

Assessor Parcel Number 4365-008-904
Purple Line Westside Subway
Extension Project, Section 3

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Los Angeles County Metropolitan
Transportation Authority
1 Gateway Plaza, Mail Stop 99-22-8
Los Angeles, CA 90012
Attn: Deputy Executive Officer – Real Estate

EASEMENT AGREEMENT

This Easement Agreement (“**Easement Agreement**”) is made this 17th day of May, 2021 (hereinafter referred to as the “**Effective Date**”) by and between the U.S. Department of Veterans Affairs (“**VA**” or “**Grantor**”), acting for and on behalf of the United States of America (“**Government**”) and the Los Angeles County Metropolitan Transportation Authority, a public agency existing under the authority of the State of California (“**LACMTA**” or “**Grantee**”), for that certain real property listed and shown on Exhibit A, and legally described and depicted in Exhibits A-1 and A-2, and all of the structures, improvements, utilities, fixtures, infrastructure, and any other improvements that are located, constructed, erected or placed thereon (“**Easement Property**”). Grantor and Grantee are sometimes also referred to in this Easement Agreement collectively as “**Parties**” or individually as a “**Party**”.

RECITALS

A. **WHEREAS**, VA is the owner of that certain real property, consisting of approximately 388 acres of land, comprised of three legal parcels, with improvements located thereon, situated in the County of Los Angeles, California, commonly identified as 11301 Wilshire Boulevard, Los Angeles, CA 90073 (“**WLA Campus**”), as described and depicted in Exhibit B. The southernmost legal parcel within the WLA Campus contains approximately 209.20 acres of land with improvements located thereon and is designated by Assessor Parcel Number 4365-008-904 (“**Legal Parcel Containing Easement Property**”), as described and depicted in Exhibit C. The main hospital, Building 500 located on the Easement Property Legal Parcel, is commonly known as the VA Greater Los Angeles Medical Center (“**Medical Center**”); and

B. **WHEREAS**, the WLA Campus, and any actions taken by VA relating to the WLA Campus, 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”), which is contained in Exhibit D-1, as amended by S.3479 (**“Extender Bill”**) attached as Exhibit D-2; 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; and

C. **WHEREAS**, Grantee is designing, constructing, and will be operating the Westside Purple Line Extension Project, Section 3 (**“Project”**). The Project will include the construction, maintenance, repair, and operation of a subway station and related facilities, comprising of a surface level and subsurface level transit facility, a subsurface level transit tunnel, entrances and other appurtenances including but not limited to tunnels, supports, rails, air circulation systems, air pressure relief systems and equipment, blast relief shafts, safety and emergency systems, and electric transmission and communication lines (collectively, the **“Transit Facilities”**) located on the WLA Campus within the northern portion of the Medical Center parking lot containing approximately 418 parking spaces (**“Parking Lot 42”**) and adjacent areas, immediately adjacent and south of Wilshire Boulevard; and

D. **WHEREAS**, the Federal Transit Administration (**“FTA”**) and Grantee have completed an Environmental Impact Statement and Environmental Impact Report (**“EIS/EIR”**) and FTA 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.*); and

E. **WHEREAS**, as part of compliance with the NEPA, the FTA **and** Grantee have completed a December 2018 Final 130(c) Environmental Technical Memorandum, evaluating certain Project refinements and changed conditions in accordance with 23 C.F.R. § 771.130(c) (the **“130(c)”**); and

F. **WHEREAS**, FTA executed a Memorandum of Agreement (**“MOA”**) on March 7, 2012, with Grantee 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.*), amended the MOA effective November 25, 2019 to include VA and the Advisory Council on Historic Preservation as signatories (**“MOA First Amendment”**), and amended the MOA effective November 6, 2020 (**“MOA Second Amendment”**), collectively the **“MOA Amendments”**; and

G. **WHEREAS**, Grantee has determined that temporary and perpetual easements within the Easement Property are required by Grantee to construct and operate the Transit Facilities, which is a public use; and

H. **WHEREAS**, VA has determined that granting such easements constitutes a federal action for which compliance with NEPA is required and VA issued a Record of Decision on December 19, 2019 (**“2019 Record of Decision”**); and

I. **WHEREAS**, VA has determined, under the authority contained in Section 2(e) of the West LA Leasing Act and 38 U.S.C. § 8124, that granting such easements is advantageous to the Government upon such terms and conditions deemed advisable by the

Secretary and contained in this Easement Agreement, including but not limited to Grantee's indemnification of VA against all liability resulting from Grantee's use of the Easement Property and the WLA Campus, as more specifically provided in Paragraph 10 of this Easement Agreement and Article 21 of the Appendix to this Easement Agreement;

J. **WHEREAS**, the Parties have entered into a Restated and Amended Property Access Agreement dated November 27, 2019, as amended, and a Restated and Amended Property Access Agreement dated January 8, 2020, as amended, collectively the "**Restated and Amended Property Access Agreements**" to provide LACMTA with access to designated portions of the WLA Campus prior to the execution of this Easement Agreement for due diligence and preliminary construction activities relating to the Project;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, receipt of which is hereby acknowledged and accepted, the Easement Agreement is granted subject to the following conditions and provisions:

1. The paragraphs above are hereby repeated and incorporated herein.

2. Grantor, under and by virtue of the authority contained in the West LA Leasing Act, having determined that it will not be adverse to the interests of the United States, does hereby grant and convey, for and in consideration as set forth in Article 2 of the Appendix to this Easement Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, without covenant or warranty of any kind except as set forth in this Easement Agreement, and subject to the conditions hereinafter stated, unto Grantee, its successors and assigns, the Easement Property listed and shown on Exhibit A (Table of Easement Property; Depiction of Easement Property), further detailed as follows:

A. Grantee's exclusive and non-exclusive licensed use of the Easement Property commenced on January 8, 2020 and October 1, 2020 pursuant to the terms and conditions of the Restated and Amended Property Access Agreements. The Grant of Easements for the Easement Property is the Effective Date of this Easement Agreement.

B. The perpetual easements necessary for the construction, operation, and maintenance of the Transit Facilities (the "**Perpetual Easement**");

C. The temporary construction easements necessary for the construction of the Transit Facilities (the "**Temporary Construction Easements**" or "**TCE**"); and

D. Together with the right of ingress and egress on, over, and through Grantor's above described land for the purpose of access for the construction, maintenance, repair, and operation of Transit Facilities and all purposes necessary and incident to the exercise by Grantee of the rights granted hereunder (collectively, the "**Easements**").

E. The Easement Property subject to the Perpetual Easement may be referred to as the “**Perpetual Easement Property**”, as legally described and depicted on Exhibit A-1, attached hereto and incorporated herein by this reference; and the part subject to the TCE may be referred to as the “**TCE Property**”, as legally described and depicted on Exhibit A-2, attached hereto and incorporated herein by this reference. Grantee intends and desires to record this Easement Agreement among the land records of Los Angeles County, State of California.

3. The term of the grant of the Perpetual Easement shall be in perpetuity, commencing on the Perpetual Easement Start Date for each respective Perpetual Easement Parcel as set forth in the List of Easement Property attached as Exhibit A (“**Perpetual Easement Term**”).

4. The term of the grant of the TCE shall commence on the respective “TCE Start Dates” given for each respective TCE Parcel as set forth in the List of Easement Property attached as Exhibit A (each such date, a “**TCE Start Date**”), and expire, as to each respective TCE Property parcel, on the respective “TCE End Date” set forth in the List of Easement Property attached as Exhibit A (the “**TCE Term**”). The TCE Term for each respective TCE Property parcel may be extended for two (2) extension terms, for a period of up to 12 months each (each, an “**Extension Term**”) by written request from the Grantee to Grantor, which Grantor may grant at its discretion, which grant will not be unreasonably withheld, provided at least ninety (90) calendar days prior to expiration of the then-applicable TCE Term expiration date. The consideration for the Extension Terms (“**Extension Terms Consideration**”) shall be calculated based upon annual payments equal to \$5.26 for each square foot of the land area within each TCE Property parcel as of the applicable Easement Start Date, plus the addition of annual increases equal to two percent (2.0%) for time period that will have elapsed between the TCE Start Date and the commencement date for each Extension Option. By way of example the table below provides an example of the Extension Term Consideration calculations.

Period	Annual Inflation	\$ / Parcel Sq. Ft.	Parcel Sq. Ft.	Annual Payment
Year 1	0.0%	\$5.26	10,000	\$52,600.00
Year 2	2.0%	\$5.37	10,000	\$53,700.00
Year 3	2.0%	\$5.48	10,000	\$54,800.00
Year 4	2.0%	\$5.59	10,000	\$55,900.00
Year 5	2.0%	\$5.70	10,000	\$57,000.00
Year 6	2.0%	\$5.81	10,000	\$58,100.00
Year 7	2.0%	\$5.93	10,000	\$59,300.00
Year 8	2.0%	\$6.05	10,000	\$60,500.00
Year 9	2.0%	\$6.17	10,000	\$61,700.00
Year 10	2.0%	\$6.29	10,000	\$62,900.00

The Consideration for each Extension Term shall be paid in full at the beginning of each Extension Term.

5. The Easements are granted, and the Easement Agreement is entered into, in accordance with applicable Federal law, including but not limited to section 2(e)(1)(A) of the West LA Leasing Act and 38 U.S.C. § 8124 as to VA, and California Public Utilities Code §§ 30600 and 30631, as to Grantee, and the Easements are granted subject to the conditions and provisions set forth in this Easement Agreement. Grantee shall coordinate with VA to ensure compliance with Federal Management Regulations and VA Handbook 7348 with respect to the handling and/or disposition of all Federal property affected by the Project and the Transit Facilities.

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, 1) a failure to comply with the terms and conditions of this Easement Agreement following written notice from VA and failure of Grantee to cure in accordance with the cure periods specified in Article 18 of the Appendix to this Easement Agreement, 2) a non-use of the Easement(s) for a consecutive two (2) year period for the purpose for which the Easements were granted, or 3) an abandonment of the Easements. Under 38 U.S.C. § 8124 and section 2(e)(3) of the West LA Leasing Act, the Easements shall be terminated upon abandonment or nonuse of the same, and all right, title, and interest in the land covered thereby shall thereupon revert to the United States or its assignee.

7. The Government reserves unto itself rights for all purposes across, over, or under the Easement Property; such rights, however, to be exercised in a manner that will not interfere with the use and enjoyment by the Grantee of said Easement Property, including but not limited to the construction of the Transit Facilities and operation of the Project including the Transit Facilities; provided, that any construction by VA in connection with the rights so reserved shall be at the expense of VA. VA shall provide Grantee no less than forty-five (45) days' advance written notice of its intent to exercise its rights under this Section 7, except with respect to events of emergency when the notice period provided herein is not possible, then VA will notify Grantee as soon as reasonably possible.

8. Grantee agrees to use its best efforts to ensure and take all reasonable actions as necessary to ensure that its use of the Easement Property will not adversely affect VA's quiet use and enjoyment of the Easement Property and the surrounding property of VA, provided that the Parties acknowledge and agree that the purpose for which the Easements are granted to Grantee is for the construction, operation and maintenance of the Transit Facilities, and provided that Grantee has taken all reasonable actions necessary to construct the Transit Facilities on the Easement Property in accordance with all construction practices generally accepted as standards of the industry in the State of California and consistent with the EIS/EIR and the 130(c), and is in compliance with the terms and conditions of this Easement Agreement, Grantee's use of the Easement Property will not be deemed in violation of this Section 8. Grantee further agrees that the Transit Facilities shall be constructed, maintained, reconstructed,

operated, repaired, and replaced by the Grantee within the Easement Property without cost to the Government, under the general supervision and (other than any funding approved by the FTA), in cooperation with the Government and, as where applicable as specifically provided for in this Easement Agreement, subject to the approval of the VA official(s) having immediate jurisdiction over the WLA Campus and this Easement Property. The Grantee shall replace, repair, restore, or relocate any property of the VA to the extent affected or damaged by the construction, reconstruction, installation, operation, maintenance, and replacement of the Transit Facilities, in accordance with standards and requirements mutually agreed between Grantee and the VA official(s) having immediate jurisdiction over the WLA Campus and this Easement Agreement.

9. No mining for minerals operations shall be conducted on the Easement Property or the WLA Campus; provided that VA acknowledges and agrees that the tunneling operation necessary to construct the tunnel associated with the construction of the Transit Facilities or any other underground facilities attendant thereto for which the Easements are granted shall not be considered mining for minerals operations hereunder. No minerals shall be removed therefrom, except such as are reasonably necessary and incident to the construction, operation, maintenance, or utilization of the Easement Property for the purpose for which the Easements are granted. Grantee acknowledges that Maverick Natural Resources LLC, as successor in interest to Occidental Petroleum Corporation, retains the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits owned by Government in the subsurface oil reservoir known as Sawtelle Field, which abuts and may underlie the Easement Property.

10. As more specifically provided in Article 21 of the Appendix to this Easement Agreement, Grantee, and any of Grantee's contractors and subcontractors pursuant to Article 8.B of the Appendix to this Easement Agreement, will indemnify and save the Government harmless from any liability or responsibility of any nature whatsoever to the extent any such liability or responsibility is arising or resulting from the Grantee's use of the Easement Property and the WLA Campus, and from the privileges herein granted, provided that this indemnification obligation shall not extend to damages or injuries resulting or arising from the acts of VA's officers, agents or its employees properly cognizable under the Federal Tort Claims Act (28 U.S.C. §§ 2671-2680) .

11. Upon termination or forfeiture of the Easement Property pursuant to Section 6 hereof or pursuant to Article 19 of the Appendix to this Easement Agreement, the Grantee shall within a reasonable time thereafter, if so requested by VA, remove from the land all structures, installations, and appurtenances thereto belonging to Grantee and restore the Easement Property to the satisfaction of VA.

12. Notwithstanding anything to the contrary in this Easement Agreement, no advertisements, commercial, political, or otherwise, will be placed on, or allowed on the Easement Property or the WLA Campus, provided that the prohibition set forth herein shall not be construed to limit Grantee's ability to place the following signage: (a) informational or wayfinding signs in connection with and during the construction or operation of the Transit Facilities; (b) signage or advertising regarding the availability of transit services provided by Grantee; and (c) Grantee's digital map cases that may include

Grantee's system-wide programmed advertising. Furthermore, Grantee is not prohibited from the placement of advertisements within the interior of the Station that is not viewed from the surface of the Easement Property. Notwithstanding the foregoing, during the TCE Term only, Veteran-centric services and programs may be promoted on construction fencing and sound barrier walls, subject to VA review and approval, which approval shall not be unreasonably withheld, delayed, or denied, and Project-related signage may be placed on construction fencing and sound barrier walls, subject to VA review and approval, which approval shall not be unreasonably withheld, delayed, or denied.

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

14. This Easement Agreement 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, State of California. The Parties will negotiate and execute any additional documentation required due to any modification or amendment of this Easement Agreement.

15. This Easement Agreement supersedes any and all prior negotiations, agreements, or understandings between VA and Grantee related to the subject matter hereof. None of the provisions of this Easement Agreement may be altered or modified except through an instrument in writing signed by both Parties.

16. This Easement Agreement shall be governed by Federal law. If Federal law is silent, then the law of the State of California applies. After the exhaustion of the dispute resolution process set forth in Article 20 of the Appendix to this Easement Agreement, the Parties hereto accept and agree to the jurisdiction and venue of the Federal courts. Notwithstanding the foregoing, following the exhaustion of the dispute resolution process set forth in Article 20 of the Appendix, the Parties hereto may, by mutual written agreement, submit any dispute hereunder to mediation, arbitration, or other dispute resolution method.

17. If any provision of this Easement Agreement or the application thereof to any Party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of the Easement Agreement, 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 the Easement Agreement shall be valid and enforced to the fullest extent permitted by law.

18. This Easement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

19. The headings contained in this Easement Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Easement Agreement. When a provision, article, section, or other provision of this Easement Agreement is referred to by number, the reference shall be deemed to be the correspondingly-numbered provision, article, section, or provision of this Easement Agreement unless another agreement, instrument or document is expressly identified, or unless the context otherwise clearly refers to another agreement, instrument, or document.

20. No person, firm or corporation that is not a party to this Easement Agreement shall be entitled to rely on or be deemed to be accorded any rights under any provision of or statement in this Easement Agreement.

21. Whenever the context or circumstance so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders. VA and Grantee have negotiated this Easement Agreement, have had an opportunity to be advised by legal counsel respecting the provisions contained herein and have had the right to approve each and every provision hereof. Therefore, this Easement Agreement shall not be construed against either VA or Grantee as a result of the preparation of this Easement Agreement by or on behalf of either Party.

22. All monetary obligations accruing before or after expiration of the Easement Term, relating to or arising from Grantee's activities authorized under this Easement Agreement, shall survive the expiration or other termination of this Easement Agreement.

23. There shall be no merger of this Easement Agreement or the estate created by this Easement Agreement with any other estate or interest in the Easement Property by reason of the fact that the same person or entity may acquire, hold, or own directly or indirectly: (a) this Easement Agreement, the interest created by this Easement Agreement or any interest therein; and (b) any such other estate or interest in the Easement Property, or any portion thereof. No merger shall occur unless and until all persons and entities having an interest in this Easement Agreement or the estate created thereby and any such other estate or interest in the Easement Property, or any portion thereof, shall join in a written instrument expressly effecting such merger and shall duly record the same.

24. This Easement Agreement does not create the relationship of principal and agent, partnership, joint venture, association, or any other relationship between VA and Grantee.

25. No signage shall be installed or constructed on or over the Easement 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 Easement Property subject to this Easement Agreement is under the ownership or perpetual jurisdiction and control of the Grantee or another third party entity, as opposed to VA and strictly for the use and benefit of our Nation's Veterans. Notwithstanding the foregoing,

Grantee is permitted to install or construct its standard wayfinding, station identification and other directional signage on the Easement Property without VA's prior written approval, provided that such signage does not otherwise violate the terms of this Easement Agreement and applicable laws and regulations.

26. The Parties to this Easement Agreement shall not be required to perform any of its obligations under this Easement Agreement, nor be liable for loss or damage for failure to do so, where such failure arises from Force Majeure, but only to the extent and for the duration that VA or Grantee, as the case may be, is so prevented from performing such obligations by Force Majeure. Further, and without limiting the generality of the foregoing, any period afforded to a Party or within which a Party is required under the terms and conditions of the Easement Agreement to perform an obligation of this Easement Agreement shall be extended by (1) the actual applicable period of Force Majeure; and (2) any period during which a Party was prevented from performing any such obligation as a direct result of failure by the other Party to commence or complete a specific activity or activities that the Easement Agreement requires be commenced or completed as a condition precedent to such performance of such obligation.

27. The Parties agree that VA's and Grantee's respective recourse against each other under this Easement Agreement shall be limited by and to the extent of applicable Federal, State, and local law.

28. Consistent with the Anti-Deficiency Act (31 U.S.C. §§ 1341, 1342, 1351, and 1517, as amended), any payments by VA with respect to this Easement Agreement, if any, 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 Easement Agreement may be construed as implying that Congress will at a later date appropriate funds to meet any deficiencies.

29. Confidential Data.

A. Grantee and VA hereby agree that the creation, maintenance, use, disclosure, and disposal of any and all drawings, documents, records, data, and written information provided by VA to Grantee during the Easement Term, if any, shall be governed solely by all applicable Federal law, Executive Orders, and regulations; and the creation, maintenance, use, disclosure, and disposal of any and all drawings, documents, records, data, and written information provided by Grantee to VA during the Easement Term, if any, shall be governed solely by all applicable federal, state and local laws and regulations, including but not limited to, the California Public Records Act, only to the extent such laws do not conflict with applicable Federal law, including but not limited to the Freedom of Information Act. Collectively, any data shared between the Parties may be referred to hereinafter as the "**Shared Data**", the Party disclosing the Shared Data may be referred to as the "**Discloser**", and the Party receiving the Shared Data may be referred to as the "**Recipient**". Recipient agrees that any Shared Data of a Discloser shall at all times constitute and remain the sole and absolute property of the Discloser, and shall not be disclosed to any person (aside from the Recipient's permitted contractors and subcontractors under this Easement Agreement, if any, where necessary to perform

Recipient's obligations under this Easement Agreement) without the prior written authorization of Discloser. Furthermore, Recipient agrees to and shall immediately contact Discloser telephonically and in writing should any request be made by a third party (aside from Recipient's permitted contractors and subcontractors under this Easement Agreement) for copies of or to review or receive any Shared Data in the Recipient's (and/or any of its contractors') possession and control. Under all circumstances, Discloser shall be responsible for and permitted to independently and unilaterally address any such requests as it deems appropriate. Recipient shall ensure that all agreements with its contractors (and any agreements such contractors may have with any subcontractors) incorporate this Section 29.A. and make it applicable to such contractors and subcontractors, or contain a confidentiality provision holding contractors and subcontractors to confidentiality requirements.

B. VA hereby agrees that any drawings, documents, records, data, and written information provided by Grantee to VA during the Easement Term, if any (collectively, the "**Grantee Data**"), shall be kept, maintained, and handled by VA as such according and subject to all applicable Federal law, Executive Orders, and regulations.

C. The Parties hereby agree that the understandings and obligations set forth in this Section 29 shall control during and shall survive the Easement Term, notwithstanding any contrary confidential obligations, statements, or representations that may be contained in VA Data or Grantee Data submitted, as applicable, by VA to Grantee or vice versa.

30. Grantee's employees, visitors, agents, contractors, and subcontractors shall park their vehicles only in portions of the Easement Property that are designated in the Transit Facilities Conceptual Drawings and Construction Staging Areas for parking use or as parking areas. Any parking by Grantee's employees, visitors, agents, contractors, and subcontractors on the WLA Campus outside the boundaries of the Easement Property is prohibited under Federal law and will be strictly enforced. Grantee shall provide clear notice to Grantee's employees, visitors, agents, contractors, and subcontractors by posting prominent signs and implementing appropriate measures to ensure such compliance.

31. Grantee shall maintain the Easement Property in a clean, orderly, and sanitary condition at all times and shall arrange for prompt disposal of any dirt, refuse and debris; provided however during the TCE Term, Grantee maintenance thereof shall be consistent with generally accepted construction industry practices for similar projects. Upon commencement of operations for the Transit Facilities, Grantee shall provide and maintain for public use an adequate number of containers for trash, consistent with generally accepted transit agency practices and Grantee's transit station maintenance guidelines. 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.

32. Any notice and other communication permitted or required to be given under this Easement Agreement 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: LACMTA Real Estate Department
1 Gateway Plaza, Mail Stop 99-22-8
Los Angeles, CA 90012
Attn: Deputy Executive Officer – Real Estate
Phone: (213) 922-7051
Email: justesenc@metro.net

With copy to: Westside Purple Line Extension Section 3
1 Gateway Plaza, Mail Stop 99-16-10
Los Angeles, CA 90012
Attn: Executive Officer – Westside Purple Line Project Section 3
Phone: (213) 312-3143
Email: ongk@metro.net

If to Grantor: U.S. Department of Veterans Affairs
VA West Los Angeles Medical Center
11301 Wilshire Boulevard
Los Angeles, CA 90073
Attn: Medical Center Director

With copy to: U.S. Department of Veterans Affairs
Office of Construction & Facilities Management
Attn: Director, Office of Real Property
425 I Street, NW
Washington, DC 20001

U.S. Department of Veterans Affairs
Office of General Counsel
Attn: Chief Counsel, Real Property Law Group
810 Vermont Avenue, N.W.
Washington, D.C. 20420

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

34. The Appendix and the Exhibits contained on the following pages are attached to this Easement Agreement and incorporated by reference.

[SIGNATURES CONTAINED ON FOLLOWING TWO PAGES]

IN WITNESS WHEREOF the Department of Veterans Affairs has caused this Easement Agreement to be executed in its name and on its behalf this 17 Day of May, 2021.

Grantor:

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

By: [Signature]
Name: Matthew C. Leddy, Esq.
Title: Director Land Acquisition and Strategic Utilization

CITY OF WASHINGTON
DISTRICT OF COLUMBIA

ON THIS 17 day of May, 2021, before me a Notary Public in and for said District of Columbia, personally appeared to me Matthew Leddy, well known and known by me to be Matthew Leddy, whose name is subscribed to the within instrument and acknowledged that he executed the same as a voluntary act and deed of the United States of America, within the scope of his lawful authority.

[SEAL]

[Signature]
Notary Public
District of Columbia

My commission expires:

11/14/21



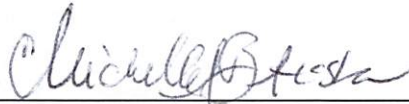
IN WITNESS WHEREOF, and intending to be legally bound, the undersigned has caused this Easement Agreement to be executed in its name and on its behalf this 17 day of May, 2021.

Grantee:

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

By: 
Name: Holly Rockwell
Title: Senior Executive Officer

APPROVED AS TO FORM
RODRIGO A. CASTRO-SILVA
COUNTY COUNSEL

By: 
Deputy

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

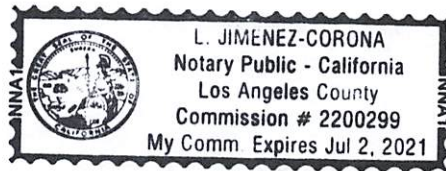
State of California
County of Los Angeles)

On May 17, 2021 before me, L. Jimenez-Corona, Notary Public
(insert name and title of the officer)

personally appeared Holly Rockwell, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to be that ~~he~~/she/they executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]

(Seal)

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LIST OF EXHIBITS

- Exhibit A: List of Easement Property; Depiction of Easement Property
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- Exhibit A-2: Easement Property: TCE Property – Legal Descriptions and Plats
- Exhibit A-3: Construction Staging Areas
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- Exhibit C: Legal Parcel Containing Easement Property
- Exhibit D-1: West LA Leasing Act (P.L. 114-226), as Amended by Section 303 of the Department of Veterans Affairs Expiring Authorities Act of 2018 (P.L. 115-251)
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- Exhibit F-1: VA-WLA South Campus Utility Map
- Exhibit F-2: VA Utility Relocation Areas
- Exhibit F-3: VA Sewer Connection
- Exhibit G-1: Existing Steam Line
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- Exhibit G-3: New Steam Tunnel
- Exhibit H: Interim Surface Parking Areas
- Exhibit I: Parking Lot 42 Solar Power System
- Exhibit J: Replacement Parking Structure
- Exhibit K: Parking Lot 42 Existing Conditions
- Exhibit L: Wilshire Boulevard Connection
- Exhibit M: MMRP
- Exhibit N-1: MOA
- Exhibit N-2: MOA First Amendment
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- Exhibit O: VA Construction & Transfer Forms
- Exhibit P: Transportation Service
- Exhibit Q: Transit Facilities Conceptual Drawings

APPENDIX TO EASEMENT AGREEMENT

ARTICLE 1 -- GRANT OF EASEMENTS

The terms and conditions for the grant of Easements are contained in the Easement Agreement on Pages 1 through 16, *supra*, and this Appendix to Easement Agreement (which may be referred to hereinafter as the “**Appendix**”) and the Exhibits hereto. The Easement Property is listed and shown on Exhibit A, and legally depicted and described in Exhibit A-1 as to the Perpetual Easement Property and Exhibit A-2 as to the TCE Property. In addition to the Easements granted to Grantee, in connection with Grantee’s construction of the Transit Facilities and performance of the work set forth in Article 3, VA grants to Grantee during the TCE Term the right to install, maintain and monitor environmental and geotechnical monitoring devices in order to monitor the impact of Grantee construction activities, including noise, vibration, air quality and movement, with locations and access times to be mutually agreed upon, and coordinated between Grantee and VA.

ARTICLE 2 -- CONSIDERATION FOR EASEMENT AGREEMENT

A. Consideration: In return for VA entering into this Easement Agreement and VA’s grant of early access to various parts of the Easement Property prior to the Effective Date pursuant to property access agreements between the Parties, Grantee shall provide the following consideration to VA:

1. Consideration in the amount of TWENTY-FIVE MILLION THREE HUNDRED THOUSAND DOLLARS (\$25,300,000.00) (“**Consideration**”), which the Parties agree represents the fair market value for the interests in the Easement Property conveyed hereunder. The Parties acknowledge and agree that the Consideration and the Grantee Obligations represent the full consideration for the interests transferred by VA to Grantee hereunder. The Parties acknowledge and agree that in no event shall the amount or value of the Consideration or Grantee’s obligation to VA with respect to fulfilling the payment of such Consideration, exceed TWENTY- FIVE MILLION THREE HUNDRED THOUSAND DOLLARS (\$25,300,000.00).

2. The remittance procedures regarding the payment of such Consideration shall be agreed between the Parties by no later than seven (7) calendar days prior to the Effective Date.

3. Ongoing Veteran-centric Consideration. During the Easement Term and in recognition of VA’s commitment to use the WLA Campus to principally benefit Veterans and their families, Grantee will develop, incorporate, and manage certain initiatives that “principally benefit Veterans and their families”, as described in Article 3.L of this Appendix.

B. Absolute Net Cost: It is understood that this Easement Agreement will be an absolute net cost transaction with no cost to VA, and that VA shall not be obligated to pay any charges or incur any costs or obligations.

ARTICLE 3 -- GRANTEE OBLIGATIONS

In return for VA entering into this Easement Agreement, and in addition to the consideration described in Article 2, Grantee hereby agrees to undertake the following responsibilities and obligations as set forth in this Article 3, upon completion of applicable compliance with NEPA/CEQA and NHPA (collectively, the “**Grantee Obligations**”):

A. Transit Facilities.

Grantee shall design, construct, operate, and maintain the Transit Facilities and/or utilize the Easement Property in accordance with the Transit Facilities Conceptual Drawings and this Easement Agreement. Grantee is solely responsible for all costs and the implementation of construction activities associated with the Transit Facilities, the Easement Property, and this Easement Agreement.

B-1. Utilities Relocations.

1. Except as provided for in Article 3.C of this Easement Agreement, Grantee shall design and construct temporary and permanent utility relocations for the existing utilities (as further described and depicted in “Exhibit F-1”) impacted by the construction, operation, and maintenance of the Transit Facilities (“**Utility Relocations**”).

2. Grantee is solely responsible for all costs and the implementation of construction activities associated with the Utility Relocations, including the removal of any unused and/or abandoned utility lines in areas where such lines are uncovered by Grantee in the course of conducting its Utility Relocations work.

3. Grantee is only responsible for a functional equivalent replacement of the utility lines existing as of the Effective Date that are impacted by the construction of the Transit Facilities and the Replacement Parking Structure, unless current codes or specifications require increased sizing and/or increased capacity, in which event Grantee will be responsible for installing the replacement utility lines in compliance current codes or specifications to meet the uses existing as of the Effective Date.

4. Utility Relocations that are solely VA Utilities shall be designed and constructed based upon VA specifications and consistent with VA design guidelines for the WLA Campus. “**VA Utilities**” is defined as those utilities that solely serve the WLA Campus. In connection with the relocation of VA Utilities, Grantee is permitted to enter the areas identified and depicted in Exhibit F-2 (“**VA Utility Relocation Areas**”) for the purpose of constructing and installing the relocated VA Utilities identified in Exhibit F-2 for each associated area.

5. Upon completion of all applicable legal and regulatory requirements and a mutually agreed upon final design for the VA Utilities between VA and Grantee, Grantee, shall perform all Utility Relocations in accordance with the Project’s schedule for relocation of utilities, including any notice required to be given to VA. Grantee shall obtain any required approval from any Governing Authority, if applicable.

6. Grantee shall be solely responsible for all costs and the implementation of approvals and construction activities associated with the Utility Relocations, provided that Utility Relocation of the VA Utilities shall be subject to VA review and written approval, which approval shall not be unreasonably conditioned, delayed, or denied.

7. Upon completion of construction and inspection and acceptance by VA of the VA Utilities in accordance with Article 3.Q.5 of this Appendix to the Easement Agreement, VA shall own the VA Utilities.

B-2. VA Sewer Connection.

1. The Transit Facilities will contain two (2) sewage ejector pumps, each sized for a discharge rate of thirty (30) gallons per minute (gpm). In connection with the construction and operation of the Transit Facilities, VA agrees to allow Grantee to connect the low-flow sewer discharge from the Transit Facilities to the existing VA sanitary sewer pipe located at the east side of Parking Lot 42, as shown in Exhibit F-3 ("**VA Sewer Connection**") attached hereto, with the understanding that (1) when the Transit Facilities sewage ejector pumps are operating simultaneously, the maximum discharge flow rate to VA's sewer system would be approximately sixty (60) gpm for 1.1 minutes twice a day; and (2) Grantee will not discharge fire flow water into VA's sewer system.

2. In accordance with LACMTA's Utility Emergency Protocol Plan, LACMTA will provide stipulations for incidental spills into the storm water piping by construction vehicles including spill countermeasures in place in the event of such an accident.

C. New Steam Tunnel.

1. Grantee shall cause the design and construction of the new replacement steam tunnel for the impacted portions of the existing steam tunnel in, around, below, and adjacent to Parking Lot 42 that services the WLA Campus (the "**New Steam Tunnel**").

2. The New Steam Tunnel will be designed and constructed based upon VA Steam Specifications, including but not limited to, the Distribution Systems - Steam, Heating Hot Water, and Outside Distribution Systems Design Manual, as contained in the VA Technical Information Library ("**TIL**") which can be accessed at <https://www.cfm.va.gov/til/> and as may be amended or updated. The New Steam Tunnel will be a Concrete Tunnel System as defined in, and pursuant to VA Steam Specifications.

3. Until the construction of the New Steam Tunnel is finalized and accepted by VA, Grantee shall maintain in operation and safeguard the existing steam service line (the "**Existing Steam Line**"), which location is depicted in Exhibit G-1, and provide a temporary back-up steam service line (the "**Secondary Steam Line**"), which proposed location is depicted in Exhibit G-2, to ensure continuous and uninterrupted steam service to the WLA Campus pursuant to VA Steam Specifications. The temporary backup Secondary Steam Line will remain in place and operational until the New Steam Tunnel is finalized and accepted by VA.

4. In order to facilitate future preventative maintenance efforts and repairs, the New Steam Tunnel will be designed and constructed to provide for future pipe installation/repair and personnel (worker) walk-through access to allow installation of twenty (20) foot length pipe sections.

5. The New Steam Tunnel proposed location is depicted in Exhibit G-3 and shall be capable of providing personnel (worker) walk-through access with redundant steam and condensate piping systems pursuant to VA specifications. Personnel (worker) access will consist of minimum thirty-six (36) inch wide horizontal clearance with all piping systems installed (both current installation by Grantee and any future installation by VA). Grantee will be solely responsible for replacement of existing piping and supports that comprise the New Steam Tunnel and will include adequate horizontal clearance for future expansion.

6. Proposed locations for the Secondary Steam Line are shown for reference purposes only and preliminary in nature; final locations will be determined during design, subject to VA review and approval.

7. Construction activities impacting the Existing Steam Line shall be conducted in accordance with VA Steam Specifications and Medical Center policies. Any steam system outages must be coordinated in advance with VA and can only occur upon a mutually agreed-upon system outage schedule, whereby such approval shall not be unreasonably conditioned, delayed or denied by VA.

8. Upon completion of all applicable legal and regulatory requirements, and a mutually agreed upon final design of the Secondary Steam Line and the New Steam Tunnel between VA and Grantee, Grantee shall construct such improvements in accordance with the Project's schedule, including any notice required to be given to VA. Grantee shall obtain any required approval from any Governing Authority, if applicable.

9. Grantee shall be solely responsible for all costs and the implementation of approvals and construction activities for construction of the Second Steam Line and New Steam Tunnel, subject to VA review and written approval, which approval shall not be unreasonably conditioned, delayed, or denied.

10. Upon completion of construction and inspection and acceptance by VA in accordance with Article 3.Q.5 of this Appendix to the Easement Agreement, VA shall own the New Steam Tunnel.

D. Interim Surface Parking Areas.

1. Grantee shall undertake refurbishments for the Interim Surface Parking Areas described in Exhibit H.

2. Refurbishment is anticipated to include mostly surface overlay, paving, and restriping, but will possibly also include accessibility improvements, surface resealing, lighting refurbishments, and curb cuts ("**Refurbishment Specifications**"). The Refurbishment Specifications for each Interim Surface Parking Area is anticipated to be

different in nature based on existing conditions, timing, and the final strategy to be implemented. Consequently, the Refurbishment Specifications for each Interim Surface Parking Area and the schedule for the design and construction of such refurbishment will be mutually agreed to between VA and Grantee.

3. Improvements shall be designed and constructed based upon the Refurbishment Specifications. Upon completion of all associated legal and regulatory requirements (as applicable), and a mutually agreed upon final design between VA and Grantee, Grantee shall perform refurbishment of the Interim Surface Parking Areas in accordance with the Project schedule for refurbishment of the Interim Surface Parking Areas. Grantee shall obtain any required approval from any Governing Authority, if applicable.

4. Grantee shall be solely responsible for all costs and the implementation of approvals and construction activities for construction of the Interim Surface Parking Areas, subject to VA review and written approval, which approval shall not be unreasonably conditioned, delayed or denied.

5. Upon completion of construction in compliance with the Los Angeles County Road Specifications Standards (County Green Book) and inspection and acceptance by VA in accordance with Article 3.Q.5 of this Appendix to the Easement Agreement, VA shall own the refurbishments.

E. Parking Lot 42 Solar Power System.

1. Prior to the Effective Date, Grantee has removed the Parking Lot 42 Solar Power System and related structural improvements and footings. The solar panels previously attached to the Parking Lot 42 Solar Power System were removed and relocated by Grantee to Grantor's Sepulveda Ambulatory Care Center located at 16111 Plummer Street, County of Los Angeles, State of California for storage and future reuse by Grantor. Detailed information regarding the Parking Lot 42 Solar Power System is contained in Exhibit I.

2. Grantee shall design, subject to VA review and written approval, which approval shall not be unreasonably conditioned, delayed or denied, and construct a new functionally equivalent solar generation equipment sized to provide for no less than the existing solar energy production capabilities and to be located on the roof of the Replacement Parking Structure ("**Replacement PV System**").

3. Using the existing production capacity of the Parking Lot 42 Solar Power System, and average monthly cost of operating such power system over the twelve (12) month period immediately preceding the date that the Parking Lot 42 Solar Power System was decommissioned as a baseline ("**Baseline Cost Factor**"), VA will determine the increased cost it will incur to acquire electrical power from the electric utility provider for the time period between the deconstruction of the Parking Lot 42 Solar Power System up until the time the Replacement PV System is operational and accepted by VA. Grantee shall make VA "whole", by reimbursing VA quarterly as requested by VA through

invoice(s) submitted to Grantee for the increased cost for the period covered by the invoice(s) (“**Billing Period**”), along with supporting documentation of such increased cost, and such other supporting documentation as Grantee may reasonably request. The “increased cost” will be calculated based on the actual cost of acquiring electrical power for the Billing Period, minus the cost VA would have incurred had the energy come from the Parking Lot 42 Solar Power System based on the Baseline Cost Factor.

4. Grantee shall be solely responsible for all costs and the implementation of the construction activities associated with the Replacement PV System, subject to VA review and approval of the final design for the Replacement PV System, which approval shall not be unreasonably conditioned, delayed, or denied.

5. The Replacement PV System shall be designed and constructed based upon specifications mutually agreed between the Parties, consistent with VA Specifications and VA design guidelines for the WLA Campus and incorporated into the Replacement Parking Structure design documents.

6. Upon completion of all applicable legal and regulatory requirements, and a mutually agreed upon final design, Grantee shall construct the Replacement PV System in accordance with the Project schedule for such work. Grantee shall obtain any required approval from any Governing Authority, if applicable.

7. Upon completion of construction and inspection and acceptance by VA in accordance with Article 3.Q.5 of this Appendix to the Easement Agreement, VA shall own the Replacement PV System.

F. Replacement Parking Structure.

1. Grantee shall design and construct a multi-story replacement parking structure containing a minimum of 809 vehicle parking spaces, which “**Replacement Parking Structure**” shall be located in Parking Lot 3 (also referred to as the Replacement Parking Structure Site). Design efforts are underway as of the Effective Date. Grantee shall be granted access to the Replacement Parking Structure Site for predevelopment due diligence investigations and construction of the Replacement Parking Structure, as well as access to such additional portions of the WLA Campus as are necessary for the construction of the Replacement Parking Structure and related appurtenances, consistent with the final design approved by VA, all of which shall be coordinated with VA as specified in Article 8 of this Easement Agreement. By way of reference, as of November 30, 2020, Parking Lot 42 contained 418 vehicle parking spaces and Parking Lot 3 contained 391 vehicle parking spaces, totaling 809 vehicle parking spaces directly impacted by the construction and operation of the Transit Facilities. Preliminary concept information regarding the Replacement Parking Structure is contained in Exhibit J.

2. The Replacement Parking Structure shall be designed and constructed based upon VA Parking Specifications and consistent with VA design guidelines for the WLA Campus.

3. Upon completion of all applicable legal and regulatory requirements, and a mutually agreed upon final design between VA and Grantee, Grantee, shall construct the Replacement Parking Structure in accordance with the Project's schedule for the Replacement Parking Structure, including any notice required to be given to VA. VA shall assist Grantee in identifying all applicable Governing Authorities required for Interim Lot 42 Parking Lot Improvements and Parking Lot 42 Restored, and Grantee shall obtain required approvals.

4. Grantee shall be solely responsible for all costs and the implementation of approvals and construction activities for construction of the Replacement Parking Structure, subject to VA review and written approval of the final design for the Replacement Parking Structure, which approval shall not be unreasonably conditioned, delayed, or denied.

5. The design and construction contract must include requirements for traffic control plans, approved by VA, for each stage and phase of the construction in conformance with the latest adopted edition of the California Edition of the Manual on Uniform Traffic Control Devices ("**CaMUTCD**") and in conformance with City of Los Angeles standards, except roadways under the County of Los Angeles jurisdiction, in which the Los Angeles County standards may apply either in addition to or exclusively from City of Los Angeles standards, depending on the details of agreement(s) and standard practices in-place between the two local authorities.

6. Upon completion of construction and inspection and acceptance by VA in accordance with Article 3.Q.5 of this Appendix to the Easement Agreement, VA shall own the Replacement Parking Structure.

G. Parking Lot 42.

1. Parking Lot 42 Decommissioning Date. Construction activities for the Transit Facilities directly impact Parking Lot 42 parking utility. Due to the importance of maintaining efficient parking for the Medical Center patients and ensuring that interim relocation parking is available, Grantee shall provide VA with no less than ninety (90) calendar days prior written notice of the intended date for the closure of Parking Lot 42 ("**Parking Lot 42 Decommissioning Date**") and the Commencement of Construction. Parking Lot 42 existing conditions are described and depicted in Exhibit K.

2. During the TCE Term, the southern portion of Parking Lot 42 that will not be included in the Perpetual Easement Property or the TCE Property will be utilized for Medical Center parking, Medical Center patient pick up and drop off, and shuttle bus operations ("**Interim Parking Lot 42**"). Refurbishment is anticipated to be completed approximately eighteen (18) months following the Parking Lot 42 Decommissioning Date. The refurbishment specifications, which shall be mutually agreed upon between VA and Grantee ("**Interim Parking Lot 42 Refurbishment Specifications**"), and will include obtaining any required approvals and completion of the following: (a) any required accessibility improvements, (b) any required lighting fixtures, (c) removal of solar array PV panels (replacement of which is described in Article 3.E of this Appendix), (d) removal

of related footings and structural improvements, and (e) any required asphalt paving repairs and replacement.

3. The Interim Lot 42 Parking Lot Improvements shall be designed and constructed based upon the Interim Parking Lot 42 Improvement Specifications and consistent with VA design guidelines for the WLA Campus and Los Angeles County Road Specifications Standards (County Green Book). Upon completion of all associated legal and regulatory requirements, and a mutually agreed upon final design between VA and Grantee, Grantee shall construct in accordance with the Project's schedule for the construction of the Interim Lot 42 Parking Lot (no later than eighteen (18) months following the Parking Lot 42 Decommissioning Date), including any notice required to be given to VA.

4. By no later than the end of the TCE Term, Grantee shall design and reconstruct Parking Lot 42 Restored based upon VA Parking Specifications and consistent with VA Design Standards, Office of Construction & Facilities Management Design, Construction Guidelines for the WLA Campus and Los Angeles County Road Specifications Standards (County Green Book).

5. VA shall assist Grantee in identifying all applicable Governing Authorities required for Interim Lot 42 Parking Lot Improvements and Parking Lot 42 Restored. Grantee shall obtain all required approvals from such Governing Authorities.

6. Grantee shall be solely responsible for all costs and the implementation of approvals and construction activities for construction of the Interim Lot 42 Parking Lot Improvements and Parking Lot 42 Restored, subject to VA review and written approval of the final design for such work, which approval shall not be unreasonably conditioned, delayed or denied.

7. Grantee shall provide traffic control and as-needed multi-modal detour plans allowing for automobile shuttle and pedestrian access as mutually agreed upon between VA and Grantee for both Interim Lot 42 Parking Lot Improvements and Parking Lot 42 Restored. The traffic control plans shall conform to City of Los Angeles standards, except roadways under the County of Los Angeles County standards.

8. Upon completion of construction in compliance with the Los Angeles County Road Specifications Standards (County Green Book) and inspection and acceptance by VA in accordance with Article 3.Q.5 of this Appendix to the Easement Agreement, VA shall own the refurbishments and improvements for Interim Lot 42 Parking Lot and Parking Lot 42 Restored.

H. Additional Activities.

1. The Parties acknowledge and agree that performance of each of the additional activities described in this Article 3.H. (collectively, the "**Additional Activities**") is subject to compliance with NEPA/CEQA, NHPA, and all applicable laws.

2. All roadway construction activities, except for the Wilshire Boulevard Connection as defined in Article 3.H-1, shall comply with all applicable sections of: the latest edition, CaMUTCD; the City of Los Angeles standards, design manuals and guidelines; and the County of Los Angeles standards, design manuals, and guidelines.

3. Any exceptions to the State of California, Department of Transportation (Caltrans), "Highway Design Manual (HDM)", latest edition for Caltrans-owned facilities must be agreed to by VA in writing before they are implemented. For all facilities except if agreed to by VA in writing, the design speed for all roadway striping and other elements establishing the vehicle travel path is to be the posted speed limit plus 5 MPH. All vehicular paths are to allow for a 15'6" vertical clearance height and a horizontal clearance to provide for a vehicle swept path for an Intercity Bus (BUS-45 in the AASHTO Manual cited above.). Backing within a vehicle path is not to occur, except backing from parking stalls, which will not be considered in violation of the vehicle path requirements.

4. To maintain circulation on the WLA Campus during the construction period, traffic control plan(s), in conformance with the CaMUTCD, including all elements listed in mitigation measure TCON-1 and providing for other applicable mitigation measures from the 2019 Record of Decision for Granting of Easements for the LACMTA Westside Purple Line Extension Project within the Veterans Affairs West Los Angeles Campus , and acceptable to VA, shall be implemented during each WLA Campus roadway lane or sidewalk closure,

H-1. Bonsall Avenue & Wilshire Boulevard Northbound Right Turn-Only Lane.

1. Grantee shall design and construct a northbound right turn-only lane adjacent to the Transit Facilities approaching Wilshire Boulevard interchange eastbound on-ramp ("**Wilshire Boulevard Connection**") to provide an integrated transition from the WLA Campus to Wilshire Boulevard. The northbound right-turn approach lane shall be designed to access a "free" receiving eastbound lane onto the eastbound Wilshire Boulevard on-ramp. The southbound left-turn lane onto the eastbound on-ramp and median island within the off-ramp shall be maintained and upgraded to be consistent with design standards of the applicable sections in the aforementioned publications in this article. Preliminary concept information is contained in Exhibit L. Final design and construction shall be subject to mutual VA and Grantee review and written agreement.

2. The Wilshire Boulevard Connection shall be designed and constructed consistent with specifications and design guidelines of the applicable Governing Authority, which in this matter is the County of Los Angeles. Grantee shall only be required to perform work required by the County of Los Angeles. County of Los Angeles design requirements may include standards from the City of Los Angeles if an agreement is reached between the County and the City, for the latter to maintain future traffic signals at this connection and/or the future traffic signals are to be interconnected with the existing ATSAC/ATCS system along Wilshire Boulevard or other reason deemed appropriate by both local agencies.

3. Upon completion of all associated legal and regulatory requirements, and a final design mutually agreed upon among the Governing Authority, Grantee and VA, Grantee shall construct the Wilshire Boulevard Connection in accordance with the Project's schedule for the construction of the Wilshire Boulevard Connection, including any notice required to be given to VA.

4. Upon completion of construction and inspection and acceptance by VA of the portion of the Wilshire Boulevard Connection that is located on the WLA Campus in accordance with Article 3.Q.5 of this Appendix to the Easement Agreement, as between Grantee and VA, VA will own any portion of the Wilshire Boulevard Connection that is located on the WLA Campus.

H-2. Additional Mitigations. The following undertakings shall be consistent with the 2019 Record of Decision:

1. Grantee shall design and construct, within the WLA Campus, vehicle circulation and access control measures to mitigate the impacts of the Transit Facilities construction and operations. Access control tools will be subject to VA approval and may include, but are not limited to, development and implementation of a parking validation card system, access controls at parking lots within walking distance of the Transit Facilities, roundabouts, additional traffic signals, and additional gates (to potentially include the Constitution Avenue and Ohio/Sawtelle entrances to the WLA Campus).

2. Grantee shall design and construct, within the WLA Campus, improvements and/or restoration of roadways, bicycle lanes, and sidewalks, including on Bonsall Avenue, required as a result of construction for the Transit Facilities. Grantee will coordinate with VA for the design review of the Transit Facilities, pedestrian circulation, roadway, and passenger drop-off area.

3. The design and construction improvements described in Article 3.H-2.1 and Article 3.H-2.2 above are defined as "**Additional Mitigations**".

4. Grantee shall perform or compensate for environmentally cleared mitigations, but not "betterments". FTA defines betterments as improvements that are enhancements or upgrades to a level beyond what is normally required for the base functioning of a transit project. Examples of betterments include increased utility pipe sizes, road widening projects for local reasons, environmental mitigation measures not identified in an environmental document, increased landscaping, signal upgrades beyond the base requirements of the transit project, etc. Betterments occur when the other party uses the Project to upgrade its facility.

5. Given impacts created by COVID-19, traffic and parking demands are not operating in a stabilized or "normal" state as of the Effective Date. Therefore, studies will be conducted in a timeframe that is expected to reflect a normal state, but with sufficient time to design and implement prior to the revenue service date for the Transit Facilities. From the Effective Date through to December 31, 2022, Grantee and VA shall refine and mutually agree upon the scope of work of the studies listed below

("Additional Mitigations Studies"). Grantee shall conduct the Additional Mitigations Studies between January 1, 2023 and December 31, 2023. From January 1, 2024 through June 30, 2024, Grantee and VA shall mutually agree on the definitive scope of work for the Additional Mitigations and the schedule for implementation. The scope of work shall also include a requirement for monitoring conditions prior to construction and at a timeline mutually agreed-to between Grantee and VA following the opening of the Transit Facilities. The Additional Mitigations Studies and implementation of the Additional Mitigations will be performed at Grantee's cost.

5.1. Parking. Analyze existing (pre-Project) and future (with and without Project) WLA Campus parking demand at on- and off-street parking facilities within one half mile walking distance in all directions from the perimeter of the Transit Facilities, and document, compare, and formulate measures to adequately mitigate Project related parking demand on the WLA Campus.

5.2. Traffic. Study incremental traffic generated by the Project and compare to the anticipated WLA Campus traffic without the Project. To the extent that the Additional Mitigations Studies indicate that there are additional traffic impacts generated by the Project, formulate and implement Additional Mitigations.

5.3. Bicycle/pedestrian facility improvements. Grantee has previously conducted a First/Last Mile Plan (dated May 2020) to determine pathways from outside the WLA Campus to the Transit Facilities. To the extent that the Additional Mitigations Studies indicate that enhancing bicycle or pedestrian amenities will mitigate traffic and parking impacts, recommended bicycle/pedestrian improvements from the First/Last Mile Plan will be incorporated into the Additional Mitigations scope of work. If the Additional Mitigations cannot be implemented or do not fully mitigate the impacts of the construction and operations of the Transit Facilities, further measures shall be explored and agreed to between Grantee and VA.

6. Grantee shall repave WLA Campus roads, streets, and sidewalks affected by Grantee construction primarily Bonsall Avenue and Hadley Lane or where construction impacts have occurred.

7. Grantee's repaving work shall use VA approved materials and designs and include County and City roadways leading to the WLA Campus that are damaged by construction, reconstruction, installation, operation, maintenance, and replacement of the Transit Facilities and Grantee's Obligations, including but not limited to the Wilshire Boulevard and Bonsall Avenue Interchange, and any other connecting or affected roadways, as needed.

8. Grantee shall be solely responsible for all costs and construction of the Additional Mitigations; upon acceptance by VA as set forth below, Grantee will not be responsible for the operation and maintenance of the Additional Mitigations owned by VA.

9. Upon completion of construction and inspection and acceptance by VA in accordance with Article 3.Q.5 of this Appendix to the Easement Agreement, as between Grantee and VA, VA will own the Additional Mitigations.

H-3. Hadley Lane Reconfiguration.

1. During construction of the Transit Facilities, Grantee will temporarily close public access to Hadley Lane and render it out of service, with access to be restored upon completion of construction of the Transit Facilities.

2. Grantee shall cooperate with all applicable requirements of the applicable Governing Authority in connection with the closure of Hadley Lane.

I. VA Staff Residence Area.

1. During the TCE Term, Grantee shall endeavor to minimize potential construction, vibration, lighting, and noise impacts to the VA staff residence area located adjacent to the Easement Property. VA and Grantee shall conduct periodic meetings to inspect the VA staff residences area, identify issues requiring resolution, and collaborate on implementing mitigation measures.

2. Grantee shall be solely responsible for all costs and implementation of the mitigation measures that are agreed to and implemented by Grantee.

J. Communications Plan and Transportation Service.

1. Grantee shall develop and implement a patient, resident, staff, and visitor access plan to ensure continuous and efficient access to the Medical Center and all other facilities on the WLA Campus throughout all hours of the day during the TCE Term.

2. Grantee shall provide static wayfinding signage and electronic changeable message signs/changeable message boards ("**CMS/CMBs**") on the North Campus during the TCE Term to provide a consistent and regular message to patients, residents, staff, and visitors, both vehicular and pedestrian, to be part of a Traffic Management Plan ("**TMP**"). The Traffic Management Plan will be developed in coordination with VA.

3. Grantee shall provide no less than four (4) CMS/CMBs and the number and location of the CMS/CMBs will be described in more detail by the TMP and subject to VA approval.

4. Grantee shall provide transportation for patients, residents, staff, visitors, and the Veteran community at large to all WLA Campus buildings and areas including small van or shuttle circulator vehicles with wheelchair accessibility to either be on demand or regularly circulate, the northern portion of the WLA Campus (North Campus) (including VA's Domiciliary, Community Living Center, Transitional Housing, and Permanent Supportive Housing facilities North of Wilshire Boulevard) and provide access to the southern portion of the WLA Campus (South Campus) until the Replacement Parking Structure has been accepted by VA. In coordination with VA, Grantee's

Construction Relations will maintain daily updates on the Project website, social media pages, and via e-blast. All information will be available on the Grantee's mobile application.

5. For patients, visitors, and staff displaced by construction impacts to Parking Lot 42 caused by the construction of the Transit Facilities, Utility Relocations, and the Replacement Parking Structure, Grantee will provide daily, regularly scheduled Transportation Service from the Medical Center to the Interim Surface Parking Areas, subject to VA review and written approval and as further described and detailed in Exhibit P.

6. Operations for the Transportation Service shall commence no later than the Parking Lot 42 Decommissioning Date and will be in operation until the Replacement Parking Structure has been accepted by VA and is fully operational.

7. Grantee's Construction Relations, working in conjunction with Grantee's contractor, shall be responsible for Public Outreach, Stakeholder Communications, and Construction Impact Coordination and Mitigation programs for VA, as outlined in this Section.

(a) **"Public Outreach."** Grantee shall conduct Public Outreach to understand the cultural resources and inventory of community assets by utilizing diverse methods, including traditional and non-traditional outreach including Construction Notices, Community Meetings, Digital Communications, Media Relations and a 24/7 Project Hotline, to reach stakeholders in advance of major Project milestones. Details shared through Public Outreach will include activity, work hours, duration, and impacts.

(b) **"Stakeholder Communications."** Grantee shall communicate with stakeholders to ensure that all stakeholders have the opportunity to be informed about the Project. Briefings will be used to educate stakeholders in advance of Project infrastructure improvements and planned and ongoing Project construction activities.

(c) **"Construction Impact Coordination and Mitigation."** Grantee shall present to stakeholders the Construction Impact Coordination and Mitigation plan framework designed to support the VA community, which will identify activities that allow for early engagement of the VA constituency and advance notification of Project construction activities that may help lessen negative impacts to stakeholders. The goals of Construction Impact Coordination and Mitigation are to mitigate negative impacts of Project construction and to provide ample time for people to plan around, or prepare to avoid, anticipated Project construction impacts.

All of the programs in this Section J.7 shall incorporate communications from VA.

8. Valet Services commenced prior to the Effective Date and will continue until VA's acceptance of the Replacement Parking Structure. Grantee will continue to provide valet services utilizing Parking Lot 43N and Parking Lot 3 for patient parking displaced from Lot 42. Valet services will operate Monday through Friday from 7:00 am to 6:00 pm, excluding Federal holidays.

9. Grantee shall be solely responsible for all costs and operational responsibilities associated with the Communications Plan and Transportation Service.

K. Medical Center HVAC System.

1. Prior to commencing construction of the Transit Facilities, Utility Relocations, and the Replacement Parking Structure, Grantee shall determine the operational baseline for the Medical Center HVAC system. Grantee shall coordinate work efforts with VA to install, operate, and maintain instrumentation to measure impacts to the Medical Center HVAC System caused by the construction of the Transit Facilities, Utility Relocations, and the Replacement Parking Structure.

2. Grantee shall coordinate with VA for measures to maintain the operational baseline for the Medical Center HVAC system and undertake all measures to mitigate impacts to the Medical Center HVAC System which are created by the construction of the Transit Facilities, Utility Relocations, and the Replacement Parking Structure, as captured by the instrumentation, subject to VA review and written approval.

3. Grantee shall be solely responsible for all costs and operational responsibilities associated with these work efforts, including reimbursement to VA for the costs mutually agreed between the Parties as being a cost incurred by VA as a result of impacts to the Medical Center HVAC System caused by the construction of the Transit Facilities, Utility Relocations, and the Replacement Parking Structure.

L. Veteran Economic Development Objectives. Consistent with current and future Grantee policies and procedures, and in recognition of VA's commitment to use the WLA Campus to principally benefit Veterans and their families, Grantee shall develop, incorporate, and manage programs comprised of the following initiatives ("**Veteran Economic Development Objectives**"), in accordance with any applicable laws:

1. Grantee shall implement a Veteran hiring program specific to the Project, with respect to employees hired for the design, construction, operation, and maintenance of the Transit Facilities and other construction work to be performed by LACMTA on the Easement Property, and the design and construction of the Replacement Parking Structure, with the objective of exceeding Grantee's system-wide objective of placing Veterans and their spouses, established as of the Effective Date as no less than Six Percent (6%) of the Grantee workforce (which is comprised of Grantee employees only) that are employed for the design, construction, operation, and maintenance of the Transit Facilities and other construction work to be performed by LACMTA on the Easement Property, and the design and construction of the Replacement Parking Structure.

2. To the extent practicable, Grantee shall make best efforts to hire Veterans on a priority basis for the Grantee workforce (which is comprised of Grantee employees only) that are employed for the design, construction, operation, and maintenance of the Transit Facilities and other construction work to be performed by LACMTA on the Easement Property, and the design and construction of the Replacement Parking Structure.

3. Grantee shall make best efforts to place advertisements for (a) the promotion of Veteran employment at LACMTA, and (b) Veteran construction employment opportunities on LACMTA construction projects. Such advertisements will be placed on LACMTA buses/trains and at LACMTA transit facilities.

4. Grantee shall conduct outreach to the Veteran community regarding Project related contracting opportunities, and involve Veterans in the planning, design, restoration, and refurbishment of the Project adjacent murals located within the Wilshire Boulevard right of way corridor celebrating contributions of Veterans.

5. The Grantee PLA/CCP is applicable to the Project and the LACMTA Work and contains a ten (10) percent Disadvantaged Worker requirement that Grantee contractors must meet or exceed. The Disadvantaged Worker requirement expressly recognizes Veterans who have served in Iraq and Afghanistan as qualifying, but all other Veterans also qualify. Grantee shall ensure the prime contractor makes meaningful outreach efforts to employ the Veterans population defined within the PLA/CCP. Each annual report will provide VA with the PLA attainment performance results for the Disadvantaged Worker requirement, with Veteran workers specifically identified.

6. Grantee's creation and distribution of literature and promotional materials with respect to the Veteran Economic Development Objectives utilizing the name or logo of VA and/or VA Greater Los Angeles Healthcare System must be approved in advance by VA.

7. Grantee shall provide to VA written reports on an annual basis by no later than August 31st of each year that provides a detailed description of the accomplishments for each component of the Veteran Economic Development Objectives.

8. Grantee shall be solely responsible for all costs and operational responsibilities associated with the initiatives set forth in this Article 3.L.

M. NEPA Compliance.

1. Grantee shall be responsible for implementing all minimization and mitigation measures identified in the EIS/EIR, the 130(c), and any subsequent NEPA compliance documents relating to LACMTA Work.

Grantee shall notify Grantor 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 and 130(c). Grantee and Grantor shall coordinate review of such proposed changes and whether such changes warrant supplemental analysis under the NEPA. Grantee, in coordination with the FTA, shall oversee the completion of any supplemental NEPA analysis with the participation of Grantor.

N. Environmental Responsibility.

Grantee shall undertake all LACMTA Work on the WLA Campus, the Easement Property, and the Replacement Parking Structure Site in compliance with all applicable environmental laws. As such, Grantee and/or Grantee Parties (defined herein) shall be responsible for all Environmental Contaminants that are released, handled, extracted, generated, or caused by LACMTA Work on the WLA Campus, the Easement Property, or the Replacement Parking Structure Site by Grantee or its employees, agents, contractors, subcontractors, or suppliers at any tier (“**Grantee Parties**”), but Grantee shall not be responsible for any Environmental Contaminants that are released, handled, extracted, generated, or caused by VA or its employees, agents, or contractors. In the event Grantee is required to perform any cleanup or remediation activities in connection with its responsibilities hereunder, VA agrees it will cooperate to provide Grantee with any information it possesses or is aware of, regarding the environmental condition of the relevant portion of the WLA Campus or the Replacement Parking Structure Site.

1. Grantee shall be solely responsible for responding to the release of the following categories of Environmental Contaminants (i) on or from the Easement Property after the grant of the Easements from VA to Grantee, and during the TCE Term, and (ii) on or from the impacted parts of the WLA Campus or Replacement Parking Structure Site resulting from LACMTA Work (such impacted parts shall be referred to hereinafter as the “**Impacted Areas**”):

a. Future and/or newly-identified releases of Environmental Contaminants (i) at, or from, the Easement Property that are caused by the act or omission of Grantee or any person, or entity, other than VA or its employees, agents, or contractors; (ii) at or from the Replacement Parking Structure Site or the WLA Campus caused by the act of Grantee Parties as supported by reasonable evidence; and (iii) at or from the Impacted Areas when proven to be caused by the omission of Grantee or Grantee Parties.

b. Existing Environmental Contaminants (i) located on or within the Easement Property that are aggravated, released, or exacerbated due to the acts or omissions of Grantee or any person, or entity, other than VA or its employees, agents, or contractors; (ii) located on or within the WLA Campus or the Replacement Parking Structure Site that are aggravated, released, or exacerbated due to the acts of Grantee Parties as supported by reasonable evidence; and (iii) at or from the Impacted Areas when proven to be caused by the omission of Grantee Parties.

2. Grantee shall immediately notify VA of any release of Environmental Contaminants and all response actions taken, including regulatory notifications made, by Grantee (i) after the grant of the Easements and during the TCE Term with respect to the Easement Property and (ii) when caused by Grantee Parties on any portion of the WLA Campus or the Replacement Parking Structure Site, so VA may take any action necessary to protect the health and safety of individuals at the WLA Campus.

O. Cultural Resources.

1. Grantee shall satisfy all terms and conditions contained in the MMRP, the MOA, the MOA First Amendment, the MOA Second Amendment, and any additional amendments thereto or any other agreements related to the Project executed pursuant to the NHPA. The MMRP is contained in Exhibit M, the MOA, MOA First Amendment, and MOA Second Amendment are contained in Exhibit N-1, Exhibit N-2 and Exhibit N-3.

2. Grantee shall notify Grantor of any proposed changes to the Project activities taking place on the WLA Campus, that are reasonably likely to alter the Project as defined and are reasonably likely to require Section 106 Consultation. Grantee and Grantor shall coordinate review of such proposed changes and whether such changes warrant supplemental consideration and/or consultation under Section 106 of the NHPA. Grantee shall initiate consultation on any required future amendments to the MOA with the appropriate consulting parties and include the Grantor as an invited signatory.

3. Grantee will implement the measures to avoid and minimize effects to historic and/or cultural resource properties on the WLA Campus in accordance with the MMRP, the MOA, the MOA First Amendment, the MOA Second Amendment, and any additional amendments thereto or any other agreements related to the Project executed pursuant to the NHPA.

4. Grantee will complete archaeological surveys on the WLA Campus in accordance with the MOA, MOA First Amendment, the MOA Second Amendment, and subsequent amendments.

5. Construction noise barrier graphics will include Veteran centric graphics that may include existing art murals and/or historical photos. Grantee will coordinate with VA on graphic selection.

6. At VA's request, Grantee will establish baseline pre-assessments and monitor vibration levels for the buildings referenced in the MOA to include the Wadsworth Chapel. In the event vibration levels due to construction on the north side of Wilshire Boulevard exceed the maximum PPV's as indicated in the in the FTA Noise and Vibration Impact Assessment Manual (2018) where damage may occur to the building, Grantee will notify FTA and VA. Then FTA and VA will consult with consulting parties as outlined in the MOA and the MOA First Amendment, and any additional amendments thereto, on measures to resolve potential adverse effects to the Wadsworth Chapel or any other VA buildings.

P. Tort Claims. In accordance with the provisions of 28 C.F.R. § 14.2, Grantee shall adjudicate all administrative claims and defend all litigation asserted under the Federal Torts Claim Act (28 U.S.C. §§ 2671-2680), in perpetuity, that arise from any activity of Grantee with respect to the Easements. VA will cooperate in providing timely information relating to any such tort claims.

Q. Construction Requirements for Grantee Obligations. All Work Requiring VA Approval will be undertaken in accordance with this Article 3.Q. "**Work Requiring VA Approval**" means work that will become the property of VA upon inspection and

acceptance by VA and require VA review and/or written approval as specifically set forth in Article 3 of the Appendix, or elsewhere in this Easement Agreement, which the Parties understand does not include the Transit Facilities:

1. Material and Workmanship.

a. All equipment, material, and articles incorporated into the Work Requiring VA Approval shall be of the most suitable grade for the purpose intended, unless otherwise specifically provided in this Easement Agreement. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. Grantee may, at its option, use any equipment, material, article, or process that, in the judgment of VA, is equal to that named in the specifications, unless otherwise specifically provided in this Easement Agreement.

b. All Work Requiring VA Approval under this Easement Agreement shall be performed in a skillful and workmanlike manner and shall be performed pursuant to the design plans approved by VA as set forth in Article 3.B.-H. above.

2. Use and Possession Prior to Completion.

a. VA and the Government shall have the right to take possession of or use any completed or partially completed part of the Work Requiring VA Approval. Before taking possession of or using any such work, VA shall furnish Grantee a list of items of work remaining to be performed or corrected on those portions of the work that VA or the Government intends to take possession of or use. However, failure of VA to list any item of work shall not relieve Grantee of responsibility for complying with the terms of the Easement Agreement concerning such work. VA's or the Government's possession or use shall not be deemed an acceptance of any such work under the Easement Agreement.

b. While VA or the Government has such possession or use, Grantee shall be relieved of the responsibility for the loss of or damage to the work resulting from VA's or the Government's possession or use. If prior possession or use by VA or the Government delays the progress of the work, or otherwise effects the rights or obligations of the Grantee under this Easement Agreement, the Easement Agreement shall be modified in writing accordingly.

3. Cleaning Up.

Grantee shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, Grantee shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of VA or the Government. Upon completing the work, Grantee shall leave the work area in a clean, neat, and orderly condition satisfactory to VA.

4. Accident Prevention.

a. Grantee shall provide and maintain work environments and procedures which will—

- (1) Safeguard the public and VA and Government personnel, property, materials, supplies, and equipment exposed to Grantee's operations and activities;
- (2) Avoid interruptions of VA or Government operations and delays in project completion dates; and
- (3) Control costs in the performance of this Easement Agreement.

b. For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, Grantee shall—

- (1) Provide appropriate safety barricades, signs, and signal lights;
- (2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and
- (3) Ensure that any additional measures VA determines to be reasonably necessary for the purposes are taken.

5. Inspection of Construction.

a. *Definition.* For the purposes of this Article 3.Q.5, "work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

b. Grantee shall maintain an adequate inspection system and perform such inspections as will ensure that the Work Requiring VA Approval performed under this Easement Agreement conforms to the requirements of this Easement Agreement. Grantee shall maintain complete inspection records and make them available to VA. All work shall be conducted under the general direction of VA and is subject to VA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of this Easement Agreement. VA shall perform periodic inspections of the Work Requiring VA Approval at times corresponding with construction of principal elements of such work, which times shall be mutually coordinated between VA and Grantee.

c. VA inspections and tests are for the sole benefit of VA and do not—

- (1) Relieve Grantee of responsibility for providing adequate quality control measures;
- (2) Relieve Grantee of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of VA or the Government after acceptance of the completed work under paragraph (i) of this Article 3.Q.5.

d. The presence or absence of a VA or Government inspector does not relieve Grantee from any requirement of this Easement Agreement, nor is the inspector authorized to change any term or condition of the specification without VA's written authorization.

e. Grantee shall promptly furnish, at no cost to VA, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by VA. VA may charge to Grantee any additional cost of inspection or test when work is not ready at the time specified by Grantee for inspection or test, or when prior rejection makes reinspection or retest necessary. VA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in this Easement Agreement.

f. Grantee shall, without charge or cost to VA, replace or correct work found by VA not to conform to requirements of this Easement Agreement, unless in the public interest VA consents to accept the work with an appropriate adjustment to the Easement Agreement. Grantee shall promptly segregate and remove rejected material from the premises.

g. If Grantee does not promptly replace or correct rejected work, VA may—

(1) By contract or otherwise, replace or correct the work and charge the cost to Grantee; or

(2) Terminate for default Grantee's right to proceed under this Easement Agreement, following written notice from VA and failure of Grantee to cure in accordance with the cure periods specified in Article 18 of the Appendix to this Easement Agreement.

h. If, before acceptance of the entire Work Requiring VA Approval, VA decides to examine already completed work by removing it or tearing it out, Grantee, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of Grantee, its contractors, or its subcontractors, Grantee shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet the requirements of this Easement Agreement, VA shall extend the time for completion if such examination and reconstruction delayed completion of the work.

i. Unless otherwise specified in this Easement Agreement, VA shall accept, as promptly as practicable after completion and inspection, all Work Requiring

VA Approval or that portion of the work VA determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the VA's or the Government's rights under any warranty or guarantee.

j. Inspection and acceptance of Work Requiring VA Approval will be appropriately documented by the Parties via completion of a Final Inspection Report, Transfer Receipt Form, and Custody Receipt Form ("**VA Construction & Transfer Forms**"), templates for which are included herein and attached hereto as Exhibit O. Such inspection and acceptance documents will be in the substantially the same form as included at Exhibit O.

6. Warranty of Construction.

a. In addition to any other warranties in this Easement Agreement, Grantee warrants, except as provided in paragraph (i) of this Article 3.Q.6, that Work Requiring VA Approval conforms to the requirements of this Easement Agreement and is free of any defect in equipment, material, or design furnished, or workmanship performed by Grantee or any of Grantee's contractor or subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one (1) year from the date of final acceptance of such work. If VA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one (1) year from the date the VA takes possession.

c. Grantee shall remedy, at Grantee's expense, any failure to conform or any defect. In addition, Grantee shall remedy, at Grantee's expense, any damage to Government-owned or controlled real or personal property, when that damage is the result of—

(1) Grantee's failure to conform to the requirements of this Easement Agreement; or

(2) Any defect of equipment, material, workmanship, or design furnished.

d. Grantee shall restore any work damaged in fulfilling the terms and conditions of this clause. Grantee's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.

e. VA shall notify Grantee, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

f. If Grantee fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, VA shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at Grantee's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Easement Agreement, Grantee shall–

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by VA; and

(3) Enforce all warranties for the benefit of the Government, if directed by VA.

h. In the event Grantee's warranty under paragraph (b) of this Article 3.Q.6 has expired, VA or the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

i. This warranty shall not limit the VA's or Government's rights under the clauses of this Easement Agreement regarding inspection and acceptance with respect to latent defects, gross mistakes, or fraud.

R. Safety and Security.

1. Grantee Community Relations team, Grantee Security, and other Grantee personnel and contractors will attend an annual training exercise with WLA Campus staff to help monitor, mitigate, and minimize the potential construction-related impacts experienced by Veterans suffering from PTSD or other mental illnesses.

2. Grantee and VA law enforcement personnel will meet when appropriate to start the preparation of a Memorandum of Understanding (MOU) or Memorandum of Agreement (MOA) between the agencies describing the roles and responsibilities in ensuring the public safety of veterans, WLA Campus patients, staff, and visitors as well as the surrounding community. The Grantee and VA law enforcement personnel will jointly collaborate on the required security systems that will be appropriate to enhance security on the VA WLA Campus and the Transit Facilities. The MOU/MOA will identify appropriate security systems to manage impacts created by increased pedestrian traffic and parking issues and will insure that the current security technology is compatible between the systems of the two agencies. The MOU/MOA will also identify appropriate tracking documentation protocols to ensure Grantee personnel participate in annual training exercises.

3. Grantee will design, acquire, and install at the Transit Facilities and the WLA Campus measures to enhance security, such as Closed-Circuit Television (CCTVs). Grantee will provide VA with access to the camera's electronic data from the station entrance and other at-grade areas.

S. Additional Construction Obligations.

1. Grantee will maintain an updated project schedule of major design and construction activities which will indicate design submissions, review periods, major construction activities and scheduled utility outages. Grantee will coordinate all design and construction activities with VA operations. Grantee will provide detailed construction drawings and a reasonable time frame for VA review and concurrence.

2. Grantee will assist VA during meetings with Southern California Edison (SCE) for the existing Ohio Power sub-station, including assisting VA with adding an electrical stub to provide a new power connection to serve the southern portion of the WLA Campus (South Campus) to manage impacts to electrical power supply and capacity available for future VA construction projects.

3. Grantee will provide a 3D graphical mapping of all utilities serving the WLA Campus interfacing with the Grantee construction, utilizing a state-of-the-art geographic information system, survey, or other appropriate methods so that VA can clearly understand utility risks during the current construction as well as for future reference with the anticipation of future Grantee facility expansion, renovation, and repairs.

ARTICLE 4 -- VA OBLIGATIONS

A. NEPA. Grantor shall cooperate with Grantee on the review 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 and 130(c), and whether such changes warrant supplemental analysis under the NEPA. Grantor shall cooperate with Grantee and the FTA on the completion of any supplemental NEPA analysis.

B. Environmental Responsibility.

1. After the grant of Easements to Grantee, VA shall be solely responsible for responding to the release of existing Environmental Contaminants located on or within the Easement Property, WLA Campus, and the Replacement Parking Structure Site that are aggravated, released, or exacerbated due to the acts or omissions of VA, its employees, agents, or contractors.

2. VA shall promptly notify Grantee of any release of Environmental Contaminants for which VA is responsible pursuant to paragraph B.1, discovered after the grant of the Easements to Grantee and during the TCE Term.

C. Cultural Resources. Grantor shall cooperate with Grantee on the review of any proposed Project changes taking place on the WLA Campus that alter the Project as defined and reviewed during the Section 106 Consultation. Grantor shall cooperate with Grantee on the consideration of whether such proposed changes warrant supplemental consideration and/or consultation under the NHPA. Grantor will be a required signatory to any future MOA amendments.

D. Plan Review. VA shall respond to Grantee's design and construction submittals in keeping with the objective for a "not to exceed" thirty (30) calendar days' review timeline with respect to the planning, design, and construction of any Work Requiring VA Approval.

VA shall use best efforts to reduce the thirty (30) calendar days' review timeline, with an objective of completing most reviews within fifteen (15) calendar days. After the completion of construction of any Work Requiring VA Approval, all planning, design, and construction guidelines for the Work Requiring VA Approval will be governed by Article 8 of this Easement Agreement.

E. Replacement Parking Structure. VA has designated the location of the Replacement Parking Structure within Parking Lot 3 (also referred to as the "**Replacement Parking Structure Site**") as shown in Exhibit J. Furthermore, VA has provided Grantee with access to the VA TIL and necessary VA codes, standards, specifications, guidelines, and any other specific requirements for the Replacement Parking Structure.

ARTICLE 5 -- SHARED OBLIGATIONS

A. VA and Grantee shall collaborate in a timely manner to accomplish all actions necessary for the performance of each Parties' responsibilities set forth in this Easement Agreement. During the TCE Term, Grantee and VA will meet regularly, monthly at a minimum (and more frequently as required), to discuss matters related to the Project. During the TCE Term, LACMTA will provide a minimum of a monthly schedule update (and more frequently as required), of all upcoming Grantee activities on and adjacent to the WLA Campus.

B. VA and Grantee shall coordinate and consent in advance to any public outreach throughout the duration of both the environmental clearance and construction processes, excluding Freedom of Information Act (5 U.S.C. § 552) responses. VA, however, will not release Grantee documents designated confidential, propriety, or otherwise security-sensitive, without Grantee's consent, unless release is required by applicable law or regulation. This Article 5.B will not be construed to limit or otherwise affect the release of any decision document executed by the FTA or Grantee associated with the evaluation of Project refinements and changed conditions against the 2012 EIS/EIR pursuant to 23 C.F.R. § 771.130(c).

C. Grantee shall be responsible, at its sole expense, for providing security of the Easement Property for twenty-four (24) hours a day, seven (7) days a week, during the TCE Term.

D. Grantee shall be responsible, at its sole expense, for providing security of the Replacement Parking Structure Site for twenty-four (24) hours a day, seven (7) days a week, from the Commencement of Construction for the Replacement Parking Structure until delivery to VA.

E. VA, Grantee, and any required third-party law enforcement agencies shall enter into and maintain law enforcement agreement(s) for the Easement Property and the WLA Campus in order to clarify the respective law enforcement authority and responsibilities to be implemented upon commencement of operations of the Transit Facilities. The timing of such agreements shall be determined by the security chiefs for VA and Grantee

and shall be fully executed by all Parties at least six (6) months prior to the commencement of operations of the Transit Facilities.

F. Prior to the commencement of operations of the Transit Facilities, VA and Grantee shall jointly agree on the official adopted name for the Transit Facilities, consistent with the Parties' then current policies and procedures for such actions.

ARTICLE 6 -- USE OF EASEMENT PROPERTY

A. Easement Property Use In General. Except as provided for in Section B of this Article, Grantee shall use the Easement Property during the Easement Term only for the Transit Facilities in the size, configuration and building elevations as described in the Transit Facilities Conceptual Drawings, subject to any change orders or modifications to which VA and Grantee mutually agree in writing. Grantee's use of the Easement Property shall not include any political, gambling, obscene, or pornographic uses, or other programs prohibited under applicable Federal, State, and local law.

B. Prior Consent Required For Any Other Uses. Consistent with Section A above, and except as VA and Grantee may otherwise agree in writing, no other uses of the Easement Property shall be permitted on the Easement Property during the Easement Term, except those set forth in this Easement Agreement.

C. Consistent with Sections A and B of this Article 6, and subject to the terms and conditions of this Easement Agreement, Grantee shall and may peacefully and quietly have, hold, and enjoy the Easement Property for the Easement Term, without disturbance from VA, and free from any encumbrance created or suffered by VA, except to which this Easement is made subject to in accordance with Article 14.

ARTICLE 7 -- COMPLIANCE WITH APPLICABLE LAWS, RULES, AND REGULATIONS

A. Grantee agrees that it will 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 to design, construct, operate, manage, and maintain the Easement Property as contemplated in this Easement Agreement, including but not limited to Article 6. Additionally, during the Easement Term, Grantee shall comply with all applicable Federal, State, and local laws, codes, and ordinances regarding the construction, operation, and maintenance of the Easement Property.

B. Grantee agrees that at or prior to submission of any plats, plans, specifications, or applications for Work Requiring VA Approval to an approving authority for any approval, license, or permit with respect to compliance with applicable Federal, State, and local laws, codes, and ordinances, Grantee shall provide VA with a copy of each such proposed submission for review and approval (which shall not be unreasonably withheld, conditioned, or delayed). VA's comments on any such submittal from Grantee will be provided to Grantee within thirty (30) calendar days of receiving the submitted material. VA's review and approval shall be limited to ensuring that the proposed project and/or activities as reflected in the documents submitted to VA for review: (a) are architecturally

compatible with the WLA Campus and ongoing master planning process; (b) are consistent with the Easement Property uses identified in Article 6; and (c) would not adversely affect VA's use of, and other activities on the WLA Campus. In the event that VA disapproves of any such proposed submission and design from Grantee (based upon the foregoing Clauses (a) through (c)), VA shall, provide Grantee with a written explanation of the reasons for rejection of any such proposed submittal and design. Unless VA objects to such submitted material within thirty (30) calendar days of its receipt, the submittal shall be deemed approved by VA. Lastly, Grantee shall provide VA with a complete copy of all approved plats, plans, specifications, and applications for such Work Requiring VA Approval.

C. 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:

1. 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 Property and its appurtenant areas and facilities, whether or not on the Easement 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,

2. 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 Grantees and tenants and licensees doing business or extending services under contractual or other arrangements on the interest in property herein conveyed.

ARTICLE 8 -- IMPROVEMENTS OR CONSTRUCTION ON THE EASEMENT PROPERTY

A. Improvements: All development, construction, and renovation activities by Grantee Parties performed on, over, under, and through the WLA Campus, the Easement Property, and the Replacement Parking Structure Site, including but not limited to those relating to the use of roadways or pedestrian walkways, or connections with electricity, water, steam, sewer services, or other utilities, shall be coordinated in advance with VA. The repair of any damage to existing structures, systems, or facilities resulting from development, construction, or renovation activities by Grantee Parties shall be the sole responsibility of Grantee, and any affected structures, systems, and facilities shall be immediately repaired or replaced by (or on behalf of) Grantee in a manner acceptable to VA.

Grantee shall not enter into any contract or agreement with any city, county, or governmental agency or body or public utility with reference to sewer lines or connections, water lines, or connections, street improvements, including but not limited to curbs, gutters, parkways, and street lighting, utility connections, lines, or easements, without the

prior written consent of VA, which consent shall not be unreasonably withheld, conditioned or delayed. VA shall consent to or disapprove any proposed contract or agreement within thirty (30) calendar days after the date of submission thereof by Grantee. In the event that VA disapproves of any such proposed contract or agreement from Grantee, VA shall provide Grantee with a written explanation of the reasons for such disapproval. Unless VA provides its response within thirty (30) calendar days of its receipt, the contract or agreement shall be deemed approved by VA.

B. Grantee's Contracts For Construction: Grantee agrees that any and all general construction contracts for the development, construction, and renovation of the LACMTA Work, as well as any subsequent activities of this nature on the Easement Property, shall contain clauses indemnifying and holding VA harmless for any causes of action or damages arising as a result of any acts or omissions of the contractor(s).

C. Construction Documents: Grantee agrees that prior to undertaking development, construction, or renovation of the Work Requiring VA Approval, it will provide VA with a complete copy of all development, construction, and renovation documents at least sixty (60) days prior to undertaking any such activities.

D. Design Review and Approval: VA's comments on any submittal for Work Requiring VA Approval, to include development, construction, and renovation documents, and any supplements thereto, will be returned to Grantee within thirty (30) calendar days of receiving the submittal. VA shall have the right to reject such submittals. In any such instance, VA shall, along with its objection, provide a detailed, written explanation of the reasons for rejecting the submittal. Upon receipt of any VA rejection, Grantee shall respond to VA within ten (10) calendar days and identify specifically how it proposes to address each of VA's objections. VA shall then respond to the Grantee within ten (10) calendar days, and if VA shall continue to have objections, VA shall again specify those objections, and the parties shall work together to expeditiously reach an agreed set of plans and specifications. Should VA fail to provide a timely response within the above referenced thirty (30) calendar day and ten (10) calendar day periods, the submittal shall be deemed approved by VA and Grantee may proceed with activities based on the plans and specifications as submitted.

E. Access to Easement Property: Upon reasonable advance notice, Grantee agrees to permit VA's representatives, agents, and employees with access to and right of entry onto the Easement Property before, during, and after any development, construction, or renovation undertaken pursuant to this Article 8 for the purpose of monitoring, observing, and making inquiries in order for VA to determine compliance with the Easement Agreement. Protocols for entry and access to subsurface levels and/or highly restricted portions of the Easement Property will be coordinated with Grantee. It is understood by the parties that such activity does not relieve the Grantee of its responsibility for managing any and all on-site development, construction, and renovation activities.

F. As-Built Drawings: Upon completion of any development, construction, or renovation activities involving the Work Requiring VA Approval, Grantee shall provide VA with one complete set of reproducible drawings for all disciplines (e.g. Architecture,

Civil/Structural Engineering, Mechanical Engineering, Electrical Engineering, Physical Security and Sustainability) illustrating each and all stages of changes. The as-built drawings will incorporate all significant changes made over the life of the improvements. The title block shall be dated and entitled "As-Built Drawings". One electronic copy of the As-Built Drawings on CD, "AUTOCAD 2016" (read only format) or later edition if VA agrees in writing shall also be transmitted to VA Facilities Manager at the time of the reproducible drawings. VA shall have the right to review the As-Built Drawings for accuracy and completeness, and request that Grantee make any and all necessary revisions, additions, and/or modifications to them if VA reasonably finds and accurately deems them to be incomplete or inaccurate.

G. Mechanics and Labor Liens: Grantee agrees that it will not permit any claim or lien made by a mechanic, material man, laborer, or other similar liens to stand against the Easement Property or the WLA Campus for work or materials furnished to Grantee in connection with any development, construction, renovations, improvements, maintenance, or repairs relating to the LACMTA Work by Grantee or any contractors, subcontractors, builders, agents, employees, licensees, or invitees. Grantee shall cause any such claim of lien to be fully discharged within thirty (30) days after the date of filing thereof. However, in the event Grantee, in good faith, disputes the validity or amount of any such claim of lien, and if Grantee shall give to VA such security as VA may reasonably require to insure payment thereof and prevent any sale, foreclosure, or forfeiture of the Easement Property, the WLA Campus, or any portion thereof by reason of such nonpayment, Grantee shall not be deemed to be in breach of this requirement so long as Grantee is diligently pursuing a resolution of such dispute with continuity and, upon entry of final judgment resolving the dispute or, if litigation or arbitration results therefrom, discharges said lien within thirty (30) days after the date such judgment is rendered or filed.

ARTICLE 9 -- OCCUPANCY AND MAINTENANCE PROVISIONS

A. Subject to the terms and conditions of this Easement Agreement, Grantee shall at all times protect, preserve, maintain, and repair the Easement Property, and shall keep same in good order and condition that is consistent with the industry standards for similar transit facilities. All grounds, sidewalks, lawns, shrubbery, and structures that are visible to the general public shall be maintained to a standard that is comparable to and consistent with the maintenance provided for the WLA Campus. Grantee shall at all times exercise due diligence in the protection of the Easement Property against damage or destruction by fire or other causes.

During the TCE Term, the Easement Property and the Replacement Parking Structure Site shall at all times be maintained in a tenantable, safe, and sanitary condition consistent with the construction industry standards for similar construction projects.

ARTICLE 10 -- RISK OF LOSS AND INSURANCE

A. All Risk: Grantee shall, in any event and without prejudice to any other rights of VA, bear all risk of loss or damage to the Easement Property arising from any causes

whatsoever with or without fault, including but not limited to, fire; lightning; storm; tempest; explosion; impact; aircraft; vehicles; smoke; riot; civil commotion; bursting or overflowing of water tanks, apparatus or pipes; loss or damage by explosion of steam boilers, pressure vessels and similar apparatus now or hereafter installed; flood; labor disturbances; earthquake; malicious damage; or any other casualty or act of God to the fullest extent permitted by law. Grantee shall maintain, at its own expense, an "All Risk" insurance policy against the risks enumerated above with a reputable insurance company of recognized responsibility. Such insurance shall be maintained at all times in an amount as specified in this Article 10. Provided always, however, that Grantee shall bear all risk of loss of or damage to such Easement Property for the entire Easement Term for any work or other responsibilities required to be performed under the provisions of this Easement Agreement, except as otherwise provided for by the Federal Tort Claims Act (28 U.S.C. §§ 2671-2680).

In addition, Grantee shall maintain at its sole expense, all that insurance further required in accordance with this Article 10. Maintenance of insurance required in accordance with this Article 10 must include acts resulting from the willful misconduct, lack of good faith, or negligence of Grantee or any of its officers, agents, servants, employees, licensees, or invitees or by any failure on the part of Grantee to fully perform its obligations under this Easement Agreement. Maintenance of insurance required in accordance with this Article 10 shall effect no limitation on Grantee's liability with respect to any loss or damage resulting from the willful misconduct, lack of good faith, or negligence of Grantee or any of its officers, agents, servants, employees, licensees, or invitees or by any failure on the part of Grantee to fully perform its obligations under the Easement Agreement.

B. Insurance:

1. Grantee's Insurance: Grantee, at its expense, shall carry and maintain with regard to the Easement Property, the following insurance during the Easement Term:

a. All-risk property and casualty insurance against the risks enumerated in Section "A" of this Article 10 in an amount at all times equal to at least 100% of the full replacement value of the improvements to the Easement Property;

b. Public liability and property damage insurance, including but not limited to, insurance against assumed or contractual liability under this Easement Agreement, with respect to the Easement Property as specified above, to afford protection with limits of liability in amounts approved from time to time by VA, but not less than one million dollars (\$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 one million dollars (\$1,000,000.00) for Easement 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 VA may reasonably require for its protection;

e. All amounts of insurance required by this Article 10 shall be adjusted annually, to reflect increases in 100% of the full replacement value of the Easement Property. Grantee agrees that it will not subrogate to its insurance carrier any right or action that it has or may have against VA for any loss covered by insurance, nor will Grantee, if it is suffering (or about to suffer) such loss, prosecute any suit against VA by reason of such loss for which it is covered by insurance. Grantee agrees to notify its insurance carrier(s) of the provisions of this Article 10.

2. **The Grantee's Contractor's Insurance:** During the Easement Term, Grantee shall require any contractor performing work on the Easement Property to carry and maintain at no expense to VA the following insurance:

a. Comprehensive general liability insurance, including but not limited to, contractor's liability coverage and contractual liability coverage of at least one million dollars (\$1,000,000.00) with respect to personal injury or death, and one million dollars (\$1,000,000.00) with respect to property damage;

b. Workers' compensation or similar insurance in form and amounts required by law; and

c. Any other insurance as VA may reasonably require in order to protect itself and its personnel in the discharge of its duties and obligations hereunder.

d. Grantee and/or Grantee's contractors shall be obligated to correct any damage caused by or attributable to such contractor or subcontractors for the work or materials performed by or on behalf of Grantee.

3. **Policy Provisions:** All insurance, which this Easement Agreement requires Grantee to carry and maintain or cause to be carried or maintained pursuant to this Article 10, Section B shall be in such forms, for such amounts, for such periods of time, and with such insurers as VA shall approve. All policies or certificates issued by the respective insurers for public liability and all-risk property insurance will name VA and Grantee as insured or joint loss payees as their respective interests appear, shall provide that any losses shall be payable notwithstanding any act or failure to act or negligence of Grantee or VA or any other person, and provide that no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least thirty (30) days after receipt of notice by VA in all such instances. In no circumstance will Grantee be entitled to assign to any third-party rights of action that Grantee may have against VA. Further, each such policy shall provide that the insurer shall furnish written notice to VA thirty (30) days in advance of the effective dates of any reduction or cancellation of such policies.

4. **Delivery of Policies:** Grantee shall deliver promptly to VA a certificate of insurance or a certified copy of each policy of insurance required by this Easement Agreement 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.

5. Self-Insurance; Grantee's Contractor's Insurance. Grantee may satisfy its insurance requirements set forth in this Section 10 by providing evidence, to the reasonable satisfaction of VA, that Grantee is legally self-insured. Grantee agrees that any program of self-insurance shall protect the interests of VA to the same extent as those interests would have been protected had commercial insurance policies conforming to the requirements of this Article 10 been in effect.

C. Loss or Damage:

1. In the event that the Easement Property or any part thereof, is damaged by fire or by other casualty, whether or not such casualty is the fault of, or results from negligence of Grantee, other than the results of negligence of VA's employees, agents, or contractors, liability for which shall be governed exclusively by the provisions of the Federal Tort Claims Act (28 U.S.C. §§ 2671-2680), Grantee shall: (a) within thirty (30) days of such damage file an insurance claim seeking sufficient proceeds to cover such damage; and (b) within one hundred twenty (120) days of receiving such proceeds, repair, restore, or rebuild the Easement Property to its pre-loss or pre-damage condition by applying all such monies towards that result. Any repairs or reconstruction shall be performed in accordance with plans and specifications which will be provided to VA, provided that if the repairs or reconstruction diligently pursued cannot be reasonably completed within one hundred twenty (120) days, Grantee shall have such time as is reasonably required and agreed to by the parties to complete, as applicable, the repair or construction.

2. If Grantee refuses or fails to repair, restore, rebuild, or demolish the damaged or destroyed Easement Property or any part thereof so damaged or destroyed, to the reasonable satisfaction of the VA, VA may terminate this Easement Agreement by providing written notification to Grantee, following the notice and cure periods set forth in Article 18.B. In such event, title to the Easement Property and any other improvements placed on the Easement Property shall vest in the Government without notice or further action being required on VA's part and VA may undertake the repair, restoration, rebuilding, or demolishing of the Easement Property and any other Improvements placed on the Easement Property or the damaged or destroyed portion thereof, and may complete it, by contract or otherwise, and may take possession of and use any materials on the work site necessary for completing the work. Grantee and its sureties shall be liable for any damages or costs incurred by VA to repair, restore, rebuild, or demolish the Easement Property and any other improvements placed on the Easement Property, or the damaged or destroyed portion thereof. This liability includes costs incurred by VA in completing the work.

ARTICLE 11 -- DELIVERY, RESTORATION, AND SURRENDER

A. Delivery of the Easement Property to Grantee. Commencing on the applicable Easement Start Dates, VA has made the Easement Property available to Grantee for the

construction, operation, and maintenance of the Transit Facilities in accordance with this Easement Agreement. Access to the Replacement Parking Structure Site for the construction of the Replacement Parking Structure Site and access to the WLA Campus for the construction of Additional Mitigations shall occur after the Effective Date and will be coordinated by and between VA and Grantee based upon the adopted construction schedule for the Replacement Parking Structure and the Additional Mitigations.

B. Reversion, Title and Vesting of Improvements. Upon the termination or expiration of the TCE Term or termination of this Easement Agreement, all applicable right, title and interest of Grantee (and anyone claiming by, under, or through Grantee) in and to the Easement Property or any applicable portion thereof, and any improvements, and all machinery, equipment, fixtures, and personal property attached or used in connection with such part of the Easement Property that remain on such property, whether or not the same become fixtures, shall immediately revert to and/or vest in VA without compensation therefor, and without any further action by the Parties. However, should any further action be necessary to accomplish such reversion and vesting, Grantee agrees to cooperate with VA and take all actions reasonably necessary to accomplish the same. No claim for damages against VA or its officers or agents shall be created or made on account of such expiration or termination of this Easement Agreement.

C. Surrender of the Easement Property by Grantee. Grantee shall at its sole cost and expense and on or before the expiration or termination of the TCE Term or earlier termination of this Easement Agreement, vacate and deliver physical possession of the relevant portion of the Easement Property, together with any remaining improvements located thereon, to VA. At that time, such portion of the Easement Property being returned to VA shall be in good order, condition, and repair, and free and clear of any tenancy or occupancy by third persons. If Grantee shall fail, refuse, or neglect to vacate the relevant part of the Easement Property and remove its or any third persons' personal property, then upon termination or expiration of the TCE Term or early termination of this Easement Agreement, such personal property shall be considered abandoned and, at the option of VA, either become the property of VA without compensation therefor, or VA may cause it to be removed and/or destroyed at the expense of Grantee, and no claim for damages against VA, its officers, or agents shall be created or made by or on account of such removal and/or destruction.

ARTICLE 12 -- ENVIRONMENTAL PROVISIONS

A. To the extent the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601-9675 ("**CERCLA**"), the Resource Conservation Recovery Act, as amended, 42 U.S.C. §§ 6901, et seq. ("**RCRA**"), or other applicable 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 Easement Property due to (1) the United States' status as Federal owner of the Easement Property, (2) acts of VA and/or former owners on or affecting the Easement Property, or (3) acts or omissions of government contractors on or affecting Easement Property that occurred while VA had jurisdiction and control of the Easement Property, VA shall indemnify Grantee, 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 and arising from any of the foregoing acts set forth in Clauses (1), (2), and/or (3) and properly assessable against VA under CERCLA, RCRA, or other applicable environmental law. Grantee shall immediately notify VA upon receipt of any notices, claims, or other information that identifies any environmental problems on or related to the Easement Property which may require Grantee 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 Easement Agreement may be construed as implying that Congress will at a later date appropriate funds to meet any deficiencies.

B. Notwithstanding Article 12.A above and in accordance with Article 3, Section N above, to the extent CERCLA, RCRA, or other applicable environmental law properly 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 Easement Property due to acts of Grantee, its contractors, builders, agents, employees, and/or licensees relating to the site preparation, construction activities, operations, management and maintenance of the Easement Property, including any environmental remediation, which occur after the Easement Start Date applicable to the impacted portion of the Easement Property, Grantee shall indemnify VA for any liability, loss, expense, damage, or cost incurred or suffered by VA and properly assessable against Grantee under CERCLA, RCRA, or other applicable environmental law. Grantee shall immediately notify VA upon receipt of any notices, claims, or other information that identifies any environmental problems on or related to the Easement Property which may require Grantee and/or VA action and/or expenditure of funds.

C. In accordance with Article 12.B above, if and to the extent that VA during the Easement Term 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 treatment, disposal, and/or release of one or more “Hazardous Substances” (as defined in Article 13 below) on or affecting the Easement Property, VA at its sole and absolute discretion, may seek to initiate good-faith discussions and negotiations with Grantee, for Grantee 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 all applicable Federal, State, and local law.

D. Should additional environmental studies under NEPA, CERCLA, or other applicable environmental law become necessary during the Easement Term due to proposed activities on the Easement 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 Grantee.

ARTICLE 13 -- HAZARDOUS SUBSTANCES

A. Presence and Use of Hazardous Substances. Grantee shall not, without Grantor's prior written consent, keep on or around the Easement Property, for use, disposal, treatment, generation, storage, or sale, any substance designated as, or containing components designated as, hazardous, dangerous, toxic, or harmful under Federal, state or local law (hereafter collectively referred to as "**Hazardous Substances**"), and/or that is subject to regulation, by Federal, state or local law, regulation statute or ordinance except (i) as may be customary in projects similar to the Project and in compliance with all applicable laws; (ii) those typically used in construction work such as gasoline for equipment, as reasonably determined by Grantee or (iii) those for which Grantee has obtained a permit from the relevant Governing Authority. With respect to any such Hazardous Substance, Grantee 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 Substances first brought upon the Easement Property from and after the date hereof;

2. At Grantor's request, submit to Grantor true and correct copies of all reports, manifests, and identification numbers with respect to any Hazardous Substances first brought upon the Easement 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 Grantor's request, submit written reports to Grantor regarding Grantee's use, storage, treatment, transportation, generation, disposal, or sale of Hazardous Substances first brought upon the Easement Property from and after the date hereof and provide evidence satisfactory to Grantor of Grantee's compliance with the applicable governmental regulations with respect to any Hazardous Substances first brought upon the Easement Property from and after the date hereof;

4. Allow Grantor or Grantor's agent or representative to come on the Easement Property at all reasonable times with reasonable prior notice to check Grantee's compliance with all applicable governmental regulations regarding Hazardous Substances for which Grantee is responsible under the terms of this Easement;

5. Comply with minimum levels, standards or other performance standards or requirements that may be set forth or established for certain Hazardous Substances (if minimum standards or levels are applicable to Hazardous Substances present on the Easement 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 Easement);

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

7. Grantor shall have the right upon reasonable prior written notice and at reasonable times to enter upon the Easement Property in order to inspect or monitor

same if Grantor has a reasonable belief that Hazardous Substances are present on the Easement Property in violation of applicable law. If such inspection or monitoring by Grantor confirms that Hazardous Substances are present and are in violation of applicable law, any and all reasonable costs incurred by Grantor and associated with Grantor's inspection of the Easement Property and Grantor's monitoring of Grantee's compliance with this Article 13, including Grantor's reasonable attorney's fees and costs, shall be additional rent and shall be due and payable to Grantor immediately upon demand by.

B. Cleanup Costs, Default, and Indemnification. During the Easement Term, Grantee shall be fully and completely liable to Grantor for any and all cleanup costs, and any and all other charges, fees, and penalties (civil and criminal) imposed upon Grantor by any Governing Authority with respect to any use(s) of any portion of the Easement Property after the applicable Easement Start Date, related to disposal, transportation, generation, and/or sale of Hazardous Materials, except where caused by the affirmative negligence or misconduct of VA or its employees, agents, or contractors; and provided, that liability and obligation by Grantee shall apply only to Hazardous Materials first brought upon the particular portion of the Easement Property from and after the applicable Easement Start Date. Grantee shall indemnify, defend, and save Grantor harmless from any and all of the costs, fees, penalties, and charges assessed against or imposed upon Grantor (as well as Grantor's reasonable attorney's fees and costs) as a result of Grantee's use, disposal, transportation, generation, and/or sale of Hazardous Substances at the Easement Property as described herein. Upon Grantee's default under this Article 13 and the expiration of the applicable notice and cure periods, in addition to the rights and remedies set forth elsewhere in this Easement Agreement, Grantor shall be entitled to the following rights and remedies:

1. 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 Easement Property, any and all damages and claims asserted by third parties and Grantor's reasonable attorney's fees and costs.

ARTICLE 14 -- SUBJECT TO EXISTING AND FUTURE EASEMENTS AND RIGHT OF WAY

A. This Easement Agreement is subject to all existing easements and rights of way, whether or not recorded, for location of any type of facilities over, across, in, above, or upon the Easement Property or any portion thereof (provided that some facilities may be subject to Utility Relocations as described in Article 3.B-1 of this Appendix); and the right of VA, upon consultation with Grantee, to grant such additional easements or rights of way over, across, in, above, or upon the Easement Property; and such approval shall not be unreasonably or arbitrarily withheld or delayed, provided that any such additional easements or rights of way shall not be inconsistent with Grantee's quiet use and enjoyment of the Easement Property under this Easement Agreement, and shall be conditioned on the assumption by the grantee thereof of liability to VA and to Grantee for such damages as VA and/or Grantee shall suffer for property damaged or destroyed or Easement Property rendered uninsurable as a result of grantee's exercise of its rights

thereunder. Grantee has identified the presence of existing easements and has worked with easement holders to identify those easement facilities that may be affected by the Project, in order to coordinate the relocation or protection in place of such affected facilities.

B. There is hereby reserved to the holders of such easements and rights of way as presently in existence, whether or not recorded, outstanding or which may hereafter be granted, to any Federal, State, or local officials engaged in the inspection, renovation, installation, maintenance, operation, repair, or replacement of facilities located on the Easement Property, such reasonable rights of ingress and egress over the Easement Property as shall be necessary for the performance of their official duties with regard to such facilities.

C. VA shall have the right to relocate any existing easements (at its sole cost and expense) and grant additional easements and rights of way over, across, in and upon the Easement Property, provided that: (1) any additional easement or right of way shall not be inconsistent with or adversely affect Grantee's actual or intended use of the Easement Property; (2) the grantee of any such easement or right-of-way agrees in writing to indemnify, hold harmless and defend VA and Grantee from and against any and all claims, actions, losses, damages or costs and expenses as VA or Grantee shall suffer or incur for injury to persons, or Easement Property destroyed as a result of grantee's exercise of its rights thereunder; and (3) the granting of such easement or right-of-way shall not affect the insurability of the Easement Property (i.e., either for title insurance purposes or for purposes of liability and casualty insurance).

ARTICLE 15 -- REPRESENTATIONS AND COMMITMENTS

A. Grantee and VA, respectively, each hereby represent, warrant, and covenant that as to itself, as of the Effective Date:

1. The Party has complied with all applicable laws and requirements in connection with the execution, delivery, and performance of this Easement Agreement.

2. The Party has the power, right, and is duly authorized to execute and deliver this Easement Agreement and the instruments referenced herein, and to take all action necessary to consummate the transactions contemplated by this Easement Agreement.

3. This Easement Agreement constitutes a legal, valid, and binding obligation of such Party, enforceable in accordance with its terms.

4. The Party undertakes to act with reasonable promptness, so that the other Party can complete its Easement Agreement obligations within agreed timelines.

5. The Party's signing, delivery, and performance of this Easement Agreement and its consummation of the transactions contemplated hereby, has been duly and validly authorized by all necessary action on its part.

(a) To Grantee's knowledge, neither its signing and delivery of this Easement Agreement, nor its consummation of the transactions herein contemplated, nor its compliance with the provisions hereof, will conflict with or result in a breach of, or constitute a default under, (a) any of the provisions of any law, governmental rule, regulation, judgment, decree or order binding on Grantee, (b) the constituent documents of Grantee, or (c) any of the provisions of any contract or other instrument to which Grantee is a party or by which it is bound.

(b) To Grantor's knowledge, neither its signing and delivery of this Easement Agreement, nor its consummation of the transactions herein contemplated, nor its compliance with the provisions hereof, will conflict with or result in a breach of, or constitute a default under, (a) any of the provisions of any law, governmental rule, regulation, judgment, decree or order binding on such Party or affecting the Easement Property, (b) the constituent documents of the Party, or (c) any of the provisions of any indenture, mortgage, contract or other instrument to which the Party is a party or by which it or the Easement Property is bound, or result in the creation or imposition of any lien, charge or encumbrance upon the Easement Property pursuant to the terms of any such indenture, mortgage, contract or other instrument.

6. All actions, approvals, consents, waivers, exemptions, variances, franchises, orders, permits, authorizations, rights, and licenses required under applicable law that are necessary in connection with the Party's signing and delivery of this Easement Agreement or the Party's consummation of the transactions contemplated hereby or the Party's performance of its obligations hereunder (other than any such actions that by their nature will become due or necessary at a future point in time during the Easement Term), have been duly taken, given or obtained, as the case may be, are in full force and effect, are not subject to any pending proceedings or appeals (administrative, judicial or otherwise), and either the time within which any appeal therefrom may be taken or review thereof may be obtained has expired, or no review thereof may be obtained or appeal therefrom taken.

7. This Easement Agreement has been duly signed and delivered by the Party and, assuming due authorization, signing and delivery by the other Party, constitutes a valid and binding obligation of the Party enforceable against the Party in accordance with its terms (except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforcement of the rights of creditors generally and the application of equitable principles in any proceeding, whether at law or in equity).

8. There is no action, suit, proceeding or investigation pending or, to the Party's knowledge, threatened against the Party before any court, administrative agency, arbitrator or governmental body that: (a) relates to any of the transactions contemplated by this Easement Agreement, or (b) either in any one instance or in the aggregate, if determined against the Party, would reasonably be likely (i) to conflict with the terms of this Easement Agreement or of any action taken or to be taken in connection with the obligations of the Party contemplated herein, (ii) to materially and adversely affect the Party's business, assets, operations or condition (financial or otherwise), taken as a

whole, or (iii) to materially and adversely affect the ability of the Party to perform its obligations under this Easement Agreement.

9. The Party is not in default with respect to any order or decree of any court or any order, rule, regulation, or demand of any Federal, State, municipal, or governmental agency, which default would reasonably be likely to materially and adversely affect the Party's ability to perform its obligations under this Easement Agreement or the transactions contemplated hereby.

10. All negotiations relative to this Easement Agreement and the transactions contemplated hereby have been carried on by the Party directly with the other Party, and without the intervention of any third party who may or will have a valid claim against the covenanting Party for a finder's fee, brokerage commission or other like payment with respect to this Easement Agreement or such transactions.

B. Grantee represents, warrants, and covenants to VA that as of the Effective Date:

1. Grantee is (a) a public agency existing under the authority of the State of California, validly existing and in full force and effect under the laws of the State of California; (b) will validly and legally remain as such throughout the Easement Term; (c) has and will continue to have throughout the Easement Term, full power as an agency of the State of California to enter into and perform its obligations under this Easement Agreement; and (d) has, or will have prior to the time the same are required by law, and will thereafter maintain throughout the remaining Easement Term, all licenses or other governmental approvals necessary to perform its obligations hereunder.

2. The Grantee is, and at all times during the Easement Term will be, a local or regional public transportation authority, in accordance with section 2(e)(1)(A) of the West LA Leasing Act.

3. Grantee has inspected the Easement Property, is fully familiar with the physical condition of the Easement Property, and based on the foregoing, Grantee acknowledges that, except as otherwise stated in this Easement Agreement, it is acquiring its interest in the Easement Property "as is" and with all faults, subject to all applicable law, and assumes all risks associated with pursuing the Project in accordance with this Easement Agreement and all applicable law.

4. As of the Effective Date, Grantee shall in accordance with and subject to Article 3.N., Article 4, Articles 12 and 13 of this Easement Agreement including any exceptions set forth therein, be responsible for all costs associated with or pertaining to the removal of any and all Hazardous Substances and materials from the Easement Property, and the Replacement Parking Structure Site and impacted parts of the WLA Campus (as described in Article 3.N.), including but not limited to, asbestos, mold, lead paint, and renovation, construction, and demolition debris. All such removal activities shall be performed in accordance with applicable Federal, State, and local laws, codes, and ordinances.

5. Grantee acknowledges that VA has made no representations or warranties concerning the condition of the WLA Campus, the Easement Property, and the Replacement Parking Structure Site, the fitness or suitability for any particular use or access to the WLA Campus, the Easement Property, and the Replacement Parking Structure Site (except as otherwise agreed by written agreement between the Parties), and VA shall not be liable to Grantee for any latent or patent defects in such WLA Campus, Easement Property, and Replacement Parking Structure Site, nor has VA agreed with Grantee to alter, improve, or maintain such WLA Campus, the Easement Property, or the Replacement Parking Structure Site, except as otherwise set forth in this Easement Agreement.

6. During the Easement Term, Grantee will construct, operate, and maintain the Easement Property for the Transit Facilities in accordance with the terms and conditions of this Easement Agreement.

7. During the Easement Term, Grantee will: (a) obtain, at its own expense, all pertinent Federal, State, and local permits, licenses, and approvals (including those approvals of VA) necessary for construction, renovation, operation, and maintenance of the Easement Property; (b) assure that all applicable Federal, State, and local requirements are met during construction, renovation, operation, and maintenance of the Easement Property (including but not limited to, the latest version of the National Fire Protection Association (NFPA) 101 Life Safety Code; the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.); the NHPA (54 U.S.C. § 300101, et seq.); and the Archaeological Resources Protection Act (16 U.S.C. § 470 et. seq.); and the Service Contract Act (41 U.S.C. §§ 6701-6707), all as such laws may be amended from time to time); (c) assure that the operation of the Easement Property in accordance with Article 6 does not negatively affect VA's activities and operations; and (d) assure that the Easement Property is operated as a drug and alcohol free environment and take action promptly when this requirement is not met by visitors, and Licensee's employees, contractors, and consultants.

8. Grantee will, at all times during the Easement Term use all reasonable and commercial best efforts to act so as to avoid the occurrence of any action(s) contained in Article 18 which constitute events of default.

9. Grantee will be responsible for maintaining and securing all necessary access to the Easement Property for construction, operation, and maintenance of the Easement Property. Access that requires utilization of the WLA Campus other than the Easement Property that is the subject of this Easement Agreement shall require advance coordination with and approval of the VA designated point of contact.

10. Grantee will be solely responsible for any and all costs associated with the repair and maintenance of the Easement Property in accordance with Articles 8 and 9 of this Easement Agreement, except as otherwise set forth in this Easement Agreement.

11. Grantee will assure that its construction, operation, and maintenance activities do not negatively affect VA's activities or operations.

12. Grantee shall at all times comply with the provisions of the NHPA and the Archaeological Resources Protection Act, 16 U.S.C. § 470, et seq., and any Programmatic Agreements executed with SHPO, and shall coordinate and work with VA and SHPO as needed.

13. Grantee shall not knowingly remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the Easement Property, Grantee shall immediately notify the VA designated point of contact and protect the site and items from further disturbance until VA provides clearance to proceed.

14. (a) In coordination with VA, Grantee will, within sixty (60) days after the completion of the yearly audit for each of its annual fiscal years on which Grantee operates, provide VA with a copy of its comprehensive annual audited financial report for LACMTA (collectively, the “**Grantee Financials**”). Additionally, Grantee will immediately notify VA telephonically and in writing of the occurrence of any material adverse change to its financial condition or circumstance that may affect its ability to perform its obligations under this Easement Agreement.

(b) Upon receiving the Grantee Financials referenced in the preceding Subparagraph (a) of this Article 15.B., VA shall be entitled to review them to ensure that Grantee is not undergoing, or about to undergo, an adverse financial condition or circumstance that would negatively impact Grantee’s ability to timely and adequately meet its Easement Agreement obligations.

(c) With respect to Grantee’s obligations under this Article 15.B., the Parties agree that if and to the extent that the highest court or other adjudicative body of competent jurisdiction to which the matter may be presented determines that any Grantee Financials submitted to VA (which were not duly corrected or supplemented within a reasonable time period) are materially misleading, VA shall be entitled to pursue any and all remedies available to it under this Easement Agreement, Federal, State, and local law, and at equity.

15. Annual Audit of the Easement: On an annual basis during the Easement Term for a period extending until three (3) years following the completion of all of Grantee’s obligations under Article 2 and 3 (such period, the “**Third Party Audit Period**”), Grantee shall obtain an independent third-party audit report of Grantee’s obligations under this Easement Agreement, detailing the extent to which the obligations contained in this Easement Agreement, particularly Article 2 and Article 3, are being met, as well as specific recommendations to address any identified deficiencies going forward. Following the Third Party Audit Period, on an annual basis during the Easement Term, Grantee shall perform an audit of Grantee’s obligations under this Easement Agreement, detailing the extent to which any remaining obligations contained in this Easement Agreement are being met, as well as specific recommendations to address any identified deficiencies going forward. The independent audit and Grantee audit (as applicable) shall contain a section containing feedback and input the auditor solicits and receives as part of their

audit report preparation, from stakeholders including the California congressional delegation, the former Plaintiffs in the *Valentini v. McDonald* lawsuit, Veteran Service Organizations, and Veterans, through means such as town halls, interviews, focus groups, written responses and/or surveys. Within sixty (60) days of the Parties' annual receipt of each third-party independent audit report or Grantee audit report (as applicable for the applicable periods noted in this Article 15.B.15), the Parties shall engage in discussions to review the report and address the auditor's recommendations regarding compliance with the terms of the Easement Agreement, and to explore potential improvements to address any identified deficiencies in or necessary adjustments to the delivery of Grantee benefits and services to Veterans and their families.

16. Grantee shall comply with actions and requests of VA necessary to implement recommendations provided by the VA Office of Inspector General ("VA OIG") pursuant to the audit and reporting requirements of the West LA Leasing Act.

C. Grantor represents, warrants, and covenants to Grantee that as of the Effective Date:

1. Grantor has and will continue to have throughout the Easement Term, full power to act for and on behalf of the Government to enter into and perform its obligations under this Easement Agreement.

2. Grantor has not received nor is it aware of any written notification from the Department of Building and Safety, Health Department, or other such city, county or state authority having jurisdiction, requiring any work to be done on or affecting the Easement Property except as previously disclosed.

3. Grantor has not entered any agreement for the sale or transfer of the Easement Property, and there are no rights of first refusal or option to purchase the Easement Property that would affect Grantor's ability to perform its obligations under this Easement Agreement.

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

ARTICLE 16 – PROHIBITION AGAINST ENCUMBRANCE OF THE EASEMENT PROPERTY

A. Nothing contained in this Easement Agreement authorizes Grantee to encumber in any manner, during the Easement Term, the United States' (i.e., VA's) fee interest in the Easement Property. Such fee interest in the Easement Property may not be subordinated or otherwise made subject to any deed of trust, mortgage, or other lien, or other encumbrance granted, suffered, or permitted by Grantee.

B. Grantee shall not create or cause to be created a mortgage, lien, or other encumbrance to be placed upon the Easement Property or Grantee's interest in the Easement Property.

C. Grantee may in good faith and at Grantee's own expense contest the validity of any asserted lien, claim, or demand not permitted under this Article; provided Grantee has furnished a bond or cash deposit freeing the Easement Property from the effect of such a lien claim, and provided VA with written evidence thereof. If such lien is not promptly discharged by Grantee: (1) within thirty (30) days after a judgment is rendered following any unsuccessful challenge of Grantee as to the validity of the asserted lien or (2) if no such challenge is made, within such thirty (30) days after Grantee receives a written request from VA to discharge or free the Easement Property from the effect of such a lien, VA may, but shall not be obligated to, discharge such lien. Any amount so paid by VA for any such purpose, with interest thereon at the prevailing rate of interest for "90-day U.S. Treasury Bills" or its successor from the date of any such payment, shall be repaid by Grantee to VA not later than thirty (30) days following Grantee's receipt of written notice from VA. Unless otherwise provided by law, Grantor shall forward any such payment to the General Fund of the U.S. Treasury.

ARTICLE 17 -- TAXES

A. VA's interest in this Easement, and the United States' fee interest in the Easement Property shall not be subject, directly, or indirectly, to any State or local laws relative to taxation, fees, assessment, or special assessments.

B. In addition, Grantee shall pay and discharge, at least thirty (30) days prior to delinquency, all taxes, general and special assessments, charges, and fees of every description that during the Easement Term may be levied or assessed against the Easement Property and all interests therein, whether belonging to VA or Grantee, or to which Grantee or VA may become liable in relation to the Easement Property, prior to the delinquency date thereof. Grantee agrees to protect and hold harmless VA and the Easement Property and all improvements in, on, or about the same from all liability for any and all such taxes, assessments, charges, and fees, together with any interest, penalties, or other sums thereby imposed, and from any sale or other proceeding to enforce payment thereof. During the Easement Term and at its sole cost and if VA so requests, Grantee shall cause all taxes, assessments, charges, and fees levied or imposed upon any personal property of Grantee situated in, on, or about the Easement Property to be taxed or assessed separately from the Easement Property and not as a lien thereon.

C. It is understood that it is the intent of the Parties that this be an absolute net Easement Agreement with no cost to VA. VA shall not be obligated to pay any charges, impositions, or assessments directly or indirectly made against or relating to the Easement Property or the activities of Grantee authorized pursuant to this Easement Agreement.

D. In the event that Grantee fails at any time during the Easement Term to pay taxes described herein when due, then VA shall have the right upon written notice to the Grantee, to require that Grantee deposit negotiable securities or other collateral to guarantee the payment of such taxes, so that there shall be sufficient sums available to pay same at least thirty (30) days prior to the due date of such taxes.

ARTICLE 18 -- EVENTS OF DEFAULT

A. Events of Default by Grantee. Each of the following actions or omissions by Grantee shall be considered an “**Event of Default**” by Grantee:

1. Grantee fails to use its interest obtained pursuant to this Easement Agreement and the Easement Property in a manner consistent with Article 6, and such failure remains uncured following thirty (30) days written notice from VA.

2. Grantee fails to pay any monetary obligation due under the provisions of this Easement Agreement and such failure continues for a period of forty-five (45) days after VA gives written notice to Grantee that the same is due and payable.

3. The failure or refusal of Grantee to discharge any lien, claim, demand, or encumbrance, or to initiate appropriate action, to quiet any such claim within the time specified in Article 16.C, whether or not VA exercises its right of discharge, or the failure or refusal of Grantee to make timely repayment of those sums expended to effectuate such discharge.

4. Grantee is (or becomes) insolvent or files a voluntary petition under any Federal or State Bankruptcy Code, or an involuntary case is filed hereunder against Grantee and the case is not dismissed within one hundred eighty (180) days. The filing of a voluntary or involuntary petition in bankruptcy shall result in the automatic termination of the Easement Agreement.

B. Events of Default by Either Party. Each of the following actions or omissions by either Party shall be considered an “**Event of Default**” by such defaulting Party:

1. Except for all other Events of Default by Grantee expressly covered in Article 18.A, a Party (or any permitted assignee or transferee in accordance with this Easement Agreement) (the “**Defaulting Party**”) fails to perform any non-monetary obligation, representation, consideration, covenant or condition, to be performed under this Easement Agreement, and such failure is not cured within a period of ninety (90) days after the Defaulting Party’s receipt of written notice from the other Party (the “**Non-Defaulting Party**”) describing the default (the “**Notice of Default**”), or if such default cannot reasonably be cured within ninety (90) days (as determined by the Non-Defaulting Party in its reasonable discretion), the Defaulting Party has not commenced the remedying thereof within such ninety (90) day period or the Defaulting Party is not thereafter proceeding with due diligence to remedy such failure (it being understood that for any event of a default that is not susceptible of being cured by the Defaulting Party within ninety (90) days then the time within which the Defaulting Party may remedy such default shall be extended by the Non-Defaulting Party for such period time, not to exceed one hundred twenty (120) days, as is reasonably necessary to complete a cure with continual due diligence).

ARTICLE 19 -- REMEDIES FOR DEFAULT

Upon the occurrence of an Event of Default, the Non-Defaulting Party may exercise any right, remedy, or privilege, which may be available to it under this Easement Agreement or under applicable local, State or Federal law. All remedies shall be cumulative and the election of one shall not preclude the exercise of another, at the same time or subsequently. Failure to exercise a remedy shall not constitute a waiver thereof. The Defaulting Party shall remain liable to the extent permitted by law with respect to all covenants and indemnities of this Easement Agreement. If an Event of Default remains uncured following the remedies outlined in this Article 19, it shall be considered a failure to comply with the terms and conditions of this Easement Agreement. Additionally, upon Event of Default by Grantee of this Easement Agreement, and Grantee's failure to cure or to commence to cure, within any applicable cure period, VA may immediately seek to terminate this Easement Agreement, in accordance with Paragraph 6 of this Easement Agreement, and recover its damages.

ARTICLE 20 -- DISPUTES

A. Except disputes arising under the Section 106 process, which shall be resolved using the dispute resolution process found in the MOA and any amended MOA, if a dispute arises under this Easement Agreement, the following procedures shall apply: 1) either Party may invoke the dispute resolution procedure set forth in this Article 20, and 2) the Parties shall make reasonable efforts to informally resolve disputes at the lowest level prior to the issuance of a formal written statement of dispute under the procedures set forth in this Article 20.

B. Within thirty (30) calendar days after any action which leads to or generates a dispute or after efforts to informally resolve a dispute have failed, either Party may submit a written statement of dispute to the other Party setting forth the nature of the dispute, the work affected by the dispute, the disputing Party's technical and legal position regarding the dispute, and the relief requested. The Medical Center Director for the WLA Campus and the Associate Executive Director, Office of Real Property, shall serve as Dispute Resolution Managers for VA. The Chief Program Management Officer and the Executive Officer – Section 3 Project, shall serve as Dispute Resolution Managers for LACMTA. The written statement of dispute shall be mailed by the Dispute Resolution Manager for the disputing Party to the Dispute Resolution Manager for the other Party.

C. The Dispute Resolution Managers shall have thirty (30) calendar days to resolve the dispute from the date of receipt of the written statement of dispute. The resolution of the dispute shall be memorialized in writing.

D. Except and to the extent either authorized Dispute Resolution Manager advises to the other party in writing, the Parties shall diligently perform under this Easement Agreement pending the completion of these dispute resolution procedures.

E. If the Dispute Resolution Managers are unable to resolve the dispute within thirty (30) calendar days of receipt of the written statement of dispute, the Parties may pursue resolution through appropriate higher-level officers of VA and LACMTA.

F. If a dispute arises under this Easement Agreement that VA reasonably deems to impact Medical Center operations, the Dispute Resolution Managers shall act promptly to resolve any such disputes.

G. The timeframes set forth above for reporting and resolution of disputes may be extended by mutual agreement of the Parties and such agreement shall be memorialized in writing.

ARTICLE 21 –INDEMNIFICATION BY GRANTEE

A. Except for damages or injuries resulting or arising from the acts of its officers, agents, or its employees properly cognizable under the Federal Tort Claims Act (28 U.S.C. §§ 2671-2680), as it may be amended, neither the Government nor VA shall be responsible for damages to the Easement Property or WLA Campus or for injuries to persons that may arise on the Easement Property or WLA Campus arising or resulting from the Grantee's use of the Easement Property and the WLA Campus and from the privileges granted in this Easement Agreement.

B. Grantee agrees to indemnify, save, hold harmless, and defend the United States and VA and its respective officers, agents and employees, from and against all claims, actions, demands, losses, damages, liabilities, judgments, costs, and attorneys' fees, arising out of, claimed on account of, or in any manner predicated upon: (1) personal injury, death or property damage resulting from, related to, caused by or arising out of the construction (or defective construction), possession, and/or use of the Easement Property; or (2) any activities, omissions, or services furnished by Grantee or any contractors, subcontractors, builders, agents, employees, licensees, or invitees undertaking any activities on the Easement Property or that relate to the Project, which fail to comply with the terms, conditions, reservations, restrictions, and requirements of this Easement Agreement and pertinent documents referenced herein. Such indemnity, save, hold harmless, and defend obligations of the Grantee in this Article 21.B shall not extend to those acts or omissions for which the Government is liable under the Federal Tort Claims Act (28 U.S.C. §§ 2671-2680), as provided in Article 21.A above.

C. VA shall promptly notify Grantee of the existence of any claim, action, demand, or other matter to which Grantee's indemnification obligations to the Government or VA would apply, and shall give Grantee a reasonable opportunity to defend the same at its own expense and with counsel of its selection; provided that, the VA (including the United States) shall at all times also have the right to fully participate in the defense at its own expense. VA shall cooperate with Grantee to the extent reasonably necessary in any such defense. If Grantee shall, within a reasonable time after notice to Grantee, fail to defend, VA or the Government shall have the right, but not the obligation, to undertake the defense of, and (while exercising reasonable business judgment in its discretion) to compromise or settle the claim or other matter on behalf, for the account, and at the risk, of Grantee. If the claim is one that cannot by its nature be defended solely by Grantee, then VA, in its sole discretion, shall make available all information and assistance that Grantee may reasonably request.

D. NOTHING IN THIS EASEMENT AGREEMENT SHALL BE DEEMED TO WAIVE OR IMPAIR THE IMMUNITIES OR LIMITATIONS OF LIABILITY OF GRANTEE OR VA AS TO THIRD PARTIES, DIRECTLY OR INDIRECTLY, AND NOTHING IN THIS EASEMENT AGREEMENT SHALL BE DEEMED TO PROVIDE A RIGHT OF ACTION IN FAVOR OF A THIRD PARTY AGAINST VA OR AGAINST GRANTEE WHICH WOULD NOT OTHERWISE EXIST.

ARTICLE 22 -- DEFINITIONS

“Bonsall Avenue”: means the north-south orientation roadway within the WLA Campus.

“Commencement of Construction”: means that date that Grantee, its construction contractor, any subcontractor, or builder associated with the LACMTA Work commences any reasonable act (i.e., groundbreaking, erection, etc.) on the WLA Campus aimed at, or which effectively establishes, builds, erects, constructs, raises, develops, or furthers any portion of the LACMTA Work, including any subsurface region(s).

“Construction Staging Areas”: means those areas of the Easement Property and the Replacement Parking Structure Site to be utilized for construction activities, construction staging activities, construction materials delivery and storage, temporary construction office trailers, Grantee’s employees, visitors, agents, contractors, and subcontractors vehicle parking, construction equipment storage, and other activities consistent with similar construction projects, as shown in Exhibit A-3.

“Draft Master Plan”: means VA’s WLA Campus Draft Master Plan dated January 28, 2016 which can be accessed at <http://www.losangeles.va.gov/MasterPlan/> (last visited May 4, 2021).

“Dowlen Drive”: means the primary circular roadway located within the South Campus, immediately south of the Easement Property and surrounding the Medical Center.

“Easement Agreement”: means this easement agreement, including the Perpetual Easement, the TCE, and all Appendices and Exhibits, between VA and Grantee.

“Easements”: means the TCEs and Perpetual Easements located within a portion of the Easement Property Legal Parcel which are granted to LACMTA in order to construct and operate the Project and the Transit Facilities, which are a public use.

“Easement Property”: means that certain real property consisting of approximately 12.39 acres, as described and depicted in Exhibits A-1 and A-2, and all of the structures, improvements, solar generation equipment and structures, utilities, fixtures, infrastructure, and any other Improvements that are located, constructed, erected, or placed thereon.

“Easement End Date” means the expiration date of a particular Easement as indicated in the “Easement End Date” column set forth in the List of Easement Property

attached as Exhibit A.

“Easement Start Date” means the commencement date of a particular Easement as indicated in the “Easement Start Date” column set forth in the List of Easement Property attached as Exhibit A.

“Easement Term”: means the term of the Easement Agreement, which commences as of the Effective Date and includes the TCE Term (and any Extension Term, as applicable) and the Perpetual Easement Term.

“EIS/EIR”: means the regulatory documents that the FTA and Grantee have completed which analyzed the impacts of the Project pursuant to the National Environmental Policy Act (“**NEPA**”) (42 U.S.C. §4321, et seq.), and are comprised of an Environmental Impact Statement / Environmental Impact Report (“**EIS/EIR**”) and a Record of Decision issued on August 9, 2012, a November 2017 Final Supplemental Environmental Impact Statement (SEIS), and the December 2018 Section 130(c) Technical Memorandum which evaluated the impacts of the Project pursuant to NEPA.

“Environmental Contaminants”: means any substance, material, or waste which is a 1) hazardous substance, pollutant, or contaminant under CERCLA, 42 U.S.C. § 9601, et seq.; 2) any substance designated pursuant to 33 U.S.C. § 1321(b)(2)(A) of the Federal Water Pollution Control Act; 3) any hazardous waste having the characteristics identified under or listed pursuant to 42 U.S.C. § 6921 of the Solid Waste Disposal Act (but not including any waste the regulation of which under the Solid Waste Disposal Act, 42 U.S.C. § 6901 et seq., has been suspended by Act of Congress); 4) any toxic pollutant listed under 33 U.S.C. § 1317(a) of the Federal Water Pollution Control Act; 5) any hazardous air pollutant listed under 42 U.S.C. § 7412 of the Clean Air Act; 6) any imminently hazardous chemical substance or mixture with respect to which the US EPA Administrator has taken action pursuant to 15 U.S.C. § 2606 of the Toxic Substances Control Act; 7) petroleum and any petroleum product or derivative; 8) any unexploded ordnance, military munitions, weapons or nuclear or radioactive material, if not otherwise defined as a hazardous substance, pollutant or contaminant; and 9) any other substance, waste or material which currently or in the future is regulated as hazardous or toxic substance, material or waste under applicable federal, state or local laws that requires a response action as a result of a release or threatened release of such substance, waste or material.

“Event of Default” shall have the meaning set forth in Article 18 of the Appendix.

“Force Majeure”: means any of the following that directly cause any of the Parties’ obligations hereunder not to be performed in a timely manner: (a) an earthquake, hurricane, tornado, flood, or other similar act of God; (b) fire; (c) strikes or similar labor disputes provided such strike or similar dispute is beyond a Party’s control and provided such Party takes all steps reasonably possible to remediate such strike or similar dispute; (d) acts of the public enemy; (e) as to Grantee, inability to obtain labor or materials or clear access to the Project by reason of acts or omissions of any governmental body not caused by Grantee’s actions or omissions; (f) rebellions, riots, insurrections or civil unrest; (g) unusually severe weather conditions that actually cause similar renovation activities

in the area of the Project to be suspended; (h) discovery, remediation, and abatement of any unknown environmental hazard or unknown hazardous substance (i.e., a hazardous substance, covered by any environmental law or regulation, whose existence on the Easement Property is unknown to Grantee by the Effective Date) which is affecting the Easement Property; (i) discovery of any ancient, historical, archeological, architectural, or cultural artifacts, relics, or remains on the Easement Property; and (j) any act or omission of a governmental body not caused by VA's or Grantee's actions or omissions.

“Governmental Approval” means any entitlement, license, permit, approval, certification, or other ministerial or discretionary approval required from any Governing Authority for the work to be performed.

“Governing Authority”: means any federal, state, county, municipal or local governmental, or any quasi-governmental body or authority having or exercising jurisdiction over the work to be performed.

“Improvements”: means any existing improvements on the Easement Property, and any development, construction, operation, and maintenance activities made on or to the WLA Campus, the Easement Property, and the Replacement Parking Structure Site by Grantee after the Effective Date.

“Interim Parking Lot 42”: means the portion of Parking Lot 42 that is not included in the Perpetual Easement or the TCE which will be utilized for Medical Center parking, Medical Center patient pick up and drop off, and shuttle bus operations during the TCE Term.

“Interim Surface Parking Areas”: means the areas within the Easement Property Legal Parcel described and depicted in Exhibit H to be utilized by VA for patient, staff, and visitor parking.

“LACMTA Work”: means the construction projects comprised of the Transit Facilities, the Replacement Parking Structure, the Grantee Obligations, and certain other work to be designed, funded, and constructed by LACMTA on the WLA Campus as set forth in this Easement Agreement.

“Legal Parcel Containing Easement Property”: means the southernmost legal parcel within the WLA Campus containing approximately 209 acres of land with improvements located thereon and designated by Assessor Parcel Number 4365-008-904 as depicted in Exhibit C, whereupon the Easement Property and Transit Facilities are located.

“MMRP”: means the Mitigation Monitoring and Reporting Plan for the Project, including the Transit Facilities, which outlines Grantee's ongoing obligations and responsibilities with respect to mitigations during the Easement Term. The MMRP as of the Effective Date is contained in Exhibit M.

“MOA”: means the Memorandum of Agreement by and between FTA, SHPO, and LACMTA for the Los Angeles Westside Subway Extension Project, currently known as

the Westside Purple Line Extension, which was fully executed with an effective date of March 7, 2012. The MOA is contained in Exhibit N-1.

“MOA First Amendment”: means the first amendment to the MOA by and between FTA, SHPO, VA, Advisory Council on Historic Preservation (“ACHP”), and LACMTA for the Los Angeles Westside Subway Extension Project, currently known as the Westside Purple Line Extension, which was fully executed with an effective date of November 25, 2019. The MOA First Amendment is contained in Exhibit N-2.

“MOA Second Amendment”: means the second amendment to the MOA by and between FTA, SHPO, VA, ACHP, and LACMTA for the Los Angeles Westside Subway Extension Project, currently known as the Westside Purple Line Extension, which was fully executed with an effective date of November 6, 2020. The MOA Second Amendment is contained in Exhibit N-3.

“North Campus”: means the portion of the WLA Campus located north of Wilshire Boulevard as described and depicted in Exhibit B.

“Parking Lot 3”: means the portion of the WLA Campus within the South Campus that has been designated as the location for the Replacement Parking Structure (also referred to as the Replacement Parking Structure Site), as described and depicted in Exhibit J.

“Parking Lot 42”: means the existing conditions as of November 30, 2020 for the surface parking lot containing approximately 418 parking spaces and solar generation equipment and structures located immediately north of the Medical Center, south of Wilshire Boulevard, and east of Bonsall Avenue, as described and depicted in Exhibit K.

“Parking Lot Decommissioning Date”: The intended date for the closure of Parking Lot 42.

“Parking Lot 42 Restored”: means the future condition upon expiration of the TCE Term for the surface parking lot to be created by the remainder of the following areas: (a) Parking Lot 42, less (b) the applicable portion of the Perpetual Easement located within Parking Lot 42.

“Parking Lot 42 Solar Power System”: means the existing solar array photovoltaic (“PV”) panels and related footings and structural improvements located in Parking Lot 42, as described and depicted in Exhibit I.

“Perpetual Easement”: means the perpetual easement granted to Grantee that are necessary for the construction, operation, and maintenance of the Transit Facilities as described and depicted in Exhibit A-1.

“Perpetual Easement Property”: means that certain real property consisting of approximately 4.2 acres, as described and depicted in Exhibit A-1.

“Perpetual Easement Property Start Date”: means the commencement date as to each respective Perpetual Easement Property parcel as set forth in the List of Easement Property attached as Exhibit A.

“PLA/CCP”: means the LACMTA Project Labor Agreement/Construction Careers Policy that is applicable to the Project.

“Replacement Parking Structure”: means the multi-story parking structure to be constructed on Parking Lot 3 of the South Campus, containing a minimum of 809 vehicle parking spaces to provide for the replacement of vehicle parking spaces impacted within Parking Lot 42 and Parking Lot 3. Preliminary concept information regarding the Replacement Parking Structure is described and depicted in Exhibit J.

“Replacement Parking Structure Site”: means the portion of the WLA Campus within the South Campus commonly referred to as Parking Lot 3, that has been designated as the location for the Replacement Parking Structure, as described and depicted in Exhibit J.

“Replacement PV System”: shall have the meaning set forth in Article 3.E.2.

“Sawtelle Boulevard”: means the north-south orientation roadway within the South Campus, operational between Ohio Avenue and the western entrance to the Medical Center.

“Section 106 Consultation”: means the process by which FTA executed a MOA on March 7, 2012, with LACMTA and SHPO pursuant to Section 106 of the NHPA (54 U.S.C. §§ 300101 *et seq.*) and 36 C.F.R. §§ 800 *et seq.*, and taken necessary statutory and regulatory actions to revise and amend the MOA to include VA and the Advisory Council on Historic Preservation (“ACHP”) as signatories to avoid and otherwise minimize any adverse effects arising from the Project, including the Transit Facilities.

“South Campus”: means the portion of the WLA Campus located south of Wilshire Boulevard as described and depicted in Exhibit B.

“TCE”: means the temporary easements granted to Grantee that are necessary for the construction of the Transit Facilities, as described and depicted in Exhibit A-2.

“TCE Property”: means that certain real property consisting of approximately 8.19 acres, as described and depicted in Exhibit A-2.

“TCE Term”: means the term for the TCE, which will commence, as to each respective TCE Property parcel, on the respective “TCE Start Date” set forth in the List of Easement Property attached as Exhibit A and expire, as to each respective TCE Property parcel, on the respective “TCE End Date” set forth in the List of Easement Property attached as Exhibit A, as may be extended pursuant to the terms of this Easement Agreement.

“Transit Facilities Conceptual Drawings”: means the LACMTA specifications and

conceptual drawings for Contract C1151 (Tunnels) and Contract C1152 (Station and Systems) which certain excerpts are depicted and described in Exhibit Q.

“Transportation Service”: means the daily, regularly scheduled shuttle(s) to and from the Medical Center to the Interim Surface Parking Areas to be funded, implemented, and operated by LACMTA for the benefit of patients, visitors, and staff displaced by construction impacts until the Replacement Parking Structure is fully operational, as described and depicted in Exhibit P.

“VA Parking Specifications”: means (a) the VA Parking Specifications as contained in the VA TIL, and (b) VA design guidelines for the WLA Campus.

“VA Steam System Specifications”: means the VA specifications, including but not limited to, the Distribution Systems - Steam, Heating Hot Water, and Outside Distribution Systems Design Manual, as otherwise contained in the VA TIL.

“VA TIL”: means the VA Technical Information Library which can be accessed at <https://www.cfm.va.gov/til/>.

“VA Utilities”: has the meaning set forth in Article 3.B-1.4 of the Appendix.

“Veteran Economic Development Objectives”: means the program that LACMTA will develop, incorporate, and manage to provide employment opportunities for Veterans and their spouses involving the LACMTA Work.

“Wilshire Boulevard”: means the transportation corridor and right of way containing Wilshire Boulevard in an approximate East to West orientation that is located in between the North Campus and the South Campus, as depicted and described in Exhibit B.

“Work Requiring VA Approval”: has the meaning set forth in Article 3.Q of the Appendix.

LIST OF EXHIBITS

- Exhibit A: List of Easement Property; Depiction of Easement Property
- Exhibit A-1: Easement Property: Perpetual Easement Property – Legal Descriptions and Plats
- Exhibit A-2: Easement Property: TCE Property – Legal Descriptions and Plats
- Exhibit A-3: Construction Staging Areas
- Exhibit B: WLA Campus
- Exhibit C: Legal Parcel Containing Easement Property
- Exhibit D-1: West LA Leasing Act (P.L. 114-226), as Amended by Section 303 of the Department of Veterans Affairs Expiring Authorities Act of 2018 (P.L. 115-251)
- Exhibit D-2: Extender Bill
- Exhibit E: Reserved
- Exhibit F-1: VA-WLA South Campus Utility Map
- Exhibit F-2: VA Utility Relocation Areas
- Exhibit F-3: VA Sewer Connection
- Exhibit G-1: Existing Steam Line
- Exhibit G-2: Secondary Steam Line
- Exhibit G-3: New Steam Tunnel
- Exhibit H: Interim Surface Parking Areas
- Exhibit I: Parking Lot 42 Solar Power System
- Exhibit J: Replacement Parking Structure
- Exhibit K: Parking Lot 42 Existing Conditions
- Exhibit L: Wilshire Boulevard Connection
- Exhibit M: MMRP
- Exhibit N-1: MOA
- Exhibit N-2: MOA First Amendment
- Exhibit N-3: MOA Second Amendment
- Exhibit O: VA Construction & Transfer Forms
- Exhibit P: Transportation Service
- Exhibit Q: Transit Facilities Conceptual Drawings