VA.

b. Compliance with Environmental Laws

i. The term “Environmental Law” means any statute, law, act, ordinance, rule, regulation, order, decree, or ruling of any Federal, State, interstate, and/or local governmental, quasi-governmental, legislative, administrative or judicial body, agency, board, commission or other authority relating to the protection of health and/or the environment or otherwise regulating and/or restricting the use, storage, disposal, treatment, handling, release, and/or transportation of hazardous substances, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Solid Waste Disposal Act, the Federal Water Pollution Control Act, the Clean Air Act, the Hazardous Materials Transportation Act, the Toxic

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Substances Control Act, the Emergency Planning and Community Right to know Act, and the environmental control laws of the State of California, each as now or hereafter amended, and all regulations and interpretive guidelines respectively promulgated thereunder.

ii. The term “Hazardous Material” means any substance regulated or as to which liability might arise under any applicable Environmental Law including: (a) any chemical, compound, material, product, byproduct, substance or waste defined as or included in the definition or meaning of “hazardous substance,” “hazardous material,” “hazardous waste,” “solid waste,” “toxic waste,” “extremely hazardous substance,” “toxic substance,” “contaminant,” “pollutant,” or words of similar meaning or import found in any applicable Environmental Law; (b) Hydrocarbons, petroleum products, petroleum substances, natural gas, oil, oil and gas waste, crude oil, and any components, fractions, or derivatives thereof; and (c) radioactive materials, explosives, asbestos or asbestos containing materials, polychlorinated biphenyls, radon, infectious or medical wastes.

iii. Metro shall comply, at its sole cost and expense, with all Environmental Laws that are or may become applicable to the Property or the Metro’s activities on the Property, including but not limited to all applicable federal, state, interstate, and local laws, regulations, and other requirements relating to occupational safety and health, the handling and storage of Hazardous Materials, and the proper generation, handling, accumulation, treatment, storage, disposal, and transportation of hazardous wastes. Metro shall at its own expense maintain in effect any permits, license or other governmental approvals relating to Hazardous Materials, if any, required for the Metro’s use of the Property. Metro shall make all disclosures required of Metro by any such Environmental Laws, and shall comply with all orders, with respect to Metro’s and its employees’, agents’, contractors’ and invitees’ use of the Property, issued by any governmental authority having jurisdiction over the Property and take all action required by such governmental authorities to bring Metro’s and its employees’, agents’, contractors’ and invitees’ activities on the Property into compliance with all Environmental Laws affecting the Property.

c. Environmental Responsibility

i. Metro shall be responsible for all Hazardous Materials that are released, handled, extracted, generated, or caused by the Preliminary Construction Activities on the Property by any person, or entity, other than the Government or its employees, agents, or contractors.

ii. Metro shall be solely responsible for responding to the release of the following categories of Hazardous Materials on or from the Property:
(1) Future and/or newly-identified releases of Hazardous Materials at, or from, the Property that are caused by the act or omission of Metro or any person, or entity, other than the Government or its employees, agents, or contractors; and

iii. Existing Hazardous Materials located on or within the Property that are aggravated, released, or exacerbated due to the acts or omissions of Metro or any person, or entity, other than the Government or its employees, agents, or contractors. Metro shall immediately notify the Government of any release of Hazardous Materials and all response actions taken, including regulatory notifications made by Metro with respect to the Property, so VA may take any action necessary to protect the health and safety of individuals at the WLA Campus.

iv. To the extent any Environmental Law properly imposes liability, loss, expense, damage, or cost upon VA for any matter relating to any Hazardous Material or otherwise of an environmental nature on or affecting the Property due to (1) the United States' status as Federal owner of the Property, (2) acts of VA and/or former owners on or affecting the Property, or (3) acts or omissions of government contractors on or affecting property that occurred while VA had jurisdiction and control of the Property, VA shall indemnify Metro, its directors, partners, officers, trustees, members, employees, agents, successors, and assigns ("Indemnites") for any liability, loss, expense, damage, or cost incurred or suffered by the Indemnites. Metro shall immediately notify VA upon receipt of any notices, claims, or other information that identifies any environmental problems on or related to the Property which may require Metro and/or VA action and/or expenditure of funds. Consistent with the Anti-Deficiency Act (31 U.S.C. §§ 1341, 1342, 1351, and 1517, as amended), the payments of VA with respect to this indemnification shall not exceed appropriations available to VA which can be lawfully expended for such purposes at the time of the claim; and nothing in this Agreement may be construed as implying that Congress will at a later date appropriate funds to meet any deficiencies.

v. To the extent any Environmental Law imposes liability, loss, expense, or damage, or cost upon VA for any matter relating to any Hazardous Material or otherwise of an environmental nature on or affecting the Property due to acts of Metro, its contractors, builders, agents, employees, and/or licensees relating to the Preliminary Construction Activities, including any environmental investigation, studies, and remediation, Metro shall indemnify VA for such liability, loss, expense, damage, or cost incurred or suffered by VA. Metro shall immediately notify VA upon receipt of any notices, claims, or other information that identifies any environmental problems on or related to the Property which may require Metro and/or VA action and/or expenditure of funds.
vi. To the extent that VA is held, by a final decision of the highest court or other adjudicative body of competent jurisdiction to which the matter has been presented, liable for costs and/or damages associated with the improper handling, treatment, disposal, and/or release of one or more Hazardous Materials " on or affecting the Property, VA at its sole and absolute discretion, may seek to initiate good-faith discussions and negotiations with Metro, for Metro on VA's behalf and upon the parties' consummation of a separate written agreement, to undertake and complete any and all required environmental remediation and abatement activities in accordance with Environmental Laws.

vii. Should additional environmental studies under Environmental Laws become necessary due to Metro's activities on the Property, then unless the Parties otherwise agree in writing, the fees, costs, and expenses necessary to perform such studies shall be the sole responsibility of Metro.

d. Presence of Hazardous Materials

i. Metro shall not, without Government's prior written consent, keep on or around the Property, for use, disposal, treatment, generation, storage, or sale, any Hazardous Material except as may be customary in projects similar to the Property and in compliance with all applicable laws. With respect to any such Hazardous Material, Metro shall:

(1) Comply promptly, timely, and completely with all governmental requirements for reporting, keeping, and submitting manifests, and obtaining and keeping current identification numbers with respect to any Hazardous Materials first brought upon the Property from and after the date hereof;

(2) Submit to Government true and correct copies of all reports, manifests, and identification numbers with respect to any Hazardous Materials first brought upon the Property from and after the date hereof at the same time as they are required to be and/or are submitted to the appropriate governmental authorities;

(3) Within sixty (60) days of Government's request, submit written reports to Government regarding Metro's use, storage, treatment, transportation, generation, disposal, or sale of Hazardous Materials first brought upon the Property from and after the date hereof and provide evidence satisfactory to Government of Metro's compliance with the applicable governmental regulations with respect to any Hazardous Materials first brought upon the Property from and after the date hereof;

(4) Allow Government or Government's agent or representative to
come on the Property at all reasonable times with reasonable prior notice to check Metro's compliance with all applicable governmental regulations regarding Hazardous Materials for which Metro is responsible under the terms of this Agreement;

(5) Comply with minimum levels, standards or other performance standards or requirements that may be set forth or established for certain Hazardous Materials (if minimum standards or levels are applicable to Hazardous Materials present on the Property, such levels or standards shall be established by an on-site inspection by the appropriate governmental authorities and shall be set forth in an addendum to this Agreement);

(6) Comply with all applicable governmental rules, regulations, and requirements regarding the proper and lawful use, sale, transportation, generation, treatment, and disposal of Hazardous Materials; and

(7) Government shall have the right upon reasonable prior written notice and at reasonable times to enter upon the Property in order to inspect or monitor same if Government has a reasonable belief that Hazardous Materials are present on the Property in violation of applicable law. If such inspection or monitoring by Government confirms that Hazardous Materials are present and are in violation of applicable law, any and all reasonable costs incurred by Government and associated with Government's inspection of the Property and Government's monitoring of Metro's compliance, including Government's reasonable attorney's fees and costs, shall be additional rent and shall be due and payable to Government immediately upon demand by.

ii. Cleanup Costs, Default, and Indemnification. Metro shall be fully and completely liable to Government for any and all cleanup costs, and any and all other charges, fees, and penalties (civil and criminal) imposed upon Government by any governmental authority with respect to any use(s) of the Property related to the handling, disposal, transportation, generation, and/or sale of Hazardous Materials; provided, that liability and obligation by Metro shall apply only to Hazardous Materials first brought upon the Property from and after the date hereof. Metro shall indemnify, defend, and save Government harmless from any and all of the costs, fees, penalties, and charges assessed against or imposed upon Government (as well as Government's reasonable attorney's fees and costs) as a result of Metro's use, disposal, transportation, generation, and/or sale of Hazardous Materials at the Property. Upon Metro's default under this Paragraph d and the expiration of the applicable notice and cure periods, in addition to the rights and remedies set forth elsewhere in this Agreement, Government shall be entitled to
the following rights and remedies:

(1) At Government's option, to terminate this Agreement immediately; and/or

(2) To recover any and all damages associated with the default, including, but not limited to cleanup costs and charges, civil and criminal penalties and fees, loss of business and sales by tenants of the Property, any and all damages and claims asserted by third parties and Government's reasonable attorney's fees and costs.

14. Indemnification. Metro and its duly authorized officers, employees and agents agree to assume any and all liability and risks arising out of, incident to, or in any way connected with the exercise of Metro's rights under this Agreement. Without limiting the generality of the foregoing, and as partial consideration for the rights herein granted, Metro agrees to defend, indemnify, and hold harmless Government and its directors, officers, employees, agents, servants, consultants, contractors, affiliated entities, permittees, successors and assigns, from and against any and all claims, losses, causes of action, demands, liabilities (whether based upon common law, strict liability, negligence, contract, statute, or otherwise), damages, injuries, deaths, penalties, fines, costs, corrective action, natural resource damage and damages and expenses of any other nature whatsoever caused by, arising from, related to, happening in connection with, or as a result of, in whole or in part, any violation or breach of any term or condition of this Agreement by Metro or Contractors or from the use or occupancy of the Property by Metro or Contractors.

15. Termination. This Agreement may be terminated by Government or Metro by providing written notice to the other party. Upon any such termination, Metro and its contractors shall have access to the Site for ten (10) business days, plus any additional time that VA expressly agrees to in its discretion in writing, solely to remove its equipment and/or complete any necessary restoration as set forth in Paragraph 10 of this Agreement. Notwithstanding anything in this Agreement to the contrary, Government shall have the right, at any time, to terminate this Agreement and to demand that Metro immediately cease and quit the Property if, in Government's judgment, Metro and/or its Contractors are in breach of any term or condition of this Agreement, in which event Metro shall not have any continued access to the Site for any purpose. Acceptance of any rent or other consideration for this Agreement in advance by Government shall not act as a waiver of Government's right to terminate this Agreement or of any other right Government may have under this Agreement.

16. Notices. Any notice permitted or required to be given under this Agreement shall be in writing and shall be deemed to be duly given when delivered certified mail, return receipt requested, to the party entitled to such notice at their address set forth hereinabove, with a copy to:

For Government: Greater Los Angeles Medical Center
U.S. Department of Veterans Affairs
11301 Wilshire Boulevard  
Los Angeles, CA 90073  
Attn: Robert Merchant  
(b) (6) @va.gov

With a copy to:  
Office of Real Property  
U.S. Department of Veterans Affairs  
425 I Street NW  
Washington, DC 20001  
Attn: Matthew Leddy, Esq.  
(b) (6) @va.gov

Office of General Counsel  
U.S. Department of Veterans Affairs  
810 Vermont Ave, NW  
Washington, DC 20420  
Attn: Chief Counsel, Real Property Law Group

For Metro:  
LACMTA Executive Officer  
Purple Line Westside Extension, Section 3  
777 S Figueroa Street, Suite 1100  
Los Angeles, CA 90017  
Attn: Kimberly Ong  
(b) (6)@metro.net

With copy to  
LACMTA Deputy Executive Officer - Real Estate  
1 Gateway Plaza, Mail Stop 99-22-8  
Los Angeles, CA 90012  
Attn: Velma C. Marshall  
(b) (6)@metro.net

17. Third Parties. The access rights granted to Metro under this Agreement shall not be transferred or assigned. Nothing in this Agreement, whether express or implied, is intended to relieve or discharge the obligation or liability of any third persons to either party to this Agreement, nor will any provision give any third persons any right of subrogation or action over or against either party to this Agreement. This Agreement shall bind and inure to the benefit of the successors and permitted assigns of the parties hereto.

18. Applicable Law; Entire Agreement. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the United States of America. The terms and conditions of this Agreement, together with the terms and provisions of all documents referred to herein, constitute the full and entire Agreement between the parties affecting the rights and obligations contained herein. No other agreement or understanding concerning the same has been entered into or will be recognized. Neither party has made inducements nor representations to the other except as expressly stated in this Agreement. No amendments or modifications of this
Agreement shall have any force or effect without the written consent of both parties.

Notwithstanding anything contrary in this Agreement, any provision that purports to assign liability to Government shall be subject to and governed by Federal law, including but not limited to, the Contract Disputes Act of 1978 (41 U.S.C. § 7101-7109); the Anti-Deficiency Act (31 U.S.C. §§ 1341 and 1501); and the Federal Tort Claims Act (28 U.S.C. §§ 1346(b)(1), 2671-2680).

19. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for the purposes of this Agreement.

20. Severability. If any provision in this Agreement is declared invalid or unenforceable under applicable law, that provision shall not be enforced, but the remainder of the Agreement shall continue in full force and effect.

21. Nonwaiver. The failure of Government to insist upon or enforce, in any instance, strict performance by Metro of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment of Government's right to assert or rely upon such terms or rights on any future occasion.

22. Assignment. The non-exclusive, revocable license granted in this Agreement is personal to Metro and may not be assigned or otherwise transferred, in whole or in part, without the prior written consent of Government, which consent may be withheld in Government's sole discretion.

23. License Not to Be Recorded. Neither party shall record this Agreement or a memorandum thereof without the prior written consent of the other party.


25. Smoke-Free Policy. Effective October 1, 2019, smoking is strictly prohibited on the grounds of any VA facility. Per VA Directive 1085 dated March 5, 2019, it is VA policy that all VA health care facilities, including hospitals, community clinics, administrative offices, and Vet Centers, will be smoke-free for patients, visitors, contractors, volunteers, and vendors effective October 1, 2019. There will no longer be designated smoking areas. This Smoke-Free Policy includes all VA property licensed by third-party land users. Smoking is defined by the VA Directive to include cigarettes, cigars, pipes, electronic or e-cigarettes, vape pens, and e-cigars.

26. Media Inquiries. In the event Metro is contacted by the media regarding any activities or services on Department of Veterans Affairs owned property, the Licensee must direct media to the GLA Office of Public Affairs at (310) 268-3340 or VHAGLAPublicAffairs@va.gov. Furthermore, Metro shall not host media representatives on Department of Veterans Affairs owned property without prior
approval from the Government.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

METRO:
Los Angeles County Transportation Authority

By: (b) (6) ___
Name: Veima C. Marshall
Title: Deputy Executive Officer

Date: January 8, 2020

GOVERNMENT:

UNITED STATES OF AMERICA, and its assigns

By: (b) (6) ___
Name: Matthew Leddy
Title: Acting Director Real Property Policies and Programs

Date: January 8, 2020
EXHIBIT A
DESCRIPTION OF PROPERTY

PARCEL B: 4365-008-904

A PARCEL OF LAND SITUATE IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING THAT CERTAIN PARCEL OF LAND MARKED "SOLDIERS HOME 300 ACRES", AS SHOWN ON MAP OF THAT PORTION OF THE RANCHO SAN VICENTEY SANTA MONICA, KNOWN AS THE VILLA FARMS, RECORDED IN BOOK 70, PAGE 54, ET SEQ., MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID LAND ALSO DESCRIBED IN DEED RECORDED IN BOOK 1122, PAGE 263 OF OFFICIAL RECORDS.

EXCEPT THERE FROM THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF WILSHIRE BOULEVARD, 100 FEET WIDE, AS DESCRIBED IN A DEED RECORDED IN BOOK 7317 PAGE 371 OF OFFICIAL RECORDS, WITH THE NORTH EASTERLY LINE OF FEDERAL AVENUE, 40 FEET WIDE, AS SHOWN ON COUNTY SURVEYOR'S FILED MAP NO. 10261 ON FILE IN THE OFFICE OF THE COUNTY SURVEYORS OF SAID COUNTY; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 35°24'41" EAST 50.56 FEET TO THE SOUTHEASTERLY LINE OF SAID WILSHIRE BOULEVARD; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 46°02'10" EAST 78.88 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE NORTH 46°02'10" EAST 44.33 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°26'25", AN ARC DISTANCE 326.73 FEET; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE NORTH 08°35'45" EAST 128.57 FEET; TO THE BEGINNING OF A TANGENT 950.00 FOOT RADIUS CURVE, CONCAVE TOWARDS THE SOUTHEAST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3°39'49" AN ARC LENGTH OF 60.75 FEET; THENCE SOUTH 35°24'39" EAST 657.18 FEET; THENCE SOUTH 54°34'21" WEST 500.00 FEET TO THE NORTHEAST RIGHT OF WAY LINE OF FEDERAL AVENUE; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 35°24'14" WEST 68.73 FEET; THENCE NORTH 24°39'09" WEST 203.58 FEET; THENCE NORTH 35°24'41" WEST 100.00 FEET TO THE TRUE POINT OF BEGINNING AND AS SHOWN AS U.S. AIR FORCE AREA ON SHEET (3) OF RECORD OF SURVEY AS RECORDED IN BOOK 180 PAGES 59 TO 63 INCLUSIVE, OF RECORDS OF SURVEYS (COURSES CITED HEREON ARE INTERMS OF SAID RECORD OF SURVEY), AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF WILSHIRE BOULEVARD, 100 FEET WIDE, AS DESCRIBED IN A DEED RECORDED IN BOOK 7317
PAGE 371 OF OFFICIAL RECORDS, WITH THE NORTHEASTERLY LINE OF FEDERAL AVENUE, 40 FEET WIDE, AS SHOWN ON COUNTY SURVEYOR'S FILED MAP NO. 10261 ON FILE IN THE OFFICE OF THE COUNTY SURVEYORS OF SAID COUNTY; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 35°24'41" EAST 50.56 FEET TO THE SOUTHEASTERLY LINE OF SAID WILSHIRE BOULEVARD; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 46°02'10" EAST 78.88 FEET; THENCE SOUTH 35°24'41" EAST 100.00 FEET; THENCE SOUTH 24°39'09" EAST 203.58 FEET TO A LINE PARALLEL WITH SAID AND DISTANT NORTHEASTERLY 40 FEET FROM THE CENTERLINE OF FEDERAL AVENUE, MEASURED AT RIGHT ANGLES; THENCE ALONG SAID PARALLEL LINE SOUTH 35°24'41" EAST 68.73 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 54°35'21" EAST 400 FEET; THENCE SOUTH 35°24'39" WEST 545.00 FEET; THENCE SOUTH 54°35'21" WEST 400.00 FEET TO THE NORTHEAST RIGHT OF WAY LINE OF FEDERAL AVENUE; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 35°24'41" WEST 545.00 FEET TO THE TRUE POINT OF BEGINNING AND AS SHOWN AS U.S. ARMY AREA ON SHEET (4) OF RECORD OF SURVEY AS RECORDED IN BOOK 180 PAGES 59 TO 63 INCLUSIVE, OF RECORDS OF SURVEYS (COURSES CITED HEREON ARE IN TERMS OF SAID RECORD OF SURVEY), AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED AS Follows:

COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF WILSHIRE BOULEVARD, 100 FEET WIDE, AS DESCRIBED IN A DEED RECORDED IN BOOK 7317 PAGE 371 OF OFFICIAL RECORDS, WITH THE NORTHEASTERLY LINE OF FEDERAL AVENUE, 40 FEET WIDE, AS SHOWN ON COUNTY SURVEYOR'S FILED MAP NO. 10261 ON FILE IN THE OFFICE OF THE COUNTY SURVEYORS OF SAID COUNTY; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 35°24'41" EAST 50.56 FEET TO THE SOUTHEASTERLY LINE OF SAID WILSHIRE BOULEVARD; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 46°02'10" EAST 78.88 FEET; THENCE SOUTH 35°24'39" EAST 100.00 FEET; THENCE SOUTH 24°39'09" EAST 203.58 FEET TO A LINE PARALLEL WITH AND DISTANT NORTHEASTERLY 40 FEET FROM THE CENTERLINE OF FEDERAL AVENUE, MEASURED AT RIGHT ANGLES; THENCE ALONG SAID PARALLEL LINE SOUTH 35°24'41" EAST 613.73 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 54°35'21" EAST 400 FEET; THENCE SOUTH 35°24'39" EAST 421.80 FEET TO THE SOUTHERLY BOUNDARY LINE OF SAID "SOLDIERS HOME" AS SAID SOUTHERLY BOUNDARY WAS ESTABLISHED BY THE DEED TO SANTA MONICA LAND & WATER COMPANY RECORDED ON MAY 24, 1900 AS INSTRUMENT NO. 41 IN BOOK 1369 PAGE 104 OF DEEDS; THENCE ALONG SAID BOUNDARY LINE SOUTH 54°34'52" WEST 400.00 FEET TO THE NORTHEAST RIGHT OF WAY LINE OF FEDERAL AVENUE; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 35°24'41" WEST 421.86 FEET TO THE TRUE POINT OF BEGINNING, AND AS SHOWN AS CALIFORNIA NATIONAL GUARD AREA ON PAGE (4) OF RECORD OF SURVEY AS RECORDED IN BOOK 180 PAGES 59 TO 63 INCLUSIVE, OF RECORDS OF SURVEYS (COURSES CITED HEREON ARE IN TERMS OF SAID RECORD OF SURVEY), AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID

January 7, 2020
COUNTY AND AS SAID LAND IS DESCRIBED IN QUITCLAIM DEED RECORDED JANUARY 30, 1961, AS INSTRUMENT NO. 1381 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT PORTION SAID LAND LYING WITH CASTLE GARDEN TRACT, AS PER MAP RECORD IN BOOK 8, PAGE 192 OF MAPS.

ALSO EXCEPT ANY PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF THE LAND CONVEYED BY DEED RECORDED MAY 21, 1907, AS INSTRUMENT NO. 99 IN BOOK 3030, PAGE 294 OF DEEDS.

ALSO EXCEPT PORTION OF SAID LAND INDICATED AS UNITS VI, VII, VIII, AND IX, IN DEED OF EASEMENT, RECORDED JUNE 08, 1955 IN BOOK 48006, PAGE 269 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT PORTION OF SAID LAND DESCRIBED IN DEED RECORDED MAY 31, 1957 IN BOOK 54658, PAGE 262 OF OFFICIAL RECORDS

ALSO EXCEPT PORTION OF SAID LAND DESCRIBED AS PARCEL 1 IN EXHIBIT A IN QUITCLAIM DEED RECORDED JULY 07, 2010 AS DOCUMENT NUMBER 20100925079 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT PORTION OF SAID LAND DESCRIBED AS PARCEL 1 IN EXHIBIT A IN QUITCLAIM DEED RECORDED JULY 07, 2010 AS DOCUMENT NUMBER 20100925067 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE STATE OF CALIFORNIA IN DEED RECORDED JULY 27, 2004, AS INSTRUMENT NO. 04-1921091, OF OFFICIAL RECORDS.
EXHIBIT B-1
PRELIMINARY CONSTRUCTION ACTIVITIES

Subject to the terms of this Agreement, the activities and services described in this Exhibit B-1 relating to Preliminary Construction Activities may be performed on Metro's behalf by Metro, Metro's Contractor(s), or their Subcontractors.

1. Construction staging and site mobilization.
2. Installation of curb cuts, temporary roadways, construction surface and driveways.
3. Installation of directional signs and project identity signage.
4. Mobilization of equipment (cranes, excavator, etc.).
5. Erection of fencing, gates, and noise barrier walls.
6. Clearing and grubbing.
7. Installation of storm drain relocation and USAR connections including trenching and shoring.
8. Installation of temporary site utilities – water, sewer, drainage (LID, SUSMP), power (duct, switchgear).
9. Site grading including removal of surface material or backfill to obtain drainage slopes.
10. Installation of site Lighting and foundations.
11. Site security provisions, including guard booths.
12. Installation of dewatering wells, pumps, and instrumentation.
13. Installation of electrical generators, electrical switchgear, trenching for power cables and associated work.
14. Installation of site offices, dry house including foundations.
15. Other temporary construction equipment and facilities.
16. Installation of temporary support-of-excavation piles for the Tail Track Exit Shaft.
17. Excavation of the temporary Tail Track Exit Shaft and installation of excavation support systems.
18. Hadley Lane relocation.
19. Installation of temporary support-of-excavation piles for the Station End Walls.
Subject to the terms of this Agreement, the Preliminary Construction Activities are limited to Area A, Area B, and Area C which are depicted in the Site Map shown below.
EXHIBIT C
CONTROLLING DOCUMENTS

Contained in the following pages.

1. MMRP: The Mitigation Monitoring and Reporting Plan for the Project.

2. MOA: The Memorandum of Agreement by and between FTA, SHPO, and LACMTA for the Project.

3. MOA Amendment: The amendment to the MOA by and between FTA, SHPO, VA, United States General Services Administration, Advisory Council on Historic Preservation, and LACMTA for the Project.
RESTATED AND AMENDED PROPERTY ACCESS AGREEMENT
FROM THE U.S. DEPARTMENT OF VETERANS AFFAIRS, TO
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY,
AT THE WEST LOS ANGELES CAMPUS, IN LOS ANGELES CALIFORNIA

THIS RESTATED AND AMENDED PROPERTY ACCESS AGREEMENT
("Agreement") is made and entered into this 27th day of November, 2019 (the "Effective
Date"), by and between UNITED STATES OF AMERICA, and its assigns, with an address
of 810 Vermont Ave., Washington, DC 20420 ("Government" or "VA") and The Los
Angeles County Metropolitan Transportation Authority, with an address of One Gateway
Plaza, Los Angeles, CA 90012-2952 ("Metro" or "LACMTA").

A. WHEREAS, Government is the owner of certain real estate, consisting of
approximately 388 acres of land, with improvements located thereon, situated in Los
Angeles, CA (hereinafter the "Property" or the "WLA Campus"), and known as the
Department of Veterans Affairs Greater Los Angeles Medical Center located at 11301
Wilshire Boulevard Los Angeles, CA 90073, described in Exhibit A, attached hereto, and
incorporated herewith.

B. WHEREAS, Metro has requested permission from Government for Metro to enter
the Property to perform activities as may be reasonably necessary to complete the due
diligence investigations of the Property ("Due Diligence Activities"). The Due Diligence
Activities shall be for the Purple Line Extension Project ("Project") and are limited to the
scope of work contained in Exhibit B-1, attached hereto and incorporated herewith. The
work activities that are expressly prohibited ("Prohibited Activities") are described in
Exhibit B-2, attached hereto and incorporated herewith. The area of the Property in which
Metro will conduct its Due Diligence Activities will be referred to as the "Site", which is
depicted in Exhibit B-3, attached hereto and incorporated herewith.

C. WHEREAS, the Property, and any actions taken by VA relating to the Property,
are subject to federal law, including but not limited to the West Los Angeles Leasing Act
of 2016 (Public Law 114-226, as amended by Public Law 115-251, the Department of
Veterans Affairs Expiring Authorities Act of 2018) (collectively, the "West LA Leasing
Act"), and will be taken in accordance with VA’s WLA Campus Draft Master Plan dated
January 28, 2016 ("Draft Master Plan") or successor Master Plan.

D. WHEREAS, Metro has completed an Environmental Impact Statement and
Environmental Impact Report ("EIS/EIR") and issued a Record of Decision on August 9,
2012 to analyze the impacts of the Project pursuant to the National Environmental Policy
Act ("NEPA") (42 U.S.C. § 4321, et seq.).

E. WHEREAS, the Federal Transit Administration ("FTA") and Metro have evaluated
Project refinements and changed conditions against the 2012 EIS/EIR pursuant to 23
C.F.R. § 771.130(c) ("130(c)").

F. WHEREAS, FTA executed a Memorandum of Agreement ("MOA") on March 7,
2012, with Metro and the California State Historic Preservation Office ("SHPO") pursuant to Section 106 of the National Historic Preservation Act ("NHPA") (54 U.S.C. §§ 300101, et seq. and 36 C.F.R. §§ 800, et seq.), and revised the MOA to include VA, United States General Services Administration, and the Advisory Council on Historic Preservation as signatories ("MOA Amendment") which was executed on November 25th 2019.

G. WHEREAS, Government and Metro have previously entered into a Property Access Agreement dated October 1, 2017, which has expired on its own terms.

H. WHEREAS, Government and Metro have previously entered into a Restated and Amended Property Access Agreement dated October 26, 2018, which has expired on its own terms.

I. WHEREAS, Government is willing to grant Metro permission to enter the Site for the purpose of performing the Due Diligence Activities.

NOW, THEREFORE, in consideration of the foregoing, certain valuable non-monetary consideration, and of agreements hereafter contained, Government hereby grants to Metro a non-exclusive, revocable license to enter the Site subject to terms and conditions set forth herein.

1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. Term. The term of this Agreement shall commence on the Effective Date and shall expire on January 31, 2020 (the "Term") unless earlier terminated by Government and/or Metro as provided herein.

3. Purpose of Entry. Metro, by its duly authorized officers, employees, agents and duly authorized employees of its contractors and subcontractors (collectively, "Metro Employees"), may enter the Site during the Term of this Agreement solely for the purpose of performing the Due Diligence Activities. Such entries shall at all times be subject to VA security and parking guidelines and regulations.

4. Metro's Responsibilities. Metro shall be responsible for all costs associated with the Due Diligence Activities. All tools, equipment, buildings, improvements, and other property taken upon or placed upon the Property by Metro shall remain the property of Metro and must be removed by Metro prior to the expiration of this Agreement.

5. Compliance with Law. Metro shall perform the Due Diligence Activities in compliance with all applicable Federal, State, and local laws, ordinances, and regulations. Metro shall obtain all permits, licenses, certificates, and approvals required to perform the Due Diligence Activities.

6. Notice to Government. At least five (5) business days prior to commencing the Due Diligence Activities, Metro or its contractor(s), as applicable, shall provide Government with written notice of the commencement of the Due Diligence Activities, which shall include a brief description and an estimated schedule for completion.
7. **Reports.** Within thirty (30) business days of the completion, Metro shall provide Government each and any study, survey, due diligence report, or other writing Metro completes concerning the Due Diligence Activities (hereinafter “Reports”). Metro, Metro’s contractors, and any and all subcontractors (hereinafter “Contractors”) shall not release any Reports without Government’s prior written permission.

8. **Security of Site.** The Due Diligence Activities shall include reasonable security measures of Metro (along with any additional measures VA chooses to implement at its discretion), to minimize the risk of property damage or bodily injury at or in the vicinity of the Property as the result of the Due Diligence Activities.

9. **Conduct of Due Diligence Activities.** With respect to the Due Diligence Activities, the following additional conditions shall apply:

   a. Metro’s Due Diligence Activities shall not interrupt the provision of healthcare and services to Veterans on the Property.

   b. This Agreement is executed with the understanding that, Metro shall provide flagmen or other appropriate traffic safety personnel to direct traffic during periods of traffic disruption. All work shall be coordinated with Government and be conducted in a manner consistent with VA’s ongoing mission and operations on the WLA Campus, and to avoid unnecessary disruption to patient parking and vehicular ingress and egress. VA shall have discretion to require Metro to adjust its activities if VA determines that such disruption is occurring.

   c. Metro agrees to employ a professional archaeologist to be on site at the time of the soil disturbance operations to monitor the soil for potential archaeological resources or human remains. In the event archaeological resources or human remains are discovered during the Due Diligence Activities, Metro shall immediately notify VA telephonically and in writing, and cease underlying Due Diligence Activities, to ensure any future actions occur in a manner that comports with applicable law and regulations.

   d. Metro shall be responsible for and will obtain at its sole cost and expense, all applicable Federal, State, and local planning approvals, and other licenses and permits which are necessary for the Due Diligence Activities.

   e. Metro shall comply with all applicable Federal, State, and local laws, codes, and ordinances regarding the Due Diligence Activities, including but not limited to the following regulatory documents (“Controlling Documents”), which are contained in Exhibit C and attached hereto.

      i. **MMRP:** The Mitigation Monitoring and Reporting Plan for the Project.

      ii. **MOA:** The Memorandum of Agreement by and between FTA, SHPO, and LACMTA for the Project.
iii. **MOA Amendment**: The amendment to the MOA by and between FTA, SHPO, VA, United States General Services Administration, Advisory Council on Historic Preservation, and LACMTA for the Project.

10. **Condition of Property**. Metro shall repair any damage to the Property caused by performing the Due Diligence Activities and shall leave (and restore, if applicable) the Property in substantially the same condition as existed when Metro entered the Property. Metro agrees to keep the Property free and clear from all liens, security interests, and other encumbrances arising by, through, as a result of, or in connection with the use or occupancy of the Property by Metro or Contractors. If any such lien, security interest, or other encumbrance arises, Metro will take such action as is necessary to discharge the same within thirty (30) business days following Metro's notice thereof. If Metro does not comply with the requirements of this Paragraph, then Government may, but is not obligated to, take measures to contest and/or discharge the lien, security interest, or encumbrance itself and recover from Metro all of Government's costs and expenses related thereto, which amount Metro agrees to pay immediately following written notice from Government of such amount.

11. **Insurance**. Metro, Metro's contractors, and any and all subcontractors (hereinafter "Contractors") shall obtain at their own cost and expense, and keep in full force and effect, during the terms of their respective entries upon the Site the following insurance:

   a. With respect to the Due Diligence Activities set forth in Exhibit B-1, a comprehensive general liability insurance policy in an amount not less than One Million Dollars ($1,000,000.00) combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting Government against any and all claims for bodily injury, death or property damage arising directly or indirectly from Metro's use of the Property, and

   b. With respect to the Due Diligence Activities, a comprehensive general liability insurance policy in an amount not less than Two Million Dollars ($2,000,000.00) combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting Government against any and all claims for bodily injury, death or property damage arising directly or indirectly from Metro's use of the Property. Such coverage shall include coverage for explosion, collapse and underground events, commonly referred to as XCU coverage. In addition to the foregoing coverage, Metro and Contractors shall keep in full force and effect professional liability and pollution liability insurance in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence. As applicable, such policy or policies shall name Government as an additional insured.

The policy or policies required hereunder shall be issued by insurance companies qualified to do business in the State of California and such policy or policies shall provide at least twenty (20) business days' written notice to Government before cancellation or material modification. Metro and Contactors shall deliver to Government certificates of such insurance, showing the United States of America named as the additional insured,
evidencing the coverage in force as of the Effective Date of this Agreement, as well as any replacement certificates issued during the Term of this Agreement. Notwithstanding anything in these requirements, LACMTA may self-insure with respect to all or any portion of the insurance requirements in this Section 11 and a letter of self-insurance provided in support of its obligation.

12. Indemnification. Metro and its duly authorized officers, employees and agents agree to assume any and all liability and risks arising out of, incident to, or in any way connected with the exercise of Metro’s rights under this Agreement. Without limiting the generality of the foregoing, and as partial consideration for the rights herein granted, Metro agrees to defend, indemnify, and hold harmless Government and its directors, officers, employees, agents, servants, consultants, contractors, affiliated entities, permittees, successors and assigns, from and against any and all claims, losses, causes of action, demands, liabilities (whether based upon common law, strict liability, negligence, contract, statute, or otherwise), damages, injuries, deaths, penalties, fines, costs, corrective action, natural resource damage and damages and expenses of any other nature whatsoever caused by, arising from, related to, happening in connection with, or as a result of, in whole or in part, any violation or breach of any term or condition of this Agreement by Metro or Contractors or from the use or occupancy of the Property by Metro or Contractors.

13. Termination. This Agreement may be terminated by Government or Metro by providing written notice to the other party. Upon any such termination, Metro and its contractors shall have access to the Site for ten (10) business days, plus any additional time that VA expressly agrees to in its discretion in writing, solely to remove its equipment and/or complete any necessary restoration as set forth in Paragraph 10 of this Agreement. Notwithstanding anything in this Agreement to the contrary, Government shall have the right, at any time, to terminate this Agreement and to demand that Metro immediately cease and quit the Property if, in Government’s judgment, Metro and/or its Contractors are in breach of any term or condition of this Agreement, in which event Metro shall not have any continued access to the Site for any purpose. Acceptance of any rent or other consideration for this Agreement in advance by Government shall not act as a waiver of Government’s right to terminate this Agreement or of any other right Government may have under this Agreement.

14. Notices. Any notice permitted or required to be given under this Agreement shall be in writing and shall be deemed to be duly given when delivered certified mail, return receipt requested, to the party entitled to such notice at their address set forth hereinabove, with a copy to:

For Government:  Greater Los Angeles Medical Center  U.S. Department of Veterans Affairs  11301 Wilshire Boulevard  Los Angeles, CA 90073  Attn: Robert Merchant  (b) (6)  @va.gov
With a copy to: Office of Real Property
U.S. Department of Veterans Affairs
425 I Street NW
Washington, DC 20001
Attn: Matthew Leddy, Esq.
(b) (6) @va.gov
Office of General Counsel
U.S. Department of Veterans Affairs
810 Vermont Ave, NW
Washington, DC 20420
Attn: Chief Counsel, Real Property Law Group

For Metro: LACMTA Executive Officer
Purple Line Westside Extension, Section 3
777 S Figueroa Street, Suite 1100
Los Angeles, CA 90017
Attn: Kimberly Ong
(b) (6) @metro.net

With copy to LACMTA Deputy Executive Officer - Real Estate
1 Gateway Plaza, Mail Stop 99-22-8
Los Angeles, CA 90012
Attn: Velma C. Marshall
(b) (6) @metro.net

15. Third Parties. The access rights granted to Metro under this Agreement shall not be transferred or assigned. Nothing in this Agreement, whether express or implied, is intended to relieve or discharge the obligation or liability of any third persons to either party to this Agreement, nor will any provision give any third persons any right of subrogation or action over or against either party to this Agreement. This Agreement shall bind and inure to the benefit of the successors and permitted assigns of the parties hereto.

16. Applicable Law; Entire Agreement. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the United States of America. The terms and conditions of this Agreement, together with the terms and provisions of all documents referred to herein, constitute the full and entire Agreement between the parties affecting the rights and obligations contained herein. No other agreement or understanding concerning the same has been entered into or will be recognized. Neither party has made inducements nor representations to the other except as expressly stated in this Agreement. No amendments or modifications of this Agreement shall have any force or effect without the written consent of both parties.

Notwithstanding anything contrary in this Agreement, any provision that purports to assign liability to Government shall be subject to and governed by Federal law, including but not limited to, the Contract Disputes Act of 1978 (41 U.S.C. § 7101-7109);
17. **Counterparts; Electronic Signatures.** This Agreement may be executed in
counterparts, and it shall not be necessary that the signatures of all parties hereto be
contained on any one counterpart hereof; each counterpart shall be deemed an original,
but all of which together shall constitute one and the same instrument. Electronic
signatures shall be deemed original signatures for the purposes of this Agreement.

18. **Severability.** If any provision in this Agreement is declared invalid or unenforceable
under applicable law, that provision shall not be enforced, but the remainder of the
Agreement shall continue in full force and effect.

19. **Nonwaiver.** The failure of Government to insist upon or enforce, in any instance,
strict performance by Metro of any of the terms of this Agreement or to exercise any rights
herein conferred shall not be construed as a waiver or relinquishment of Government's
right to assert or rely upon such terms or rights on any future occasion.

20. **Assignment.** The non-exclusive, revocable license granted in this Agreement is
personal to Metro and may not be assigned or otherwise transferred, in whole or in part,
without the prior written consent of Government, which consent may be withheld in
Government's sole discretion.

21. **License Not to Be Recorded.** Neither party shall record this Agreement or a
memorandum thereof without the prior written consent of the other party.

22. **Sovereign Immunity.** No terms of this Agreement waive the Government's rights
under Sovereign Immunity.

23. **Smoke-Free Policy.** Effective October 1, 2019, smoking is strictly prohibited on
the grounds of any VA facility. Per VA Directive 1085 dated March 5, 2019, it is VA policy
that all VA health care facilities, including hospitals, community clinics, administrative
offices, and Vet Centers, will be smoke-free for patients, visitors, contractors, volunteers,
and vendors effective October 1, 2019. There will no longer be designated smoking
areas. This Smoke-Free Policy includes all VA property licensed by third-party land
users. Smoking is defined by the VA Directive to include cigarettes, cigars, pipes,
electronic or e-cigarettes, vape pens, and e-cigars.

24. **Media Inquiries.** In the event Metro is contacted by the media regarding any
activities or services on Department of Veterans Affairs owned property, the Licensee
must direct media to the GLA Office of Public Affairs at (310) 268-3340 or
VHAGLAPublicAffairs@va.gov. Furthermore, Metro shall not host media representatives
on Department of Veterans Affairs owned property without prior approval from the
Government.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

METRO:

Los Angeles County Transportation Authority

By: (b) (6)

Name: Velma C. Marshall
Title: Deputy Executive Officer - RE
Date: 11/15/19

GOVERNMENT:

(b) (6)

Name: Matthew Leddy
Title: Acting Director Policy and Programs ORP
Date: November 27, 2019
EXHIBIT A
DESCRIPTION OF PROPERTY

PARCEL B: 4365-008-904

A PARCEL OF LAND SITUATE IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING THAT CERTAIN PARCEL OF LAND MARKED "SOLDIERS HOME 300 ACRES", AS SHOWN ON MAP OF THAT PORTION OF THE RANCHO SAN VICENTEY SANTA MONICA, KNOWN AS THE VILLA FARMS, RECORDED IN BOOK 70, PAGE 54, ET SEQ., MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID LAND ALSO DESCRIBED IN DEED RECORDED IN BOOK 1122, PAGE 263 OF OFFICIAL RECORDS.

EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF WILSHIRE BOULEVARD, 100 FEET WIDE, AS DESCRIBED IN A DEED RECORDED IN BOOK 7317 PAGE 371 OF OFFICIAL RECORDS, WITH THE NORTH EASTERLY LINE OF FEDERAL AVENUE, 40 FEET WIDE, AS SHOWN ON COUNTY SURVEYOR'S FILED MAP NO. 10261 ON FILE IN THE OFFICE OF THE COUNTY SURVEYORS OF SAID COUNTY; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 35°24'41" EAST 50.56 FEET TO THE SOUTHEASTERLY LINE OF SAID WILSHIRE BOULEVARD; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 46°02'10" EAST 78.88 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE NORTH 46°02'10" EAST 44.33 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°26'25", AN ARC DISTANCE 326.73 FEET; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE NORTH 08°35'45" EAST 128.57 FEET; TO THE BEGINNING OF A TANGENT 950.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3°39'49" AN ARC LENGTH OF 60.75 FEET; THENCE SOUTH 35°24'39" EAST 657.18 FEET; THENCE SOUTH 54°34'21" WEST 500.00 FEET TO THE NORTHEAST RIGHT OF WAY LINE OF FEDERAL AVENUE; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 35°24'14" WEST 68.73 FEET; THENCE NORTH 24°39'09" WEST 203.58 FEET; THENCE NORTH 35°24'41" WEST 100.00 FEET TO THE TRUE POINT OF BEGINNING AND AS SHOWN AS U.S. AIR FORCE AREA ON SHEET (3) OF RECORD OF SURVEY AS RECORDED IN BOOK 180 PAGES 59 TO 63 INCLUSIVE, OF RECORDS OF SURVEYS (COURSES CITED HEREON ARE TERMS OF SAID RECORD OF SURVEY), AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF WILSHIRE BOULEVARD, 100 FEET WIDE, AS DESCRIBED IN A DEED RECORDED IN BOOK 7317
PAGE 371 OF OFFICIAL RECORDS, WITH THE NORTHEASTERLY LINE OF FEDERAL AVENUE, 40 FEET WIDE, AS SHOWN ON COUNTY SURVEYOR'S FILED MAP NO. 10261 ON FILE IN THE OFFICE OF THE COUNTY SURVEYORS OF SAID COUNTY; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 35°24'41" EAST 50.56 FEET TO THE SOUTHEASTERLY LINE OF SAID WILSHIRE BOULEVARD; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 46°02'10" EAST 78.88 FEET; THENCE SOUTH 35°24'41" EAST 100.00 FEET; THENCE SOUTH 24°39'09" EAST 203.58 FEET TO A LINE PARALLEL WITH SAID AND DISTANT NORTHEASTERLY 40 FEET FROM THE CENTERLINE OF FEDERAL AVENUE, MEASURED AT RIGHT ANGLES; THENCE ALONG SAID PARALLEL LINE SOUTH 35°24'41" EAST 68.73 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 54°35'21" EAST 400 FEET; THENCE SOUTH 35°24'39" WEST 545.00 FEET; THENCE SOUTH 54°35'21" WEST 400.00 FEET TO THE NORTHEAST RIGHT OF WAY LINE OF FEDERAL AVENUE; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 35°24'41" WEST 545.00 FEET TO THE TRUE POINT OF BEGINNING AND AS SHOWN AS U.S. ARMY AREA ON SHEET (4) OF RECORD OF SURVEY AS RECORDED IN BOOK 180 PAGES 59 TO 63 INCLUSIVE, OF RECORDS OF SURVEYS (COURSES CITED HEREON ARE IN TERMS OF SAID RECORD OF SURVEY), AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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COUNTY AND AS SAID LAND IS DESCRIBED IN QUITCLAIM DEED RECORDED JANUARY 30, 1961, AS INSTRUMENT NO. 1381 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT PORTION SAID LAND LYING WITH CASTLE GARDEN TRACT, AS PER MAP RECORD IN BOOK 6, PAGE 192 OF MAPS.

ALSO EXCEPT ANY PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF THE LAND CONVEYED BY DEED RECORDED MAY 21, 1907, AS INSTRUMENT NO. 99 IN BOOK 3030, PAGE 294 OF DEEDS.

ALSO EXCEPT PORTION OF SAID LAND INDICATED AS UNITS VI, VII, VIII, AND IX, IN DEED OF EASEMENT, RECORDED JUNE 08, 1955 IN BOOK 48006, PAGE 269 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT PORTION OF SAID LAND DESCRIBED IN DEED RECORDED MAY 31, 1957 IN BOOK 54658, PAGE 262 OF OFFICIAL RECORDS

ALSO EXCEPT PORTION OF SAID LAND DESCRIBED AS PARCEL 1 IN EXHIBIT A IN QUITCLAIM DEED RECORDED JULY 07, 2010 AS DOCUMENT NUMBER 20100925079 OF OFFICIAL RECORDS OF SAID COUNTY.

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EXHIBIT B-1
DUE DILIGENCE ACTIVITIES

Subject to the terms of this Agreement, the activities and services described in this Exhibit B-1 relating to Due Diligence Activities may be performed on Metro's behalf by Metro, Metro's Contractor(s), or their Subcontractors. Any other work activities within the Property and within the Site are expressly prohibited.

1. Environmental Due Diligence Activities

   a. Metro subcontractor shall perform a field survey of surface expressions such as edge of pavement, top of curb, back of sidewalk, building faces, driveways, curb ramps, channels, concrete pads, utilities (manholes, water valves, handholes, vaults, poles, pull boxes, cabinets, etc.), flagpoles, abutments and retaining walls, gates, fences and railings, barriers, sprinklers/irrigation systems and planting areas. The survey shall include level and material details of utilities - water, gas, sanitary sewer, steam, and storm drain - up to the nearest connecting shut-off valve. Additionally, record location and circumference at 4 ft above grade level for all trees.

   b. Metro shall conduct a utilities investigation in order to identify key underground features that may require protection and/or relocation prior to construction of the new parking structure and Red Cross Expansion Area parking lot. Activities include:

      i. Access to manholes, steam vaults, pull boxes and valve boxes, with VA staff assisting Metro by unlocking or opening them as necessary.

      ii. Based on utilities investigation findings, Metro may conduct vacuum excavation, also known as "potholing", to accurately locate and confirm underground features such as pipes, conduits, manholes, and vaults that may require protection or relocation prior to construction.

   c. Metro shall conduct a geotechnical investigation comprising a limited number of rotary-wash borings, cone penetration tests (CPTs) and standard penetration tests (SPTs). An underground utility locator shall check exploration locations prior to borings or penetration tests.

   d. Metro shall conduct sample collection and vapor probe of monitoring wells.

   e. Metro shall conduct a HVAC baseline. The baseline study will include sampling of existing environmental conditions indoors and outdoors at the medical center prior to the start of construction of the Metro station. The samples will be collected at representative pre-established locations.
2. Physical Due Diligence Activities

a. Canary Island date palms excavation and removal.

b. Canary Island date palms transportation and relocation.

c. Excavation of trenches or pits for Canary Island date palms (at locations agreed with VA).

d. Canary Island date palms placement in new locations.

e. Patching of grass and landscape impacted by the Due Diligence Activities and any related truck traffic.

f. Installation of temporary irrigation system for tree irrigation.

g. Canary Island date palms that are removed for storage will receive regular monitoring by LACMTA's certified arborist and maintenance through watering, pruning, fertilizing, and pest control throughout project construction and replanting.
EXHIBIT B-2
PROHIBITED ACTIVITIES

Subject to the terms of this Agreement, the work described in this Exhibit B-2 are defined as Prohibited Activities and may not be performed within the Property and within the Site on Metro’s behalf by Metro, Metro’s Contractor(s), or their Subcontractors.

1. Construction staging and site mobilization.
2. Installation of curb cuts, temporary roadways, construction surface and driveways.
3. Installation of directional signs and project identity signage.
4. Mobilization of equipment (cranes, excavator, etc.).
5. Erection of fencing, gates, and noise barrier walls.
6. Clearing and grubbing.
7. Installation of storm drain relocation and USAR connections including trenching and shoring.
8. Installation of temporary site utilities – water, sewer, drainage (LID, SUSMP), power (duct, switchgear).
9. Site grading including removal of surface material or backfill to obtain drainage slopes.
10. Installation of site Lighting and foundations.
11. Site security provisions, including guard booths.
12. Installation of dewatering wells, pumps, and instrumentation.
13. Installation of electrical generators, electrical switchgear, trenching for power cables and associated work.
14. Installation of site offices, dry house including foundations.
15. Other temporary construction equipment and facilities.
16. Installation of temporary support-of-excavation piles for the Tail Track Exit Shaft.
17. Excavation of the temporary Tail Track Exit Shaft and installation of excavation support systems.
18. Hadley Lane relocation.
19. Installation of temporary support-of-excavation piles for the Station End Walls.
EXHIBIT C

CONTROLLING DOCUMENTS

Contained in the following pages.
AMENDMENT TO
RESTATED AND AMENDED PROPERTY ACCESS AGREEMENT
FROM THE U.S. DEPARTMENT OF VETERANS AFFAIRS, TO
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY,
AT THE WEST LOS ANGELES CAMPUS, IN LOS ANGELES CALIFORNIA

This Amendment ("Amendment") to RESTATED AND AMENDED PROPERTY ACCESS AGREEMENT is made effective as of January 13, 2020 by and between UNITED STATES OF AMERICA, and its assigns, with an address of 810 Vermont Ave., Washington, DC 20420 ("Government" or "VA") and The Los Angeles County Metropolitan Transportation Authority, with an address of One Gateway Plaza, Los Angeles, CA 90012-2952 ("Metro" or "LACMTA").

A. WHEREAS, Government and Metro are parties to that certain RESTATED AND AMENDED PROPERTY ACCESS AGREEMENT made and entered into on November 27, 2019 (the "Property Access Agreement-Due Diligence Activities") for Due Diligence Activities, attached hereto as Exhibit A.

B. WHEREAS, Any capitalized term used herein and not otherwise defined or modified in meaning hereunder shall have the meaning set forth in the Property Access Agreement-Due Diligence Activities.

C. WHEREAS, the Term of the Property Access Agreement-Due Diligence Activities will expire on January 31, 2020.

D. WHEREAS, Government is willing to extend the Term for five (5) months, with an expiration date of June 30, 2020.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Section 2 of the Property Access Agreement-Due Diligence Activities is hereby amended by deleting the language in its entirety and replacing it with the following language:

   "Term. The term of this Agreement shall commence on the Effective Date and shall expire on June 30, 2020 (the "Term") unless earlier terminated by Government and/or Metro as provided herein."

2. Except as expressly amended hereby, the Property Access Agreement-Due Diligence Activities remains in full effect and force as originally executed. All rights and obligations of the Government and Metro under the Property Access Agreement-Due Diligence Activities that are not expressly amended by this Amendment shall remain unchanged.
3. **Counterparts; Electronic Signatures.** This Amendment may be executed in counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for the purposes of this Amendment.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

**METRO:**

Los Angeles County Metropolitan Transportation Authority

By: ________________________
Name: Holly Kockwell
Title: Senior Executive Officer
Date: 1/16/20

**GOVERNMENT:**

UNITED STATES OF AMERICA and its assigns

By: ________________________
Name: Matthew Leddy
Title: Acting Director Real Property Policies and Programs
Date: January 16, 2020
Exhibit A

Copy of Property Access Agreement-Due Diligence Activities

[Attached]
AMENDMENT TO
RESTATED AND AMENDED PROPERTY ACCESS AGREEMENT
FROM THE U.S. DEPARTMENT OF VETERANS AFFAIRS, TO
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY,
AT THE WEST LOS ANGELES CAMPUS, IN LOS ANGELES CALIFORNIA

This Amendment (“Amendment”) to RESTATED AND AMENDED PROPERTY
ACCESS AGREEMENT is made effective as of May 19, 2020 by and between
UNITED STATES OF AMERICA, and its assigns, with an address of 810 Vermont Ave.,
Washington, DC 20420 ("Government" or "VA") and The Los Angeles County
Metropolitan Transportation Authority, with an address of One Gateway Plaza, Los
Angeles, CA 90012-2952 ("Metro" or "LACMTA").

A. WHEREAS, Government and Metro are parties to that certain RESTATED AND
AMENDED PROPERTY ACCESS AGREEMENT made and entered into on November
27, 2019 and amended on January 13, 2020 (the "Property Access Agreement-Due
Diligence Activities") for Due Diligence Activities, attached hereto as Exhibit A.

B. WHEREAS, Any capitalized term used herein and not otherwise defined or
modified in meaning hereunder shall have the meaning set forth in the Property Access
Agreement-Due Diligence Activities.

C. WHEREAS, As part of the Project and to be described in more detail in the fully
executed easement agreement between the parties, Metro shall design and construct a
multi-story replacement parking structure containing a minimum of 809 vehicle parking
spaces ("Replacement Parking Structure"), which shall be located in Parking Lot 3 on
the Property (the "Replacement Parking Structure Site").

D. WHEREAS, As part of the Project and to be described in more detail in the fully
executed easement agreement between the parties, Metro shall undertake
refurbishments of the areas within the Property utilized by Government for patient,
staff, and visitor parking (the "Interim Surface Parking Areas"): 

E. WHEREAS, Government is willing to amend the Property Access Agreement-
Due Diligence Activities to allow Metro to also conduct Due Diligence Activities on the
Replacement Parking Structure Site and the Interim Surface Parking Areas.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of
which are hereby acknowledged, the Parties hereby agree as follows:

1. The Replacement Parking Structure Site depicted in Exhibit B heretoo incorporated into the area of the Property in which Metro will conduct its Due Diligence
Activities ("Site").

2. The Interim Surface Parking Areas depicted in Exhibit C hereto is incorporated into the area of the Property in which Metro will conduct its Due Diligence Activities
3. In coordination with Government, Metro is authorized to conduct related due diligence and complete the refurbishment of the Interim Surface Parking Areas, which is anticipated to include surface overlay, paving, restriping, accessibility improvements, surface resealing, lighting refurbishments, and curb cuts ("Refurbishment Specifications").

4. Except as expressly amended hereby, the Property Access Agreement-Due Diligence Activities remains in full effect and force as originally executed. All rights and obligations of the Government and Metro under the Property Access Agreement-Due Diligence Activities that are not expressly amended by this Amendment shall remain unchanged.

5. **Counterparts; Electronic Signatures.** This Amendment may be executed in counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for the purposes of this Amendment.

    IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

**METRO:**

Los Angeles County Transportation Authority

By: (b) (6)

Name: Velma C. Marshall

Title: Deputy Executive Officer

Date: May 18, 2018

**GOVERNMENT:**

UNI (b) (6) d its assigns

By: (b) (6)

Name: Matthew Leddy

Title: Acting Director Policy and Programs

Date: May 19, 2020
EXHIBIT A

Copy of Property Access Agreement-Due Diligence Activities

[Attached]
AMENDMENT TO
RESTATED AND AMENDED PROPERTY ACCESS AGREEMENT
FROM THE U.S. DEPARTMENT OF VETERANS AFFAIRS, TO
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY,
at the west los angeles campus, in los angeles california

This Amendment ("Amendment") to RESTATED AND AMENDED PROPERTY ACCESS AGREEMENT is made effective as of January 13, 2020 by and between UNITED STATES OF AMERICA, and its assigns, with an address of 810 Vermont Ave., Washington, DC 20420 ("Government" or "VA") and The Los Angeles County Metropolitan Transportation Authority, with an address of One Gateway Plaza, Los Angeles, CA 90012-2952 ("Metro" or "LACMTA").

A. WHEREAS, Government and Metro are parties to that certain RESTATED AND AMENDED PROPERTY ACCESS AGREEMENT made and entered into on November 27, 2019 (the "Property Access Agreement-Due Diligence Activities") for Due Diligence Activities, attached hereto as Exhibit A.

B. WHEREAS, Any capitalized term used herein and not otherwise defined or modified in meaning hereunder shall have the meaning set forth in the Property Access Agreement-Due Diligence Activities.

C. WHEREAS, the Term of the Property Access Agreement-Due Diligence Activities will expire on January 31, 2020.

D. WHEREAS, Government is willing to extend the Term for five (5) months, with an expiration date of June 30, 2020.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Section 2 of the Property Access Agreement-Due Diligence Activities is hereby amended by deleting the language in its entirety and replacing it with the following language:

   "Term. The term of this Agreement shall commence on the Effective Date and shall expire on June 30, 2020 (the "Term") unless earlier terminated by Government and/or Metro as provided herein."

2. Except as expressly amended hereby, the Property Access Agreement-Due Diligence Activities remains in full effect and force as originally executed. All rights and obligations of the Government and Metro under the Property Access Agreement-Due Diligence Activities that are not expressly amended by this Amendment shall remain unchanged.
3. **Counterparts; Electronic Signatures.** This Amendment may be executed in counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for the purposes of this Amendment.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

METRO:
Los Angeles County Metropolitan Transportation Authority

By: (b) (6) 
Name: Holly Kockrell
Title: Senior Executive Officer
Date: 1/16/20

GOVERNMENT:
UNITED STATES OF AMERICA and its assigns

By: (b) (6) 
Name: Matthew Leddy
Title: Acting Director Real Property Policies and Programs
Date: January 16, 2020
Exhibit A

Copy of Property Access Agreement-Due Diligence Activities

[Attached]
RESTATED AND AMENDED PROPERTY ACCESS AGREEMENT
FROM THE U.S. DEPARTMENT OF VETERANS AFFAIRS, TO
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY,
AT THE WEST LOS ANGELES CAMPUS, IN LOS ANGELES CALIFORNIA

THIS RESTATED AND AMENDED PROPERTY ACCESS AGREEMENT
("Agreement") is made and entered into this 27th day of November, 2019 (the "Effective
Date"), by and between UNITED STATES OF AMERICA, and its assigns, with an address
of 810 Vermont Ave., Washington, DC 20420 ("Government" or "VA") and The Los
Angeles County Metropolitan Transportation Authority, with an address of One Gateway
Plaza, Los Angeles, CA 90012-2952 ("Metro" or "LACMTA").

A. WHEREAS, Government is the owner of certain real estate, consisting of
approximately 388 acres of land, with improvements located thereon, situated in Los
Angeles, CA (hereinafter the "Property" or the "WLA Campus"), and known as the
Department of Veterans Affairs Greater Los Angeles Medical Center located at 11301
Wilshire Boulevard Los Angeles, CA 90073, described in Exhibit A, attached hereto, and
incorporated herewith.

B. WHEREAS, Metro has requested permission from Government for Metro to enter
the Property to perform activities as may be reasonably necessary to complete the due
diligence investigations of the Property ("Due Diligence Activities"). The Due Diligence
Activities shall be for the Purple Line Extension Project ("Project") and are limited to the
scope of work contained in Exhibit B-1, attached hereto and incorporated herewith. The
work activities that are expressly prohibited ("Prohibited Activities") are described in
Exhibit B-2, attached hereto and incorporated herewith. The area of the Property in which
Metro will conduct its Due Diligence Activities will be referred to as the "Site", which is
depicted in Exhibit B-3, attached hereto and incorporated herewith.

C. WHEREAS, the Property, and any actions taken by VA relating to the Property,
are subject to federal law, including but not limited to the West Los Angeles Leasing Act
of 2016 (Public Law 114-226, as amended by Public Law 115-251, the Department of
Veterans Affairs Expiring Authorities Act of 2018) (collectively, the "West LA Leasing
Act"), and will be taken in accordance with VA's WLA Campus Draft Master Plan dated
January 28, 2016 ("Draft Master Plan") or successor Master Plan.

D. WHEREAS, Metro has completed an Environmental Impact Statement and
Environmental Impact Report ("EIS/EIR") and issued a Record of Decision on August 9,
2012 to analyze the impacts of the Project pursuant to the National Environmental Policy
Act ("NEPA") (42 U.S.C. § 4321, et seq.).

E. WHEREAS, the Federal Transit Administration ("FTA") and Metro have evaluated
Project refinements and changed conditions against the 2012 EIS/EIR pursuant to 23
C.F.R. § 771.130(c) ("130(c)").

F. WHEREAS, FTA executed a Memorandum of Agreement ("MOA") on March 7,
2012, with Metro and the California State Historic Preservation Office ("SHPO") pursuant to Section 106 of the National Historic Preservation Act ("NHPA") (54 U.S.C. §§ 300101, et seq. and 36 C.F.R. §§ 800, et seq.), and revised the MOA to include VA, United States General Services Administration, and the Advisory Council on Historic Preservation as signatories ("MOA Amendment") which was executed on November 25th 2019.

G. WHEREAS, Government and Metro have previously entered into a Property Access Agreement dated October 1, 2017, which has expired on its own terms.

H. WHEREAS, Government and Metro have previously entered into a Restated and Amended Property Access Agreement dated October 26, 2018, which has expired on its own terms.

I. WHEREAS, Government is willing to grant Metro permission to enter the Site for the purpose of performing the Due Diligence Activities.

NOW, THEREFORE, in consideration of the foregoing, certain valuable non-monetary consideration, and of agreements hereafter contained, Government hereby grants to Metro a non-exclusive, revocable license to enter the Site subject to terms and conditions set forth herein.

1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. Term. The term of this Agreement shall commence on the Effective Date and shall expire on January 31, 2020 (the "Term") unless earlier terminated by Government and/or Metro as provided herein.

3. Purpose of Entry. Metro, by its duly authorized officers, employees, agents and duly authorized employees of its contractors and subcontractors (collectively, "Metro Employees"), may enter the Site during the Term of this Agreement solely for the purpose of performing the Due Diligence Activities. Such entries shall at all times be subject to VA security and parking guidelines and regulations.

4. Metro's Responsibilities. Metro shall be responsible for all costs associated with the Due Diligence Activities. All tools, equipment, buildings, improvements, and other property taken upon or placed upon the Property by Metro shall remain the property of Metro and must be removed by Metro prior to the expiration of this Agreement.

5. Compliance with Law. Metro shall perform the Due Diligence Activities in compliance with all applicable Federal, State, and local laws, ordinances, and regulations. Metro shall obtain all permits, licenses, certificates, and approvals required to perform the Due Diligence Activities.

6. Notice to Government. At least five (5) business days prior to commencing the Due Diligence Activities, Metro or its contractor(s), as applicable, shall provide Government with written notice of the commencement of the Due Diligence Activities, which shall include a brief description and an estimated schedule for completion.
7. Reports. Within thirty (30) business days of the completion, Metro shall provide Government each and any study, survey, due diligence report, or other writing Metro completes concerning the Due Diligence Activities (hereinafter "Reports"). Metro, Metro's contractors, and any and all subcontractors (hereinafter "Contractors") shall not release any Reports without Government's prior written permission.

8. Security of Site. The Due Diligence Activities shall include reasonable security measures of Metro (along with any additional measures VA chooses to implement at its discretion), to minimize the risk of property damage or bodily injury at or in the vicinity of the Property as the result of the Due Diligence Activities.

9. Conduct of Due Diligence Activities. With respect to the Due Diligence Activities, the following additional conditions shall apply:

   a. Metro's Due Diligence Activities shall not interrupt the provision of healthcare and services to Veterans on the Property.

   b. This Agreement is executed with the understanding that, Metro shall provide flagmen or other appropriate traffic safety personnel to direct traffic during periods of traffic disruption. All work shall be coordinated with Government and be conducted in a manner consistent with VA's ongoing mission and operations on the WLA Campus, and to avoid unnecessary disruption to patient parking and vehicular ingress and egress. VA shall have discretion to require Metro to adjust its activities if VA determines that such disruption is occurring.

   c. Metro agrees to employ a professional archaeologist to be on site at the time of the soil disturbance operations to monitor the soil for potential archaeological resources or human remains. In the event archaeological resources or human remains are discovered during the Due Diligence Activities, Metro shall immediately notify VA telephonically and in writing, and cease underlying Due Diligence Activities, to ensure any future actions occur in a manner that comports with applicable law and regulations.

   d. Metro shall be responsible for and will obtain at its sole cost and expense, all applicable Federal, State, and local planning approvals, and other licenses and permits which are necessary for the Due Diligence Activities.

   e. Metro shall comply with all applicable Federal, State, and local laws, codes, and ordinances regarding the Due Diligence Activities, including but not limited to the following regulatory documents ("Controlling Documents"), which are contained in Exhibit C and attached hereto.

      i. MMRP: The Mitigation Monitoring and Reporting Plan for the Project.

      ii. MOA: The Memorandum of Agreement by and between FTA, SHPO, and LACMTA for the Project.
iii. **MOA Amendment:** The amendment to the MOA by and between FTA, SHPO, VA, United States General Services Administration, Advisory Council on Historic Preservation, and LACMTA for the Project.

10. **Condition of Property.** Metro shall repair any damage to the Property caused by performing the Due Diligence Activities and shall leave (and restore, if applicable) the Property in substantially the same condition as existed when Metro entered the Property. Metro agrees to keep the Property free and clear from all liens, security interests, and other encumbrances arising by, through, as a result of, or in connection with the use or occupancy of the Property by Metro or Contractors. If any such lien, security interest, or other encumbrance arises, Metro will take such action as is necessary to discharge the same within thirty (30) business days following Metro’s notice thereof. If Metro does not comply with the requirements of this Paragraph, then Government may, but is not obligated to, take measures to contest and/or discharge the lien, security interest, or encumbrance itself and recover from Metro all of Government’s costs and expenses related thereto, which amount Metro agrees to pay immediately following written notice from Government of such amount.

11. **Insurance.** Metro, Metro’s contractors, and any and all subcontractors (hereinafter “Contractors”) shall obtain at their own cost and expense, and keep in full force and effect, during the terms of their respective entries upon the Site the following insurance:

   a. With respect to the Due Diligence Activities set forth in Exhibit B-1, a comprehensive general liability insurance policy in an amount not less than One Million Dollars ($1,000,000.00) combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting Government against any and all claims for bodily injury, death or property damage arising directly or indirectly from Metro’s use of the Property, and

   b. With respect to the Due Diligence Activities, a comprehensive general liability insurance policy in an amount not less than Two Million Dollars ($2,000,000.00) combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting Government against any and all claims for bodily injury, death or property damage arising directly or indirectly from Metro’s use of the Property. Such coverage shall include coverage for explosion, collapse and underground events, commonly referred to as XCU coverage. In addition to the foregoing coverage, Metro and Contractors shall keep in full force and effect professional liability and pollution liability insurance in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence. As applicable, such policy or policies shall name Government as an additional insured.

The policy or policies required hereunder shall be issued by insurance companies qualified to do business in the State of California and such policy or policies shall provide at least twenty (20) business days’ written notice to Government before cancellation or material modification. Metro and Contactors shall deliver to Government certificates of such insurance, showing the United States of America named as the additional insured,
evidencing the coverage in force as of the Effective Date of this Agreement, as well as any replacement certificates issued during the Term of this Agreement. Notwithstanding anything in these requirements, LACMTA may self-insure with respect to all or any portion of the insurance requirements in this Section 11 and a letter of self-insurance provided in support of its obligation.

12. **Indemnification.** Metro and its duly authorized officers, employees and agents agree to assume any and all liability and risks arising out of, incident to, or in any way connected with the exercise of Metro’s rights under this Agreement. Without limiting the generality of the foregoing, and as partial consideration for the rights herein granted, Metro agrees to defend, indemnify, and hold harmless Government and its directors, officers, employees, agents, servants, consultants, contractors, affiliated entities, permittees, successors and assigns, from and against any and all claims, losses, causes of action, demands, liabilities (whether based upon common law, strict liability, negligence, contract, statute, or otherwise), damages, injuries, deaths, penalties, fines, costs, corrective action, natural resource damage and damages and expenses of any other nature whatsoever caused by, arising from, related to, happening in connection with, or as a result of, in whole or in part, any violation or breach of any term or condition of this Agreement by Metro or Contractors or from the use or occupancy of the Property by Metro or Contractors.

13. **Termination.** This Agreement may be terminated by Government or Metro by providing written notice to the other party. Upon any such termination, Metro and its contractors shall have access to the Site for ten (10) business days, plus any additional time that VA expressly agrees to in its discretion in writing, solely to remove its equipment and/or complete any necessary restoration as set forth in Paragraph 10 of this Agreement. Notwithstanding anything in this Agreement to the contrary, Government shall have the right, at any time, to terminate this Agreement and to demand that Metro immediately cease and quit the Property if, in Government’s judgment, Metro and/or its Contractors are in breach of any term or condition of this Agreement, in which event Metro shall not have any continued access to the Site for any purpose. Acceptance of any rent or other consideration for this Agreement in advance by Government shall not act as a waiver of Government’s right to terminate this Agreement or of any other right Government may have under this Agreement.

14. **Notices.** Any notice permitted or required to be given under this Agreement shall be in writing and shall be deemed to be duly given when delivered certified mail, return receipt requested, to the party entitled to such notice at their address set forth hereinabove, with a copy to:

For Government: Greater Los Angeles Medical Center
U.S. Department of Veterans Affairs
11301 Wilshire Boulevard
Los Angeles, CA 90073
Attn: Robert Merchant
(b) (6) @va.gov

Page 5 of 16
15. Third Parties. The access rights granted to Metro under this Agreement shall not be transferred or assigned. Nothing in this Agreement, whether express or implied, is intended to relieve or discharge the obligation or liability of any third persons to either party to this Agreement, nor will any provision give any third persons any right of subrogation or action over or against either party to this Agreement. This Agreement shall bind and inure to the benefit of the successors and permitted assigns of the parties hereto.

16. Applicable Law; Entire Agreement. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the United States of America. The terms and conditions of this Agreement, together with the terms and provisions of all documents referred to herein, constitute the full and entire Agreement between the parties affecting the rights and obligations contained herein. No other agreement or understanding concerning the same has been entered into or will be recognized. Neither party has made inducements nor representations to the other except as expressly stated in this Agreement. No amendments or modifications of this Agreement shall have any force or effect without the written consent of both parties.

Notwithstanding anything contrary in this Agreement, any provision that purports to assign liability to Government shall be subject to and governed by Federal law, including but not limited to, the Contract Disputes Act of 1978 (41 U.S.C. § 7101-7109);

17. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for the purposes of this Agreement.

18. Severability. If any provision in this Agreement is declared invalid or unenforceable under applicable law, that provision shall not be enforced, but the remainder of the Agreement shall continue in full force and effect.

19. Nonwaiver. The failure of Government to insist upon or enforce, in any instance, strict performance by Metro of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment of Government's right to assert or rely upon such terms or rights on any future occasion.

20. Assignment. The non-exclusive, revocable license granted in this Agreement is personal to Metro and may not be assigned or otherwise transferred, in whole or in part, without the prior written consent of Government, which consent may be withheld in Government's sole discretion.

21. License Not to Be Recorded. Neither party shall record this Agreement or a memorandum thereof without the prior written consent of the other party.

22. Sovereign Immunity. No terms of this Agreement waive the Government's rights under Sovereign Immunity.

23. Smoke-Free Policy. Effective October 1, 2019, smoking is strictly prohibited on the grounds of any VA facility. Per VA Directive 1085 dated March 5, 2019, it is VA policy that all VA health care facilities, including hospitals, community clinics, administrative offices, and Vet Centers, will be smoke-free for patients, visitors, contractors, volunteers, and vendors effective October 1, 2019. There will no longer be designated smoking areas. This Smoke-Free Policy includes all VA property licensed by third-party land users. Smoking is defined by the VA Directive to include cigarettes, cigars, pipes, electronic or e-cigarettes, vape pens, and e-cigars.

24. Media Inquiries. In the event Metro is contacted by the media regarding any activities or services on Department of Veterans Affairs owned property, the Licensee must direct media to the GLA Office of Public Affairs at (310) 268-3340 or VHAGLAPublicAffairs@va.gov. Furthermore, Metro shall not host media representatives on Department of Veterans Affairs owned property without prior approval from the Government.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

METRO:
Los Angeles County Transportation Authority

(b) (6)

By: 

Name: Velma C. Marshall
Title: Deputy Executive Officer - RE
Date: 11/15/19

GOVERNMENT:

(b) (6)

Name: Matthew Leddy
Title: Acting Director Policy and Programs ORP
Date: November 27, 2019
EXHIBIT A
DESCRIPTION OF PROPERTY

PARCEL B: 4365-008-904

A PARCEL OF LAND SITUATE IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING THAT CERTAIN PARCEL OF LAND MARKED "SOLDIERS HOME 300 ACRES", AS SHOWN ON MAP OF THAT PORTION OF THE RANCHO SAN VICENTEY SANTA MONICA, KNOWN AS THE VILLA FARMS, RECORDED IN BOOK 70, PAGE 54, ET SEQ., MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID LAND ALSO DESCRIBED IN DEED RECORDED IN BOOK 1122, PAGE 263 OF OFFICIAL RECORDS.

EXCEPT THERE FROM THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF WILSHIRE BOULEVARD, 100 FEET WIDE, AS DESCRIBED IN A DEED RECORDED IN BOOK 7317 PAGE 371 OF OFFICIAL RECORDS, WITH THE NORTH EASTERLY LINE OF FEDERAL AVENUE, 40 FEET WIDE, AS SHOWN ON COUNTY SURVEYOR'S FILED MAP NO. 10261 ON FILE IN THE OFFICE OF THE COUNTY SURVEYORS OF SAID COUNTY; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 35°24′41″ EAST 50.56 FEET TO THE SOUTHEASTERLY LINE OF SAID WILSHIRE BOULEVARD; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 46°02′10″ EAST 78.88 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE NORTH 46°02′10″ EAST 44.33 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°26′25″, AN ARC DISTANCE 326.73 FEET; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE NORTH 08°35′45″ EAST 128.57 FEET; TO THE BEGINNING OF A TANGENT 950.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3°39′49″ AN ARC LENGTH OF 60.75 FEET; THENCE SOUTH 35°24′39″ EAST 657.18 FEET; THENCE SOUTH 54°34′21″ WEST 500.00 FEET TO THE NORTHEAST RIGHT OF WAY LINE OF FEDERAL AVENUE; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 35°24′14″ WEST 68.73 FEET; THENCE NORTH 24°39′09″ WEST 203.58 FEET; THENCE NORTH 35°24′41″ WEST 100.00 FEET TO THE TRUE POINT OF BEGINNING AND AS SHOWN AS U.S. AIR FORCE AREA ON SHEET (3) OF RECORD OF SURVEY AS RECORDED IN BOOK 180 PAGES 59 TO 63 INCLUSIVE, OF RECORDS OF SURVEYS (COURSES CITED HEREON ARE TERMS OF SAID RECORD OF SURVEY), AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

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COUNTY AND AS SAID LAND IS DESCRIBED IN QUITCLAIM DEED RECORDED JANUARY 30, 1961, AS INSTRUMENT NO. 1381 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT PORTION SAID LAND LYING WITH CASTLE GARDEN TRACT, AS PER MAP RECORD IN BOOK 6, PAGE 192 OF MAPS.

ALSO EXCEPT ANY PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF THE LAND CONVEYED BY DEED RECORDED MAY 21, 1907, AS INSTRUMENT NO. 99 IN BOOK 3030, PAGE 294 OF DEEDS.

ALSO EXCEPT PORTION OF SAID LAND INDICATED AS UNITS VI, VII, VIII, AND IX, IN DEED OF EASEMENT, RECORDED JUNE 08, 1955 IN BOOK 48006, PAGE 269 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT PORTION OF SAID LAND DESCRIBED IN DEED RECORDED MAY 31, 1957 IN BOOK 54658, PAGE 262 OF OFFICIAL RECORDS

ALSO EXCEPT PORTION OF SAID LAND DESCRIBED AS PARCEL 1 IN EXHIBIT A IN QUITCLAIM DEED RECORDED JULY 07, 2010 AS DOCUMENT NUMBER 20100925079 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT PORTION OF SAID LAND DESCRIBED AS PARCEL 1 IN EXHIBIT A IN QUITCLAIM DEED RECORDED JULY 07, 2010 AS DOCUMENT NUMBER 20100925067 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE STATE OF CALIFORNIA IN DEED RECORDED JULY 27, 2004, AS INSTRUMENT NO. 04-1921091, OF OFFICIAL RECORDS.
EXHIBIT B-1
DUE DILIGENCE ACTIVITIES

Subject to the terms of this Agreement, the activities and services described in this Exhibit B-1 relating to Due Diligence Activities may be performed on Metro's behalf by Metro, Metro's Contractor(s), or their Subcontractors. Any other work activities within the Property and within the Site are expressly prohibited.

1. Environmental Due Diligence Activities

   a. Metro subcontractor shall perform a field survey of surface expressions such as edge of pavement, top of curb, back of sidewalk, building faces, driveways, curb ramps, channels, concrete pads, utilities (manholes, water valves, handholes, vaults, poles, pull boxes, cabinets, etc.), flagpoles, abutments and retaining walls, gates, fences and railings, barriers, sprinklers/irrigation systems and planting areas. The survey shall include level and material details of utilities - water, gas, sanitary sewer, steam, and storm drain - up to the nearest connecting shut-off valve. Additionally, record location and circumference at 4 ft above grade level for all trees.

   b. Metro shall conduct a utilities investigation in order to identify key underground features that may require protection and/or relocation prior to construction of the new parking structure and Red Cross Expansion Area parking lot. Activities include:

      i. Access to manholes, steam vaults, pull boxes and valve boxes, with VA staff assisting Metro by unlocking or opening them as necessary.

      ii. Based on utilities investigation findings, Metro may conduct vacuum excavation, also known as "potholing", to accurately locate and confirm underground features such as pipes, conduits, manholes, and vaults that may require protection or relocation prior to construction.

   c. Metro shall conduct a geotechnical investigation comprising a limited number of rotary-wash borings, cone penetration tests (CPTs) and standard penetration tests (SPTs). An underground utility locator shall check exploration locations prior to borings or penetration tests.

   d. Metro shall conduct sample collection and vapor probe of monitoring wells.

   e. Metro shall conduct a HVAC baseline. The baseline study will include sampling of existing environmental conditions indoors and outdoors at the medical center prior to the start of construction of the Metro station. The samples will be collected at representative pre-established locations.
2. Physical Due Diligence Activities

a. Canary Island date palms excavation and removal.

b. Canary Island date palms transportation and relocation.

c. Excavation of trenches or pits for Canary Island date palms (at locations agreed with VA).

d. Canary Island date palms placement in new locations.

e. Patching of grass and landscape impacted by the Due Diligence Activities and any related truck traffic.

f. Installation of temporary irrigation system for tree irrigation.

g. Canary Island date palms that are removed for storage will receive regular monitoring by LACMTA's certified arborist and maintenance through watering, pruning, fertilizing, and pest control throughout project construction and replanting.
EXHIBIT B-2
PROHIBITED ACTIVITIES

Subject to the terms of this Agreement, the work described in this Exhibit B-2 are defined as Prohibited Activities and may not be performed within the Property and within the Site on Metro’s behalf by Metro, Metro's Contractor(s), or their Subcontractors.

1. Construction staging and site mobilization.
2. Installation of curb cuts, temporary roadways, construction surface and driveways.
3. Installation of directional signs and project identity signage.
4. Mobilization of equipment (cranes, excavator, etc.).
5. Erection of fencing, gates, and noise barrier walls.
6. Clearing and grubbing.
7. Installation of storm drain relocation and USAR connections including trenching and shoring.
8. Installation of temporary site utilities – water, sewer, drainage (LID, SUSMP), power (duct, switchgear).
9. Site grading including removal of surface material or backfill to obtain drainage slopes.
10. Installation of site Lighting and foundations.
11. Site security provisions, including guard booths.
12. Installation of dewatering wells, pumps, and instrumentation.
13. Installation of electrical generators, electrical switchgear, trenching for power cables and associated work.
14. Installation of site offices, dry house including foundations.
15. Other temporary construction equipment and facilities.
16. Installation of temporary support-of-excavation piles for the Tail Track Exit Shaft.
17. Excavation of the temporary Tail Track Exit Shaft and installation of excavation support systems.
18. Hadley Lane relocation.
19. Installation of temporary support-of-excavation piles for the Station End Walls.
EXHIBIT C

CONTROLLING DOCUMENTS

Contained in the following pages.
EXHIBIT B

Replacement Parking Structure Site (Parking Lot 3)

The Replacement Parking Structure Site is shown above outlined with a red solid line.
EXHIBIT C

Interim Surface Parking Areas

All WLA Campus parking lots are shown above outlined with yellow solid lines. The Interim Surface Parking Areas (Parking Lots 3, 5, 6N, RCx, RC, and 43N) are shown above outlined with red dashed lines.
AMENDMENT NO 2

RESTATED AND AMENDED PROPERTY ACCESS AGREEMENT – DUE DILIGENCE ACTIVITIES
FROM THE U.S. DEPARTMENT OF VETERANS AFFAIRS, TO
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY,
at the West Los Angeles Campus, in Los Angeles California

THIS AMENDMENT NO 2 OF THE RESTATED AND AMENDED PROPERTY ACCESS AGREEMENT ("Agreement") is made and entered into on August 31, 2020 (the "Effective Date"), by and between UNITED STATES OF AMERICA, and its assigns, with an address of 810 Vermont Ave., Washington, DC 20420 ("Government" or "VA") and The Los Angeles County Metropolitan Transportation Authority, with an address of One Gateway Plaza, Los Angeles, CA 90012-2952 ("Metro" or "LACMTA").

A. WHEREAS, Government is the owner of certain real estate, consisting of approximately 388 acres of land, with improvements located thereon, situated in Los Angeles, CA (hereinafter the "Property" or the "WLA Campus"), and known as the Department of Veterans Affairs Greater Los Angeles Medical Center located at 11301 Wilshire Boulevard Los Angeles, CA 90073, described in Exhibit A, attached hereto, and incorporated herewith.

B. WHEREAS, Government granted permission for Metro to enter the Property to perform due diligence investigations ("Due Diligence Activities") within an area of the Property referred to in this Agreement as the "Site", which is depicted in Exhibit A, attached hereto and incorporate herewith.

C. WHEREAS, Government and Metro are parties to that certain Restated and Amended Property Access Agreement for Due Diligence Activities made and entered into on November 27, 2019, amended on January 13, 2020, amended on May 19, 2020 and amended on June 29, 2020, (the Property Access Agreement – Due Diligence Activities).

D. WHEREAS, the Term of the Property Access Agreement – Due Diligence Activities will expire on August 31, 2020

E. WHEREAS, Government is willing to extend the term for Metro to enter the Site for the purpose of performing the Due Diligence Activities.

NOW, THEREFORE, in consideration of the foregoing, and certain valuable non-monetary consideration, the parties hereby amend the Term subject to terms and conditions set forth herein.

1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference.
2. **Term.** The term of this Agreement shall commence on the Effective Date and shall expire on October 30, 2020 (the “Term”) unless earlier terminated by Government and/or Metro as set forth in the Property Access Agreement – Due Diligence Activities.

3. Except as expressly amended hereby, the Property Access Agreement – Due Diligence remains in full force and effect as originally executed. All rights and obligations of the Parties thereunder that are not expressly amended hereby shall remain unchanged.

4. **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for the purposes of this Agreement.

   IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

**METRO:**

Los Angeles County Transportation Authority

(b) (6)

By: 

Name: Velma C. Marshall

Title: Deputy Executive Officer - Real Estate

Date: August 28, 2020

**GOVERNMENT:**

UNITED STATES OF AMERICA, and its assigns

(b) (6)

By: 

Name: Matthew Leddy

Title: Acting Director Real Property Policy and Programs

Date: August 31, 2020
EXHIBIT A
DESCRIPTION OF PROPERTY

PARCEL B: 4365-008-904

A PARCEL OF LAND SITUATE IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING THAT CERTAIN PARCEL OF LAND MARKED "SOLDIERS HOME 300 ACRES", AS SHOWN ON MAP OF THAT PORTION OF THE RANCHO SAN VICENTE SANTA MONICA, KNOWN AS THE VILLA FARMS, RECORDED IN BOOK 70, PAGE 54, ET SEQ., MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID LAND ALSO DESCRIBED IN DEED RECORDED IN BOOK 1122, PAGE 263 OF OFFICIAL RECORDS.

EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF WILSHIRE BOULEVARD, 100 FEET WIDE, AS DESCRIBED IN A DEED RECORDED IN BOOK 7317 PAGE 371 OF OFFICIAL RECORDS, WITH THE NORTH EASTERLY LINE OF FEDERAL AVENUE, 40 FEET WIDE, AS SHOWN ON COUNTY SURVEYOR'S FILED MAP NO. 10261 ON FILE IN THE OFFICE OF THE COUNTY SURVEYORS OF SAID COUNTY; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 35°24'41" EAST 50.56 FEET TO THE SOUTHEASTERLY LINE OF SAID WILSHIRE BOULEVARD; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 46°02'10" EAST 78.88 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE NORTH 46°02'10" EAST 44.33 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°26'25", AN ARC DISTANCE 326.73 FEET; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE NORTH 08°35'45" EAST 128.57 FEET; TO THE BEGINNING OF A TANGENT 950.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3°39'49" AN ARC LENGTH OF 60.75 FEET; THENCE SOUTH 35°24'39" EAST 657.18 FEET; THENCE SOUTH 54°34'21" WEST 500.00 FEET TO THE NORTHEAST RIGHT OF WAY LINE OF FEDERAL AVENUE; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 35°24'14" WEST 68.73 FEET; THENCE NORTH 24°39'09" WEST 203.58 FEET; THENCE NORTH 35°24'41" WEST 100.00 FEET TO THE TRUE POINT OF BEGINNING AND AS SHOWN AS U.S. AIR FORCE AREA ON SHEET (3) OF RECORD OF SURVEY AS RECORDED IN BOOK 180 PAGES 59 TO 63 INCLUSIVE, OF RECORDS OF SURVEYS (COURSES CITED HEREON ARE IN TERMS OF SAID RECORD OF SURVEY), AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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PAGE 371 OF OFFICIAL RECORDS, WITH THE NORTHEASTERLY LINE OF FEDERAL AVENUE, 40 FEET WIDE, AS SHOWN ON COUNTY SURVEYOR’S FILED MAP NO. 10261 ON FILE IN THE OFFICE OF THE COUNTY SURVEYORS OF SAID COUNTY; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 35°24'41" EAST 50.56 FEET TO THE SOUTHEASTERLY LINE OF SAID WILSHIRE BOULEVARD; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 46°02'10" EAST 78.88 FEET; THENCE SOUTH 35°24'41" EAST 100.00 FEET; THENCE SOUTH 24°39'09" EAST 203.58 FEET TO A LINE PARALLEL WITH SAID AND DISTANT NORTHEASTERLY 40 FEET FROM THE CENTERLINE OF FEDERAL AVENUE, MEASURED AT RIGHT ANGLES; THENCE ALONG SAID PARALLEL LINE SOUTH 35°24'41" EAST 68.73 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 54°35'21" EAST 400 FEET; THENCE SOUTH 54°35'21" WEST 545.00 FEET; THENCE SOUTH 54°35'21" WEST 400.00 FEET TO THE NORTHEAST RIGHT OF WAY LINE OF FEDERAL AVENUE; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 35°24'41" WEST 545.00 FEET TO THE TRUE POINT OF BEGINNING AND AS SHOWN AS U.S. ARMY AREA ON SHEET (4) OF RECORD OF SURVEY AS RECORDED IN BOOK 180 PAGES 59 TO 63 INCLUSIVE, OF RECORDS OF SURVEYS (COURSES CITED HEREON ARE IN TERMS OF SAID RECORD OF SURVEY), AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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COUNTY AND AS SAID LAND IS DESCRIBED IN QUITCLAIM DEED_recorded January 30, 1961, AS INSTRUMENT NO. 1381 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT PORTION SAID LAND LYING WITH CASTLE GARDEN TRACT, AS PER MAP RECORD IN BOOK 6, PAGE 192 OF MAPS.

ALSO EXCEPT ANY PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF THE LAND CONVEYED BY DEED RECORDED MAY 21, 1907, AS INSTRUMENT NO. 99 IN BOOK 3030, PAGE 294 OF DEEDS.

ALSO EXCEPT PORTION OF SAID LAND INDICATED AS UNITS VI, VII, VIII, AND IX, IN DEED OF EASEMENT, RECORDED JUNE 08, 1955 IN BOOK 48006, PAGE 269 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT PORTION OF SAID LAND DESCRIBED IN DEED RECORDED MAY 31, 1957 IN BOOK 54658, PAGE 262 OF OFFICIAL RECORDS

ALSO EXCEPT PORTION OF SAID LAND DESCRIBED AS PARCEL 1 IN EXHIBIT A IN QUITCLAIM DEED RECORDED JULY 07, 2010 AS DOCUMENT NUMBER 20100925079 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT PORTION OF SAID LAND DESCRIBED AS PARCEL 1 IN EXHIBIT A IN QUITCLAIM DEED RECORDED JULY 07, 2010 AS DOCUMENT NUMBER 20100925067 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE STATE OF CALIFORNIA IN DEED RECORDED JULY 27, 2004, AS INSTRUMENT NO. 04-1921091, OF OFFICIAL RECORDS.
AMENDMENT

RESTATED AND AMENDED PROPERTY ACCESS AGREEMENT — DUE DILIGENCE ACTIVITIES — OCTOBER 2020
FROM THE U.S. DEPARTMENT OF VETERANS AFFAIRS, TO
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY,
AT THE WEST LOS ANGELES CAMPUS, IN LOS ANGELES CALIFORNIA

THIS AMENDMENT TO THE RESTATED AND AMENDED PROPERTY ACCESS AGREEMENT ("Agreement") is made and entered into on October 27, 2020 (the "Effective Date"), by and between UNITED STATES OF AMERICA, and its assigns, with an address of 810 Vermont Ave., Washington, DC 20420 ("Government" or "VA") and The Los Angeles County Metropolitan Transportation Authority, with an address of One Gateway Plaza, Los Angeles, CA 90012-2952 ("Metro" or "LACMTA").

A. WHEREAS, Government is the owner of certain real estate, consisting of approximately 388 acres of land, with improvements located thereon, situated in Los Angeles, CA (hereinafter the "Property" or the "WLA Campus"), and known as the Department of Veterans Affairs Greater Los Angeles Medical Center located at 11301 Wilshire Boulevard Los Angeles, CA 90073, described in Exhibit A, attached hereto, and incorporated herewith.

B. WHEREAS, Government granted permission for Metro to enter the Property to perform due diligence investigations ("Due Diligence Activities") within an area of the Property referred to in this Agreement as the "Site", which is depicted in Exhibit A, attached hereto and incorporate herewith.

C. WHEREAS, Government and Metro are parties to that certain Restated and Amended Property Access Agreement for Due Diligence Activities made and entered into on November 27, 2019, amended on January 13, 2020, amended on May 19, 2020, amended on June 29, 2020, and amended on August 31, 2020 (the Property Access Agreement — Due Diligence Activities).

D. WHEREAS, the Term of the Property Access Agreement — Due Diligence Activities will expire on October 30, 2020

E. WHEREAS, Government is willing to extend the term for Metro to enter the Site for the purpose of performing the Due Diligence Activities.

NOW, THEREFORE, in consideration of the foregoing, and certain valuable non-monetary consideration, the parties hereby amend the Term subject to terms and conditions set forth herein.

1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference.
2. **Term.** The term of this Agreement shall commence on the Effective Date and shall expire on December 31, 2020 (the “Term”) unless earlier terminated by Government and/or Metro as set forth in the Property Access Agreement – Due Diligence Activities.

3. Except as expressly amended hereby, the Property Access Agreement - Due Diligence remains in full force and effect as originally executed. All rights and obligations of the Parties thereunder that are not expressly amended hereby shall remain unchanged.

4. **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for the purposes of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

**METRO:**

Los Angeles County Transportation Authority

(b) (6)

By: ____________________________________________

Name: Velma C. Marshall

Title: Deputy Executive Officer - Real Estate

Date: October 23, 2020

**GOVERNMENT:**

UNITED STATES OF AMERICA, and its assigns

By: ____________________________________________

Name: ____________________________________________

Title: Acting Associate Executive Director

Date: ___October 27, 2020_________________________
EXHIBIT A
DESCRIPTION OF PROPERTY

PARCEL B: 4365-008-904

A PARCEL OF LAND SITUATE IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING THAT CERTAIN PARCEL OF LAND MARKED "SOLDIERS HOME 300 ACRES", AS SHOWN ON MAP OF THAT PORTION OF THE RANCHO SAN VICENTE SANTA MONICA, KNOWN AS THE VILLA FARMS, RECORDED IN BOOK 70, PAGE 54, ET SEQ., MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID LAND ALSO DESCRIBED IN DEED RECORDED IN BOOK 1122, PAGE 263 OF OFFICIAL RECORDS.

EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF WILSHIRE BOULEVARD, 100 FEET WIDE, AS DESCRIBED IN A DEED RECORDED IN BOOK 7317 PAGE 371 OF OFFICIAL RECORDS, WITH THE NORTH EASTERLY LINE OF FEDERAL AVENUE, 40 FEET WIDE, AS SHOWN ON COUNTY SURVEYOR'S FILED MAP NO. 10261 ON FILE IN THE OFFICE OF THE COUNTY SURVEYORS OF SAID COUNTY; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 35°24'41" EAST 50.56 FEET TO THE SOUTHEASTERLY LINE OF SAID WILSHIRE BOULEVARD; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 46°02'10" EAST 78.88 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE NORTH 46°02'10" EAST 44.33 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°26'25", AN ARC DISTANCE 326.73 FEET; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE NORTH 08°35'45" EAST 128.57 FEET; TO THE BEGINNING OF A TANGENT 950.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3°39'49" AN ARC LENGTH OF 60.75 FEET; THENCE SOUTH 35°24'39" EAST 657.18 FEET; THENCE SOUTH 54°34'21" WEST 500.00 FEET TO THE NORTHEAST RIGHT OF WAY LINE OF FEDERAL AVENUE; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 35°24'14" WEST 68.73 FEET; THENCE NORTH 24°39'09" WEST 203.58 FEET; THENCE NORTH 35°24'41" WEST 100.00 FEET TO THE TRUE POINT OF BEGINNING AND AS SHOWN AS U.S. AIR FORCE AREA ON SHEET (3) OF RECORD OF SURVEY AS RECORDED IN BOOK 180 PAGES 59 TO 63 INCLUSIVE, OF RECORDS OF SURVEYS (COURSES CITED HEREON ARE IN TERMS OF SAID RECORD OF SURVEY), AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF WILSHIRE BOULEVARD, 100 FEET WIDE, AS DESCRIBED IN A DEED RECORDED IN BOOK 7317
PAGE 371 OF OFFICIAL RECORDS, WITH THE NORTHEASTERLY LINE OF FEDERAL AVENUE, 40 FEET WIDE, AS SHOWN ON COUNTY SURVEYOR'S FILED MAP NO. 10261 ON FILE IN THE OFFICE OF THE COUNTY SURVEYORS OF SAID COUNTY; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 35°24'41" EAST 50.56 FEET TO THE SOUTHEASTERLY LINE OF SAID WILSHIRE BOULEVARD; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 46°02'10" EAST 78.88 FEET; THENCE SOUTH 35°24'41" EAST 100.00 FEET; THENCE SOUTH 24°39'09" EAST 203.58 FEET TO A LINE PARALLEL WITH SAID AND DISTANT NORTHEASTERLY 40 FEET FROM THE CENTERLINE OF FEDERAL AVENUE, MEASURED AT RIGHT ANGLES; THENCE ALONG SAID PARALLEL LINE SOUTH 35°24'41" EAST 68.73 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 54°35'21" EAST 400 FEET; THENCE SOUTH 35°24'39" WEST 545.00 FEET; THENCE SOUTH 54°35'21" WEST 400.00 FEET TO THE NORTHEAST RIGHT OF WAY LINE OF FEDERAL AVENUE; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 35°24'41" WEST 545.00 FEET TO THE TRUE POINT OF BEGINNING AND AS SHOWN AS U.S. ARMY AREA ON SHEET (4) OF RECORD OF SURVEY AS RECORDED IN BOOK 180 PAGES 59 TO 63 INCLUSIVE, OF RECORDS OF SURVEYS (COURSES CITED HEREON ARE IN TERMS OF SAID RECORD OF SURVEY), AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF WILSHIRE BOULEVARD, 100 FEET WIDE, AS DESCRIBED IN A DEED RECORDED IN BOOK 7317 PAGE 371 OF OFFICIAL RECORDS, WITH THE NORTHEASTERLY LINE OF FEDERAL AVENUE, 40 FEET WIDE, AS SHOWN ON COUNTY SURVEYOR'S FILED MAP NO. 10261 ON FILE IN THE OFFICE OF THE COUNTY SURVEYORS OF SAID COUNTY; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 35°24'41" EAST 50.56 FEET TO THE SOUTHEASTERLY LINE OF SAID WILSHIRE BOULEVARD; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 46°02'10" EAST 78.88 FEET; THENCE SOUTH 35°24'39" EAST 100.00 FEET; THENCE SOUTH 24°39'09" EAST 203.58 FEET TO A LINE PARALLEL WITH AND DISTANT NORTHEASTERLY 40 FEET FROM THE CENTERLINE OF FEDERAL AVENUE, MEASURED AT RIGHT ANGLES; THENCE ALONG SAID PARALLEL LINE SOUTH 35°24'41" EAST 613.73 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 54°35'21" EAST 400 FEET; THENCE SOUTH 35°24'39" EAST 421.80 FEET TO THE SOUTHERLY BOUNDARY LINE OF SAID "SOLDIERS HOME" AS SAID SOUTHERLY BOUNDARY WAS ESTABLISHED BY THE DEED TO SANTA MONICA LAND & WATER COMPANY RECORDED ON MAY 24, 1900 AS INSTRUMENT NO. 41 IN BOOK 1369 PAGE 104 OF DEEDS; THENCE ALONG SAID BOUNDARY LINE SOUTH 54°34'52" WEST 400.00 FEET TO THE NORTHEAST RIGHT OF WAY LINE OF FEDERAL AVENUE; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 35°24'41" WEST 421.86 FEET TO THE TRUE POINT OF BEGINNING, AND AS SHOWN AS CALIFORNIA NATIONAL GUARD AREA ON PAGE (4) OF RECORD OF SURVEY AS RECORDED IN BOOK 180 PAGES 59 TO 63 INCLUSIVE, OF RECORDS OF SURVEYS (COURSES CITED HEREON ARE IN TERMS OF SAID RECORD OF SURVEY), AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID

October 23, 2020
COUNTY AND AS SAID LAND IS DESCRIBED IN QUITCLAIM DEED RECORDED JANUARY 30, 1961, AS INSTRUMENT NO. 1381 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT PORTION SAID LAND LYING WITH CASTLE GARDEN TRACT, AS PER MAP RECORD IN BOOK 6, PAGE 192 OF MAPS.

ALSO EXCEPT ANY PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF THE LAND CONVEYED BY DEED RECORDED MAY 21, 1907, AS INSTRUMENT NO. 99 IN BOOK 3030, PAGE 294 OF DEEDS.

ALSO EXCEPT PORTION OF SAID LAND INDICATED AS UNITS VI, VII, VIII, AND IX, IN DEED OF EASEMENT, RECORDED JUNE 08, 1955 IN BOOK 48006, PAGE 269 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT PORTION OF SAID LAND DESCRIBED IN DEED RECORDED MAY 31, 1957 IN BOOK 54658, PAGE 262 OF OFFICIAL RECORDS

ALSO EXCEPT PORTION OF SAID LAND DESCRIBED AS PARCEL 1 IN EXHIBIT A IN QUIT CLAIM DEED RECORDED JULY 07, 2010 AS DOCUMENT NUMBER 20100925079 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT PORTION OF SAID LAND DESCRIBED AS PARCEL 1 IN EXHIBIT A IN QUITCLAIM DEED RECORDED JULY 07, 2010 AS DOCUMENT NUMBER 20100925067 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE STATE OF CALIFORNIA IN DEED RECORDED JULY 27, 2004, AS INSTRUMENT NO. 04-1921091, OF OFFICIAL RECORDS.
AMENDMENT

RESTATED AND AMENDED PROPERTY ACCESS AGREEMENT – DUE DILIGENCE ACTIVITIES – DECEMBER 2020
FROM THE U.S. DEPARTMENT OF VETERANS AFFAIRS, TO THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, AT THE WEST LOS ANGELES CAMPUS, IN LOS ANGELES CALIFORNIA

THIS AMENDMENT TO THE RESTATED AND AMENDED PROPERTY ACCESS AGREEMENT ("Agreement") is made and entered into on December 17, 2020 (the "Effective Date"), by and between UNITED STATES OF AMERICA, and its assigns, with an address of 810 Vermont Ave., Washington, DC 20420 ("Government" or "VA") and The Los Angeles County Metropolitan Transportation Authority, with an address of One Gateway Plaza, Los Angeles, CA 90012-2952 ("Metro" or "LACMTA").

A. WHEREAS, Government is the owner of certain real estate, consisting of approximately 388 acres of land, with improvements located thereon, situated in Los Angeles, CA (hereinafter the "Property" or the "WLA Campus"), and known as the Department of Veterans Affairs Greater Los Angeles Medical Center located at 11301 Wilshire Boulevard Los Angeles, CA 90073, described in Exhibit A, attached hereto, and incorporated herewith.

B. WHEREAS, Government granted permission for Metro to enter the Property to perform due diligence investigations ("Due Diligence Activities") within an area of the Property referred to in this Agreement as the "Site", which is depicted in Exhibit A, attached hereto and incorporate herewith.


D. WHEREAS, the Term of the Property Access Agreement – Due Diligence Activities will expire on December 31, 2020

E. WHEREAS, Government is willing to extend the term for Metro to enter the Site for the purpose of performing the Due Diligence Activities.

NOW, THEREFORE, in consideration of the foregoing, and certain valuable non-monetary consideration, the parties hereby amend the Term subject to terms and conditions set forth herein.

1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference.
2. **Term.** The term of this Agreement shall commence on the Effective Date and shall expire on January 31, 2021 (the “Term”) unless earlier terminated by Government and/or Metro as set forth in the Property Access Agreement – Due Diligence Activities.

3. Except as expressly amended hereby, the Property Access Agreement - Due Diligence remains in full force and effect as originally executed. All rights and obligations of the Parties thereunder that are not expressly amended hereby shall remain unchanged.

4. **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for the purposes of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

**METRO:**

Los Angeles County Metropolitan Transportation Authority

By: __________________________

Name: Velma C. Marshall

Title: Deputy Executive Officer - Real Estate

Date: December 15, 2020

**GOVERNMENT:**

UNITED STATES OF AMERICA, and its assigns

By: __________________________

Name: __________________________

Title: __________________________

Date: __________________________
EXHIBIT A
DESCRIPTION OF PROPERTY

PARCEL B: 4365-008-904

A PARCEL OF LAND SITUATE IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING THAT CERTAIN PARCEL OF LAND MARKED "SOLDIERS HOME 300 ACRES", AS SHOWN ON MAP OF THAT PORTION OF THE RANCHO SAN VICENTE SANTA MONICA, KNOWN AS THE VILLA FARMS, RECORDED IN BOOK 70, PAGE 54, ET SEQ., MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID LAND ALSO DESCRIBED IN DEED RECORDED IN BOOK 1122, PAGE 263 OF OFFICIAL RECORDS.

EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF WILSHIRE BOULEVARD, 100 FEET WIDE, AS DESCRIBED IN A DEED RECORDED IN BOOK 7317 PAGE 371 OF OFFICIAL RECORDS, WITH THE NORTH EASTERLY LINE OF FEDERAL AVENUE, 40 FEET WIDE, AS SHOWN ON COUNTY SURVEYOR'S FILED MAP NO. 10261 ON FILE IN THE OFFICE OF THE COUNTY SURVEYORS OF SAID COUNTY; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 35°24'41" EAST 50.56 FEET TO THE SOUTHEASTERLY LINE OF SAID WILSHIRE BOULEVARD; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 46°02'10" EAST 78.88 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE NORTH 46°02'10" EAST 44.33 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°26'25", AN ARC DISTANCE 326.73 FEET; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE NORTH 08°35'45" EAST 128.57 FEET; TO THE BEGINNING OF A TANGENT 950.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3°39'49" AN ARC LENGTH OF 60.75 FEET; THENCE SOUTH 35°24'39" EAST 657.18 FEET; THENCE SOUTH 54°34'21" WEST 500.00 FEET TO THE NORTHEAST RIGHT OF WAY LINE OF FEDERAL AVENUE; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 35°24'14" WEST 68.73 FEET; THENCE NORTH 24°39'09" WEST 203.58 FEET; THENCE NORTH 35°24'41" WEST 100.00 FEET TO THE TRUE POINT OF BEGINNING AND AS SHOWN AS U.S. AIR FORCE AREA ON SHEET (3) OF RECORD OF SURVEY AS RECORDED IN BOOK 180 PAGES 59 TO 63 INCLUSIVE, OF RECORDS OF SURVEYS (COURSES CITED HEREON ARE IN TERMS OF SAID RECORD OF SURVEY), AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF WILSHIRE BOULEVARD, 100 FEET WIDE, AS DESCRIBED IN A DEED RECORDED IN BOOK 7317

December 14, 2020
PAGE 371 OF OFFICIAL RECORDS, WITH THE NORTHEASTERLY LINE OF FEDERAL AVENUE, 40 FEET WIDE, AS SHOWN ON COUNTY SURVEYOR'S FILED MAP NO. 10261 ON FILE IN THE OFFICE OF THE COUNTY SURVEYORS OF SAID COUNTY; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 35°24'41" EAST 50.56 FEET TO THE SOUTHEASTERLY LINE OF SAID WILSHIRE BOULEVARD; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 46°02'10" EAST 78.88 FEET; THENCE SOUTH 35°24'41" EAST 100.00 FEET; THENCE SOUTH 24°39'09" EAST 203.58 FEET TO A LINE PARALLEL WITH SAID AND DISTANT NORTHEASTERLY 40 FEET FROM THE CENTERLINE OF FEDERAL AVENUE, MEASURED AT RIGHT ANGLES; THENCE ALONG SAID PARALLEL LINE SOUTH 35°24'41" EAST 68.73 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 54°35'21" EAST 400 FEET; THENCE SOUTH 35°24'39" WEST 545.00 FEET; THENCE SOUTH 54°35'21" WEST 400.00 FEET TO THE NORTHEAST RIGHT OF WAY LINE OF FEDERAL AVENUE; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 35°24'41" WEST 545.00 FEET TO THE TRUE POINT OF BEGINNING AND AS SHOWN AS U.S. ARMY AREA ON SHEET (4) OF RECORD OF SURVEY AS RECORDED IN BOOK 180 PAGES 59 TO 63 INCLUSIVE, OF RECORDS OF SURVEYS (COURSES CITED HEREON ARE IN TERMS OF SAID RECORD OF SURVEY), AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF WILSHIRE BOULEVARD, 100 FEET WIDE, AS DESCRIBED IN A DEED RECORDED IN BOOK 7317 PAGE 371 OF OFFICIAL RECORDS, WITH THE NORTHEASTERLY LINE OF FEDERAL AVENUE, 40 FEET WIDE, AS SHOWN ON COUNTY SURVEYOR'S FILED MAP NO. 10261 ON FILE IN THE OFFICE OF THE COUNTY SURVEYORS OF SAID COUNTY; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 35°24'41" EAST 50.56 FEET TO THE SOUTHEASTERLY LINE OF SAID WILSHIRE BOULEVARD; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 46°02'10" EAST 78.88 FEET; THENCE SOUTH 35°24'39" EAST 100.00 FEET; THENCE SOUTH 24°39'09" EAST 203.58 FEET TO A LINE PARALLEL WITH AND DISTANT NORTHEASTERLY 40 FEET FROM THE CENTERLINE OF FEDERAL AVENUE, MEASURED AT RIGHT ANGLES; THENCE ALONG SAID PARALLEL LINE SOUTH 35°24'41" EAST 613.73 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 54°35'21" EAST 400 FEET; THENCE SOUTH 35°24'39" EAST 421.80 FEET TO THE SOUTHERLY BOUNDARY LINE OF SAID "SOLDIERS HOME" AS SAID SOUTHERLY BOUNDARY WAS ESTABLISHED BY THE DEED TO SANTA MONICA LAND & WATER COMPANY RECORDED ON MAY 24, 1900 AS INSTRUMENT NO. 41 IN BOOK 1369 PAGE 104 OF DEEDS; THENCE ALONG SAID BOUNDARY LINE SOUTH 54°34'52" WEST 400.00 FEET TO THE NORTHEAST RIGHT OF WAY LINE OF FEDERAL AVENUE; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 35°24'41" WEST 421.86 FEET TO THE TRUE POINT OF BEGINNING, AND AS SHOWN AS CALIFORNIA NATIONAL GUARD AREA ON PAGE (4) OF RECORD OF SURVEY AS RECORDED IN BOOK 180 PAGES 59 TO 63 INCLUSIVE, OF RECORDS OF SURVEYS (COURSES CITED HEREON ARE IN TERMS OF SAID RECORD OF SURVEY), AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
COUNTY AND AS SAID LAND IS DESCRIBED IN QUITCLAIM DEED RECORDED JANUARY 30, 1961, AS INSTRUMENT NO. 1381 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT PORTION SAID LAND LYING WITH CASTLE GARDEN TRACT, AS PER MAP RECORD IN BOOK 6, PAGE 192 OF MAPS.

ALSO EXCEPT ANY PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF THE LAND CONVEYED BY DEED RECORDED MAY 21, 1907, AS INSTRUMENT NO. 99 IN BOOK 3030, PAGE 294 OF DEEDS.

ALSO EXCEPT PORTION OF SAID LAND INDICATED AS UNITS VI, VII, VIII, AND IX, IN DEED OF EASEMENT, RECORDED JUNE 08, 1955 IN BOOK 48006, PAGE 269 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT PORTION OF SAID LAND DESCRIBED IN DEED RECORDED MAY 31, 1957 IN BOOK 54658, PAGE 262 OF OFFICIAL RECORDS

ALSO EXCEPT PORTION OF SAID LAND DESCRIBED AS PARCEL 1 IN EXHIBIT A IN QUITCLAIM DEED RECORDED JULY 07, 2010 AS DOCUMENT NUMBER 20100925079 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT PORTION OF SAID LAND DESCRIBED AS PARCEL 1 IN EXHIBIT A IN QUITCLAIM DEED RECORDED JULY 07, 2010 AS DOCUMENT NUMBER 20100925067 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE STATE OF CALIFORNIA IN DEED RECORDED JULY 27, 2004, AS INSTRUMENT NO. 04-1921091, OF OFFICIAL RECORDS.
AMENDMENT NO 1

RESTATED AND AMENDED PROPERTY ACCESS AGREEMENT
FROM THE U.S. DEPARTMENT OF VETERANS AFFAIRS, TO
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY,
AT THE WEST LOS ANGELES CAMPUS, IN LOS ANGELES CALIFORNIA

THIS AMENDMENT NO 1 OF THE RESTATED AND AMENDED PROPERTY
ACCESS AGREEMENT ("Agreement") is made and entered into on June 29, 2020,
2020 (the "Effective Date"), by and between UNITED STATES OF AMERICA, and its
assigns, with an address of 810 Vermont Ave., Washington, DC 20420 ("Government" or
"VA") and The Los Angeles County Metropolitan Transportation Authority, with an
address of One Gateway Plaza, Los Angeles, CA 90012-2952 ("Metro" or "LACMTA").

A. WHEREAS, Government is the owner of certain real estate, consisting of
approximately 388 acres of land, with improvements located thereon, situated in Los
Angeles, CA (hereinafter the "Property" or the "WLA Campus"), and known as the
Department of Veterans Affairs Greater Los Angeles Medical Center located at 11301
Wilshire Boulevard Los Angeles, CA 90073, described in Exhibit A, attached hereto, and
incorporated herewith.

B. WHEREAS, Government granted permission for Metro to enter the Property to perform due diligence investigations and implement preliminary construction activities ("Preliminary Construction Activities") within an area of the Property referred to in this Agreement as the "Site", which is depicted in Exhibit B-2, attached hereto and incorporate
herewith. The Preliminary Construction Activities shall be for the Purple Line Extension
Project ("Project") and are limited to the scope of work contained in Exhibit B-1, attached
hereto and incorporated herewith, and in the physical locations depicted in Exhibit B-2.

C. WHEREAS, Government and Metro have previously entered into a Restated and Amended Property Access Agreement for Due Diligence Activities and Preliminary Construction Activities within the Property dated January 8, 2020 ("Existing Property Access Agreement"), which has an expiration date of June 30, 2020.

D. WHEREAS, Government is willing to extend the term for Metro to enter the Site for the purpose of performing the Preliminary Construction Activities.

NOW, THEREFORE, in consideration of the foregoing, and certain valuable non-
monetary consideration, the parties hereby amend the Term subject to terms and
conditions set forth herein.

1. Incorporation of Recitals. The foregoing recitals are true and correct and are
hereby incorporated herein by reference.

2. Term. The term of this Agreement shall commence on the Effective Date and shall expire on August 31, 2020 (the "Term") unless earlier terminated by Government and/or
Metro as set forth in the Existing Property Access Agreement.

3. Except as expressly amended hereby, the Existing Property Access Agreement remains in full force and effect as originally executed. All rights and obligations of the Parties thereunder that are not expressly amended hereby shall remain unchanged.

4. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for the purposes of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

METRO:

Los Angeles County Transportation Authority

(b) (6)

By: 

Name: Velma C. Marshall

Title: Deputy Executive Officer

Date: 6/29/20

GOVERNMENT:

UNITED STATES OF AMERICA, and its assigns

(b) (6)

By: 

Name: 

Title: Acting Director Real Property Policy and Programs

Date: June 29, 2020

June 26, 2020
AMENDMENT NO 2

RESTATED AND AMENDED PROPERTY ACCESS AGREEMENT
FROM THE U.S. DEPARTMENT OF VETERANS AFFAIRS, TO
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, AT
THE WEST LOS ANGELES CAMPUS, IN LOS ANGELES CALIFORNIA

THIS AMENDMENT NO 2 OF THE RESTATED AND AMENDED PROPERTY
ACCESS AGREEMENT ("Agreement") is made and entered into on August
31st, 2020 (the "Effective Date"), by and between UNITED STATES OF
AMERICA, and its assigns, with an address of 810 Vermont Ave., Washington, DC 20420
("Government" or "VA") and The Los Angeles County Metropolitan Transportation Authority,
with an address of One Gateway Plaza, Los Angeles, CA 90012-2952 ("Metro" or
"LACMTA").

A. WHEREAS, Government is the owner of certain real estate, consisting of
approximately 388 acres of land, with improvements located thereon, situated in Los
Angeles, CA (hereinafter the "Property" or the "WLA Campus"), and known as the
Department of Veterans Affairs Greater Los Angeles Medical Center located at 11301
Wilshire Boulevard Los Angeles, CA 90073, described in Exhibit A, attached hereto, and
incorporated herewith.

B. WHEREAS, Government granted permission for Metro to enter the Property to
perform due diligence investigations and implement preliminary construction activities ("Preliminary Construction Activities") within an area of the Property referred to as the "Site".

C. WHEREAS, Government and Metro have previously entered into a Restated and
Amended Property Access Agreement for Due Diligence Activities and Preliminary
Construction Activities within the Property dated January 8, 2020, as amended by that
certain Amendment No. 1 thereto dated June 29, 2020 (collectively, the "Existing Property
Access Agreement"), which has an expiration date of August 31, 2020.

D. WHEREAS, Government is willing to extend the term for Metro to enter the Site,
which is depicted in Exhibit B-2, for the purpose of performing the Preliminary Construction
Activities for the Purple Line Extension Project ("Project"), set forth in the scope of work
contained in Exhibit B-1, in the physical locations depicted in Exhibit B-2.

NOW, THEREFORE, in consideration of the foregoing, and certain valuable non-
monetary consideration, the parties hereby amend the Term subject to terms and conditions
set forth herein.

1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby
incorporated herein by reference.

2. Term. The Term of the Existing Property Access Agreement shall commence on the
Effective Date and shall expire on October 30, 2020 (the "Term") unless earlier terminated
by Government and/or Metro as set forth in the Existing Property Access Agreement.
3. Exhibits. Exhibit B-1 and Exhibit B-2 of the Existing Property Access Agreement are replaced by Exhibit B-1 and Exhibit B-2 attached hereto and incorporated herein by this reference.

4. Except as expressly amended hereby, the Existing Property Access Agreement remains in full force and effect as originally executed. All rights and obligations of the Parties thereunder that are not expressly amended hereby shall remain unchanged.

5. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for the purposes of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

**METRO:**

Los Angeles County Transportation Authority

By: 

(b) (6) __

Name: Velma C. Marshall  

Title: Deputy Executive Officer  

Date: August 28, 2020  

**GOVERNMENT:**

UNITED STATES OF AMERICA, and its assigns

By: 

(b) (6) __

Name: Matthew Leddy  

Title: Acting Director Real Property Policy and Programs  

Date: August 31, 2020
EXHIBIT A
DESCRIPTION OF PROPERTY

PARCEL B: 4365-008-904

A PARCEL OF LAND SITUATE IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING THAT CERTAIN PARCEL OF LAND MARKED "SOLDIERS HOME 300 ACRES" AS SHOWN ON MAP OF THAT PORTION OF THE RANCHO SAN VICENTE SANTA MONICA, KNOWN AS THE VILLA FARMS, RECORDED IN BOOK 70, PAGE 54, ET SEQ., MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID LAND ALSO DESCRIBED IN DEED RECORDED IN BOOK 1122, PAGE 263 OF OFFICIAL RECORDS.

EXCEPT THERE FROM THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

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HOME" AS SAID SOUTHERLY BOUNDARY WAS ESTABLISHED BY THE DEED TO SANTA
MONICA LAND & WATER COMPANY RECORDED ON MAY 24, 1900 AS INSTRUMENT NO. 41
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ALSO EXCEPT PORTION SAID LAND LYING WITH CASTLE GARDEN TRACT, AS PER MAP
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ALSO EXCEPT ANY PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF THE LAND
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ALSO EXCEPT PORTION OF SAID LAND DESCRIBED IN DEED RECORDED MAY 31, 1957 IN BOOK 54658, PAGE 262 OF OFFICIAL RECORDS

ALSO EXCEPT PORTION OF SAID LAND DESCRIBED AS PARCEL 1 IN EXHIBIT A IN QUIT CLAIM DEED RECORDED JULY 07, 2010 AS DOCUMENT NUMBER 20100925079 OF OFFICIAL RECORDS OF SAID COUNTY.

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ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE STATE OF CALIFORNIA IN DEED RECORDED JULY 27, 2004, AS INSTRUMENT NO. 04-1921091, OF OFFICIAL RECORDS.
EXHIBIT B-1
PRELIMINARY CONSTRUCTION ACTIVITIES

Subject to the terms of this Agreement, the activities and services described in this Exhibit B-1 relating to Preliminary Construction Activities may be performed on Metro's behalf by Metro, Metro's Contractor(s), or their Subcontractors.

1. Construction staging and site mobilization.
2. Installation of curb cuts, temporary roadways, construction surface and driveways.
3. Installation of directional signs and project identity signage.
4. Mobilization of equipment (cranes, excavator, etc.).
5. Erection of fencing, gates, and noise barrier walls.
6. Clearing and grubbing.
7. Installation of storm drain relocation and USAR connections including trenching and shoring.
8. Installation of temporary site utilities – water, sewer, drainage (LID, SUSMP), power (duct, switchgear).
9. Site grading including removal of surface material or backfill to obtain drainage slopes.
10. Installation of site Lighting and foundations.
11. Site security provisions, including guard booths.
12. Installation of dewatering wells, pumps, and instrumentation.
13. Installation of electrical generators, electrical switchgear, trenching for power cables and associated work.
14. Installation of site offices, dry house including foundations.
15. Other temporary construction equipment and facilities.
16. Installation of temporary support-of-excavation piles for the Tail Track Exit Shaft.
17. Excavation of the temporary Tail Track Exit Shaft and installation of excavation support systems.
18. Installation of temporary support-of-excavation piles for the Station End Walls.

(b) (5)
Subject to the terms and Agreement, the Preliminary Construction Activities are limited to Area A, Area B, Area C, and Area D and which are depicted in the Site Map shown below.
AMENDMENT NO. 3 TO

RESTATED AND AMENDED PROPERTY ACCESS AGREEMENT
FROM THE U.S. DEPARTMENT OF VETERANS AFFAIRS, TO
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY,
AT THE WEST LOS ANGELES CAMPUS, IN LOS ANGELES CALIFORNIA

THIS AMENDMENT NO. 3 TO THE RESTATED AND AMENDED PROPERTY
ACCESS AGREEMENT ("Agreement") is made and entered into on October, 27 2020 (the
"Effective Date"), by and between UNITED STATES OF AMERICA, and its assigns, with
an address of 810 Vermont Ave., Washington, DC 20420 ("Government" or "VA") and
The Los Angeles County Metropolitan Transportation Authority, with an address of One
Gateway Plaza, Los Angeles, CA 90012-2952 ("Metro" or "LACMTA").

A. WHEREAS, Government is the owner of certain real estate, consisting of
approximately 388 acres of land, with improvements located thereon, situated in Los
Angeles, CA (hereinafter the "Property" or the "WLA Campus"), and known as the
Department of Veterans Affairs Greater Los Angeles Medical Center located at 11301
Wilshire Boulevard Los Angeles, CA 90073, described in Exhibit A, attached hereto, and
incorporated herewith.

B. WHEREAS, Government granted permission for Metro to enter the Property to
perform due diligence investigations and implement preliminary construction activities
("Preliminary Construction Activities") within an area of the Property referred to in this
Agreement as the "Site", which is depicted in Exhibit B-2, attached hereto and incorporate
herewith. The Preliminary Construction Activities shall be for the Purple Line Extension
Project ("Project") and are limited to the scope of work contained in Exhibit B-1, attached
hereto and incorporated herewith, and in the physical locations depicted in Exhibit B-2.

C. WHEREAS, Government and Metro have previously entered into a Restated and
Amended Property Access Agreement for Due Diligence Activities and Preliminary
Construction Activities within the Property dated January 8, 2020 ("Existing Property
Access Agreement"), as amended by that certain Amendment No. 1 thereto dated June
29, 2020 and that certain Amendment No. 2 thereto dated August 31, 2020 (collectively,
the "Existing Property Access Agreement"), which has an expiration date of October 30,
2020.

D. WHEREAS, Government and Metro previously entered into that certain
Memorandum of Understanding dated March 29, 2019 (the "MOU") and, of even date
herewith, the parties have executed an amendment to the MOU to memorialize the
progress of negotiations and the current terms and conditions which were originally
contemplated in the MOU. Government is willing to extend the term for Metro to enter
the Site which is depicted in Exhibit B-2, for the purpose of performing the Preliminary
Construction Activities for the Purple Line Extension Project ("Project"), set forth in the
scope of work contained in Exhibit B-1, in the physical locations depicted in Exhibit B-2.

October 16, 2020 Page 1 of 11
NOW, THEREFORE, in consideration of the foregoing, and certain valuable non-monetary consideration, the parties hereby amend the Term subject to terms and conditions set forth herein.

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. **Term.** The term of this Agreement shall commence on the Effective Date and shall expire on December 31, 2020 (the “Term”) unless earlier terminated by Government and/or Metro as set forth in the Existing Property Access Agreement.

3. Subject to the terms of this Agreement, the activities and services described in Exhibit B-1 attached hereto relating to Preliminary Construction Activities may be performed on Metro's behalf by Metro, Metro's Contractor(s), or their Subcontractors. Area G (Bonsall Ave.) will be used for site access and utility work. Unimpeded two-way access will be provided at all times. No work shall be performed in Area F, (Lot 42) until refurbishment of the interim surface parking areas to be utilized by VA for patient, staff and visitor parking are completed and the shuttle bus/ground transportation service is operational ("Lot 42 Conditions"), which is estimated to occur on November 16, 2020. Areas A through F are presented in Exhibit B-2 attached hereto.

4. Except as expressly amended hereby, the Existing Property Access Agreement remains in full force and effect as originally executed. All rights and obligations of the Parties thereunder that are not expressly amended hereby shall remain unchanged.

5. **Counterparts: Electronic Signatures.** This Agreement may be executed in counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for the purposes of this Agreement.

[Signatures contained on following page]
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

METRO:

Los Angeles County Metropolitan Transportation Authority

(b) (6) ___

By: 

Name: Velma C. Marshall

Title: Deputy Executive Officer - Real Estate

Date: October 23, 2020

GOVERNMENT:

UNITED STATES OF AMERICA, and its assigns

By: 

Name: 

Title: Acting Associate Executive Director

Date: October 27, 2020
EXHIBIT A
DESCRIPTION OF PROPERTY

PARCEL B: 4365-008-904

A PARCEL OF LAND SITUATE IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING THAT CERTAIN PARCEL OF LAND MARKED "SOLDIERS HOME 300 ACRES", AS SHOWN ON MAP OF THAT PORTION OF THE RANCHO SAN VICENTE SANTA MONICA, KNOWN AS THE VILLA FARMS, RECORDED IN BOOK 70, PAGE 54, ET SEQ., MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID LAND ALSO DESCRIBED IN DEED RECORDED IN BOOK 1122, PAGE 263 OF OFFICIAL RECORDS.

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EXHIBIT B-1
PRELIMINARY CONSTRUCTION ACTIVITIES

Subject to the terms of this Agreement, the activities and services described in this Exhibit B-1 relating to Preliminary Construction Activities may be performed on Metro’s behalf by Metro, Metro’s Contractor(s), or their Subcontractors. Area G (Bonsall Ave.) will be used for site access and utility work. Unimpeded two-way access will be provided at all times. No work shall be performed in Area F, (Lot 42) until refurbishment of the interim surface parking areas to be utilized by VA for patient, staff and visitor parking are completed and the shuttle bus/ground transportation service is operational (“Lot 42 Conditions”), which is estimated to occur on November 16, 2020. Areas A through F below are presented in Exhibit B-2.
<table>
<thead>
<tr>
<th>Preliminary Construction Activities [EXHIBIT B-1]</th>
<th>Area A</th>
<th>Area B</th>
<th>Area C</th>
<th>Area D</th>
<th>Area E</th>
<th>Area F</th>
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</tr>
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<tbody>
<tr>
<td>7. Installation of storm drain relocation including trenching and shoring. in Historic District. [Area, C (adjacent)]</td>
<td>Not Permitted</td>
<td>Not Permitted</td>
<td>Permitted</td>
<td>Not Permitted</td>
<td>Not Permitted</td>
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<td>8. Installation of temporary site utilities – water, sewer, drainage (LID, SUSMP), power (duct, switchgear).</td>
<td>Not Permitted</td>
<td>Permitted</td>
<td>Not Permitted</td>
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<td>9. Site grading including removal of surface material or backfill to obtain drainage slopes.</td>
<td>Not Permitted</td>
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<td>Not Permitted</td>
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<td>17. Excavation of the temporary Tail Track Exit Shaft and installation of excavation support systems.</td>
<td>Not Permitted</td>
<td>Permitted</td>
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<tr>
<td>19. Testing and commissioning of Tunnel Boring Machines to establish operating parameters for production of running tunnels that shall not exceed a preliminary tunnel excavation of 526 feet to fully assemble the Tunnel Boring Machines. [Area D Subsurface Only]</td>
<td>Not Permitted</td>
<td>Permitted</td>
<td>Not Permitted</td>
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<tr>
<td>20. Tunnel Boring Machine test area (Section 2) that shall not exceed a length of 1,174 feet, as indicated in Exhibit B-2 Area E. [Area E Subsurface Only]</td>
<td>Not Permitted</td>
<td>Permitted</td>
<td>Not Permitted</td>
<td>Permitted</td>
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Subject to the terms of this Agreement, the Preliminary Construction Activities are limited to Area A, Area B, Area C, Area D, Area E, Area F, and Area G and which are depicted in the Site Map shown below.
AMENDMENT NO. 4 TO
RESTATED AND AMENDED PROPERTY ACCESS AGREEMENT
FROM THE U.S. DEPARTMENT OF VETERANS AFFAIRS, TO
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY,
AT THE WEST LOS ANGELES CAMPUS, IN LOS ANGELES CALIFORNIA

THIS AMENDMENT NO. 4 TO THE RESTATED AND AMENDED PROPERTY
ACCESS AGREEMENT ("Agreement") is made and entered into on December 17, 2020
(the "Effective Date"), by and between UNITED STATES OF AMERICA, and its assigns,
with an address of 810 Vermont Ave., Washington, DC 20420 ("Government" or "VA")
and The Los Angeles County Metropolitan Transportation Authority, with an address of
One Gateway Plaza, Los Angeles, CA 90012-2952 ("Metro" or "LACMTA").

A. WHEREAS, Government is the owner of certain real estate, consisting of
approximately 388 acres of land, with improvements located thereon, situated in Los
Angeles, CA (hereinafter the "Property" or the "WLA Campus"), and known as the
Department of Veterans Affairs Greater Los Angeles Medical Center located at 11301
Wilshire Boulevard Los Angeles, CA 90073, described in Exhibit A, attached hereto, and
incorporated herewith.

B. WHEREAS, Government granted permission for Metro to enter the Property to
perform due diligence investigations and implement preliminary construction activities
("Preliminary Construction Activities") within an area of the Property referred to in this
Agreement as the "Site", which is depicted in Exhibit B-2, attached hereto and incorporate
herewith. The Preliminary Construction Activities shall be for the Purple Line Extension
Project ("Project") and are limited to the scope of work contained in Exhibit B-1, attached
hereto and incorporated herewith, and in the physical locations depicted in Exhibit B-2.

C. WHEREAS, Government and Metro have previously entered into a Restated and
Amended Property Access Agreement for Due Diligence Activities and Preliminary
Construction Activities within the Property dated January 8, 2020 ("Existing Property
Access Agreement"), as amended by that certain Amendment No. 1 thereto dated June
29, 2020, that certain Amendment No. 2 thereto dated August 31, 2020, and that certain
Amendment No. 3 thereto dated October 27, 2020, which has an expiration date of
December 31, 2020, (collectively, the "Existing Property Access Agreement").

D. WHEREAS, Government and Metro previously entered into that certain
Memorandum of Understanding dated March 29, 2019 (the "MOU") and, of even date
herewith, the parties have executed an amendment to the MOU to memorialize the
progress of negotiations and the current terms and conditions which were originally
contemplated in the MOU. Government is willing to extend the term for Metro to enter
the Site which is depicted in Exhibit B-2, for the purpose of performing the Preliminary
Construction Activities for the Purple Line Extension Project ("Project"), set forth in the
scope of work contained in Exhibit B-1, in the physical locations depicted in Exhibit B-2.

December 14, 2020
NOW, THEREFORE, in consideration of the foregoing, and certain valuable non-monetary consideration, the parties hereby amend the Term subject to terms and conditions set forth herein.

1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. Term. The term of this Agreement shall commence on the Effective Date and shall expire on January 31, 2021 (the “Term”) unless earlier terminated by Government and/or Metro as set forth in the Existing Property Access Agreement.

3. Subject to the terms of this Agreement, the activities and services described in Exhibit B-1 attached hereto relating to Preliminary Construction Activities may be performed on Metro’s behalf by Metro, Metro’s Contractor(s), or their Subcontractors. Area G (Bonsall Ave.) will be used for site access and utility work. Unimpeded two-way access will be provided at all times. No work shall be performed in Area F, (Lot 42) until refurbishment of the interim surface parking areas to be utilized by VA for patient, staff and visitor parking are completed and the shuttle bus/ground transportation service is operational (“Lot 42 Conditions”). Work started in Area F on November 30, 2020 as the Lot 42 Conditions have been met. Areas A through F are presented in Exhibit B-2 attached hereto.

4. Except as expressly amended hereby, the Existing Property Access Agreement remains in full force and effect as originally executed. All rights and obligations of the Parties thereunder that are not expressly amended hereby shall remain unchanged.

5. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for the purposes of this Agreement.

[Signatures contained on following page]
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

METRO:

Los Angeles County Metropolitan Transportation Authority

By: (b) (6) __

Name: Velma C. Marshall
Title: Deputy Executive Officer - Real Estate
Date: December 15, 2020

GOVERNMENT:

UNITED STATES OF AMERICA, and its assigns

By: ________________________________

Name: ______________________________
Title: ______________________________
Date: ______________________________
EXHIBIT A
DESCRIPTION OF PROPERTY

PARCEL B: 4365-008-904

A PARCEL OF LAND SITUATE IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING THAT CERTAIN PARCEL OF LAND MARKED "SOLDIERS HOME 300 ACRES", AS SHOWN ON MAP OF THAT PORTION OF THE RANCHO SAN VICENTE SANTA MONICA, KNOWN AS THE VILLA FARMS, RECORDED IN BOOK 70, PAGE 54, ET SEQ., MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID LAND ALSO DESCRIBED IN DEED RECORDED IN BOOK 1122, PAGE 263 OF OFFICIAL RECORDS.

EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF WILSHIRE BOULEVARD, 100 FEET WIDE, AS DESCRIBED IN A DEED RECORDED IN BOOK 7317 PAGE 371 OF OFFICIAL RECORDS, WITH THE NORTH EASTERLY LINE OF FEDERAL AVENUE, 40 FEET WIDE, AS SHOWN ON COUNTY SURVEYOR'S FILED MAP NO. 10261 ON FILE IN THE OFFICE OF THE COUNTY SURVEYORS OF SAID COUNTY; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 35°24'41" EAST 50.56 FEET TO THE SOUTHEASTERLY LINE OF SAID WILSHIRE BOULEVARD; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 46°02'10" EAST 78.88 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE NORTH 46°02'10" EAST 44.33 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°26'25", AN ARC DISTANCE 326.73 FEET; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE NORTH 08°35'45" EAST 128.57 FEET; TO THE BEGINNING OF A TANGENT 950.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3°39'49" AN ARC LENGTH OF 60.75 FEET; THENCE SOUTH 35°24'39" EAST 657.18 FEET; THENCE SOUTH 54°34'21" WEST 500.00 FEET TO THE NORTHEAST RIGHT OF WAY LINE OF FEDERAL AVENUE; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 35°24'14" WEST 68.73 FEET; THENCE NORTH 24°39'09" WEST 203.58 FEET; THENCE NORTH 35°24'41" WEST 100.00 FEET TO THE TRUE POINT OF BEGINNING AND AS SHOWN AS U.S. AIR FORCE AREA ON SHEET (3) OF RECORD OF SURVEY AS RECORDED IN BOOK 180 PAGES 59 TO 63 INCLUSIVE, OF RECORDS OF SURVEYS (COURSES CITED HEREON ARE IN TERMS OF SAID RECORD OF SURVEY), AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF WILSHIRE BOULEVARD, 100 FEET WIDE, AS DESCRIBED IN A DEED RECORDED IN BOOK 7317

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PAGE 371 OF OFFICIAL RECORDS, WITH THE NORTHEASTERLY LINE OF FEDERAL AVENUE, 40 FEET WIDE, AS SHOWN ON COUNTY SURVEYOR'S FILED MAP NO. 10261 ON FILE IN THE OFFICE OF THE COUNTY SURVEYORS OF SAID COUNTY; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 35°24'41" EAST 50.56 FEET TO THE SOUTHEASTERLY LINE OF SAID WILSHIRE BOULEVARD; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 46°02'10" EAST 78.88 FEET; THENCE SOUTH 35°24'41" EAST 100.00 FEET; THENCE SOUTH 24°39'09" EAST 203.58 FEET TO A LINE PARALLEL WITH SAID AND DISTANT NORTHEASTERLY 40 FEET FROM THE CENTERLINE OF FEDERAL AVENUE, MEASURED AT RIGHT ANGLES; THENCE ALONG SAID PARALLEL LINE SOUTH 35°24'41" EAST 68.73 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 54°35'21" EAST 400 FEET; THENCE SOUTH 35°24'39" WEST 545.00 FEET; THENCE SOUTH 54°35'21" WEST 400.00 FEET TO THE NORTHEAST RIGHT OF WAY LINE OF FEDERAL AVENUE; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 35°24'41" WEST 545.00 FEET TO THE TRUE POINT OF BEGINNING AND AS SHOWN AS U.S. ARMY AREA ON SHEET (4) OF RECORD OF SURVEY AS RECORDED IN BOOK 180 PAGES 59 TO 63 INCLUSIVE, OF RECORDS OF SURVEYS (COURSES CITED HEREON ARE IN TERMS OF SAID RECORD OF SURVEY), AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF WILSHIRE BOULEVARD, 100 FEET WIDE, AS DESCRIBED IN A DEED RECORDED IN BOOK 7317 PAGE 371 OF OFFICIAL RECORDS, WITH THE NORTHEASTERLY LINE OF FEDERAL AVENUE, 40 FEET WIDE, AS SHOWN ON COUNTY SURVEYOR'S FILED MAP NO. 10261 ON FILE IN THE OFFICE OF THE COUNTY SURVEYORS OF SAID COUNTY; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 35°24'41" EAST 50.56 FEET TO THE SOUTHEASTERLY LINE OF SAID WILSHIRE BOULEVARD; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 46°02'10" EAST 78.88 FEET; THENCE SOUTH 35°24'39" EAST 100.00 FEET; THENCE SOUTH 24°39'09" EAST 203.58 FEET TO A LINE PARALLEL WITH AND DISTANT NORTHEASTERLY 40 FEET FROM THE CENTERLINE OF FEDERAL AVENUE, MEASURED AT RIGHT ANGLES; THENCE ALONG SAID PARALLEL LINE SOUTH 35°24'41" EAST 613.73 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 54°35'21" EAST 400 FEET; THENCE SOUTH 35°24'39" EAST 421.80 FEET TO THE SOUTHERLY BOUNDARY LINE OF SAID "SOLDIERS HOME" AS SAID SOUTHERLY BOUNDARY WAS ESTABLISHED BY THE DEED TO SANTA MONICA LAND & WATER COMPANY RECORDED ON MAY 24, 1900 AS INSTRUMENT NO. 41 IN BOOK 1369 PAGE 104 OF DEEDS; THENCE ALONG SAID BOUNDARY LINE SOUTH 54°34'52" WEST 400.00 FEET TO THE NORTHEAST RIGHT OF WAY LINE OF FEDERAL AVENUE; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 35°24'41" WEST 421.86 FEET TO THE TRUE POINT OF BEGINNING, AND AS SHOWN AS CALIFORNIA NATIONAL GUARD AREA ON PAGE (4) OF RECORD OF SURVEY AS RECORDED IN BOOK 180 PAGES 59 TO 63 INCLUSIVE, OF RECORDS OF SURVEYS (COURSES CITED HEREON ARE IN TERMS OF SAID RECORD OF SURVEY), AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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COUNTY AND AS SAID LAND IS DESCRIBED IN QUITCLAIM DEED RECORDED JANUARY 30, 1961, AS INSTRUMENT NO. 1381 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT PORTION SAID LAND LYING WITH CASTLE GARDEN TRACT, AS PER MAP RECORD IN BOOK 6, PAGE 192 OF MAPS.

ALSO EXCEPT ANY PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF THE LAND CONVEYED BY DEED RECORDED MAY 21, 1907, AS INSTRUMENT NO. 99 IN BOOK 3030, PAGE 294 OF DEEDS.

ALSO EXCEPT PORTION OF SAID LAND INDICATED AS UNITS VI, VII, VIII, AND IX, IN DEED OF EASEMENT, RECORDED JUNE 08, 1955 IN BOOK 48006, PAGE 269 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT PORTION OF SAID LAND DESCRIBED IN DEED RECORDED MAY 31, 1957 IN BOOK 54658, PAGE 262 OF OFFICIAL RECORDS

ALSO EXCEPT PORTION OF SAID LAND DESCRIBED AS PARCEL 1 IN EXHIBIT A IN QUITCLAIM DEED RECORDED JULY 07, 2010 AS DOCUMENT NUMBER 20100925079 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT PORTION OF SAID LAND DESCRIBED AS PARCEL 1 IN EXHIBIT A IN QUITCLAIM DEED RECORDED JULY 07, 2010 AS DOCUMENT NUMBER 20100925067 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE STATE OF CALIFORNIA IN DEED RECORDED JULY 27, 2004, AS INSTRUMENT NO. 04-1921091, OF OFFICIAL RECORDS.

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EXHIBIT B-1
PRELIMINARY CONSTRUCTION ACTIVITIES

Subject to the terms of this Agreement, the activities and services described in this Exhibit B-1 relating to Preliminary Construction Activities may be performed on Metro's behalf by Metro, Metro's Contractor(s), or their Subcontractors. Area G (Bonsall Ave.) will be used for site access and utility work. Unimpeded two-way access will be provided at all times. No work shall be performed in Area F, (Lot 42) until refurbishment of the interim surface parking areas to be utilized by VA for patient, staff and visitor parking are completed and the shuttle bus/ground transportation service is operational ("Lot 42 Conditions"). Work started in Area F on November 30, 2020 as the Lot 42 Conditions have been met. Areas A through F below are presented in Exhibit B-2.