TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

VIA: TROY L. BUTZLAFF, ICMA-CM, CITY MANAGER

FROM: DANIEL BOBADILLA, P.E., DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

DATE: JUNE 27, 2016

SUBJECT: AUTHORIZATION TO ENTER INTO A TEMPORARY PARKING LICENSE AGREEMENT WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR THE AZUSA INTERMODAL TRANSIT CENTER

SUMMARY:

The Azusa Intermodal Transit Center was completed in February 2016. This project was a collaboration between the City, the Los Angeles County Metropolitan Transportation Authority (Metro) via the Metro Gold Line Foothill Extension Construction Authority and Foothill Transit. Given the ongoing parking issues related to the high Gold Line ridership demand, Staff proposes to temporarily lease the City’s parking spaces to Metro for Gold Line patrons. The proposed actions will approve and authorize the City Manager to execute a Temporary Parking License Agreement with Metro for the Azusa Intermodal Transit Center.

RECOMMENDATIONS:

Staff recommends that the City Council take the following actions:

1) Approve the Temporary Parking License Agreement between the City and the Los Angeles County Metropolitan Transportation Authority; and

2) Authorize the City Manager to execute the Temporary Parking License Agreement, subject to any non-substantive changes by the City Manager or City Attorney.

DISCUSSION:

In February 2016, the City, in partnership with Metro and Foothill Transit, completed construction of the 545-parking space Azusa Intermodal Transit Center. This new parking structure, located at 801 N. Alameda Avenue, serves the Downtown Azusa Metro Gold Line Rail Station, Foothill Transit regional bus system, and the City’s downtown and civic center. Metro and Foothill Transit have parking easements for 200 parking spaces each with the remaining 145 parking spaces designated to the City.
Given the high parking demand for the Gold Line, Staff proposes to temporarily lease the City’s 145 parking spaces to Metro to alleviate some of the parking issues. Highlights of the proposed Temporary Parking License Agreement are as follows:

1. City will lease 145 parking spaces to Metro for a one-year term. Following the one-year term, the term will extend for successive one-month periods until the City desires to reclaim the parking spaces.

2. Metro will reimburse the City for 100 percent of operation and maintenance costs associated with the 145 parking spaces.

3. Metro plans to implement a Permit Parking Program for its original 200 parking spaces plus the leased parking spaces. 20 percent of the permits issued in the leased spaces will be allocated to transit users who are City of Azusa residents.

**FISCAL IMPACT:**

There is no fiscal impact associated with the proposed recommendations. The City will save approximately $31,000 in maintenance costs over the first year and an additional $32,000 if the license is extending for another year.

Prepared by: Daniel Bobadilla, P.E.  Reviewed and Approved: Louie F. Lacasella
Director of Public Works/City Engineer  Management Analyst

Reviewed and Approved:

Troy L. Butzlaff, ICMA-CM
City Manager

Attachment:

1) Temporary Parking License Agreement
PARKING LICENSE AGREEMENT

This PARKING LICENSE AGREEMENT (this “Agreement”), effective as of ______________, 2016 (the “Effective Date”), is made by and between CITY OF AZUSA, a California municipal corporation (“City”), and THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a public entity duly organized and existing under the laws of the State of California (“MTA”), each occasionally a “Party” and collectively, the “Parties.

RECITALS

A. City owns that certain real property commonly known as 801 North Alameda Avenue, Azusa, California (the “Property”), as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, and the improvements built thereon (the “Intermodal Parking Facility” or “Facility”).

B. Pursuant to the terms and conditions of that certain Grant Deed and Parking Easement Agreement dated December 5, 2015 by and between City and the Metro Gold Line Foothill Extension Construction Authority, MTA (as successor in interest to the latter) holds an easement to 200 parking spaces in the Intermodal Parking Facility.

C. City desires to license to MTA, and MTA desires to license from City, an additional 145 parking spaces in the Intermodal Parking Facility, for the Term set forth in this Agreement, and upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the representations, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Grant of License. City hereby grants to MTA, a non-exclusive license (the “License”) to those portions of the Property comprising of one hundred and forty-five (145) vehicular parking spaces (individually and collectively, the “Parking Space(s)”) dedicated to transit use and related purposes, marked and depicted on Exhibit B attached hereto and incorporated herein by this reference; together with the attendant drive aisles and walkways used for vehicular, pedestrian and bicycle ingress and egress in, on, under and through the Property (including across the roadways, walkways, parking areas and other common areas of the Facility and interior and exterior common areas of the Facility and the plaza and exterior walkway portions of the Facility) for the purpose of ingress and egress to and from the Parking Spaces by the Permitted Users (collectively, including the Parking Spaces, the “Premises”).

2. Permitted Users and Uses.

   a. MTA’s License to use the Premises is personal to MTA, its agents, directors, officers, employees, invitees, and transit patrons of the Metro Gold Line or other public transportation services in the vicinity of the Facility who hold a parking permit issued by the Parking Permit Program (defined below), and MTA contractors and subcontractors...
conducting MTA-related work in the general area of the Facility and the Gold Line Azusa-Alameda Station (collectively, the “Permitted Users”).

b. The License granted herein is non-exclusive; except that from Monday-Friday, between the hours of 4:00AM – 9:00AM, no users other than Permitted Users are allowed to park in the Parking Spaces.

c. The Permitted Users shall have the right to use the Premises for parking and ingress and egress, twenty four (24) hours a day, seven (7) days a week, including holidays during the Term of this License Agreement.

d. MTA shall have the right to place and maintain identifying and wayfinding signs at locations on the Property as determined appropriate by MTA and reasonably agreed by City, including, but not limited to, signs indicating the exclusive use by Permitted Users as set forth above in Section 2.b.

e. MTA shall have the right to operate a Parking Permit Program (described below) applicable to the Parking Spaces; MTA, and its employees, agents, contractors, and authorized representatives shall have the right at any time to enter the Premises to enforce MTA’s Parking Permit Program.

f. The usage rights set forth above in this Section 2 are collectively referred to as the “Permitted Uses.”

3. Term. The term of this Agreement shall be one (1) year commencing ____________, 2016 through ____________, 2017 (“Initial Term”). Following the Initial Term, the term of this Agreement shall automatically extend for successive one (1) month periods (each, an “Extension Term”) unless otherwise terminated as set forth in Section 10 below. Collectively the Initial Term and any Extension Term(s) may be referred to in this Agreement as the “Term”.

4. Revenues.

a. City shall have the right to dictate the charges for, and shall be entitled to all revenues from, the use of the Parking Spaces by City’s users (i.e., patrons of the Facility using the Parking Spaces other than Permitted Users participating in MTA’s Parking Permit Program).

b. MTA shall have the right to dictate the charges for, and shall be entitled to all revenues from, the use of the Parking Spaces by its Permitted Users.

5. Operation of the Parking Spaces.

a. Operation of the Parking Spaces. Except for the Parking Permit Program, City shall operate and enforce the use of the Parking Spaces pursuant to policies and procedures consistent with all relevant provisions of this Parking License Agreement, which policies and procedures shall be delivered to MTA upon the Effective Date. City agrees to reasonably consider any reasonable request to change its operation or amend its policies and procedures.
made by MTA, provided that such request relates to restricting the use of the Parking Spaces to the Permitted Users.

b. **Permit Parking Program.** MTA shall be responsible, at its sole cost and expense, for the creation and management of a permit parking program that will allow Permitted Users to use the Parking Spaces beyond the three-hour parking restriction otherwise applicable to the Parking Spaces (the “**Parking Permit Program**”). Twenty percent (20%) of the permits issued in the Parking Permit Program shall be allocated to transit users who are City of Azusa residents. Permitted Users participating in the Parking Permit Program shall not be limited by the three-hour parking restriction. The City (Azusa) Police Department is authorized to enforce the Parking Permit Program, including the right to issue citations to patrons using the Parking Spaces who do not comply with the requirements of the Parking Permit Program.

c. **Installation, Operation and Maintenance of MTA Equipment.** Subject to City’s reasonable approval, MTA, at its sole cost and expense, may install, maintain and operate such equipment and facilities at locations in the Facility reasonably approved by City, as are necessary in connection with MTA’s Gold Line operations and use of the Parking Spaces; provided however, MTA may, at its sole cost and expense and without further review/approval by City, install, maintain and operate such equipment and facilities as are necessary on the Parking Spaces, for bicycle parking for Permitted Users.

d. City shall keep the Property (including the Premises) clean, safe, and in good condition and repair, well-lit and ADA accessible, and provide for such security measures as are necessary for the safety of all users.

6. **Maintenance; Reimbursement for Allowable Costs.**

a. **Maintenance – Generally.** City, at its sole cost and expense (subject to reimbursement to the extent provided in Section 6.b below), shall operate, repair, maintain, replace and clean the Intermodal Parking Facility, including, without limitation, the Parking Spaces. Such obligation shall include: (a) maintaining and repairing (as required or necessary) (i) the interior and exterior of the Facility, including the structure supporting the same, (ii) the improvements facilitating access ways to and from the Facility, and (iii) any improvements located in, under or beneath the Property or any adjoining property installed for the benefit of the Facility (including any footings, girders, columns, braces, foundations, tie back systems and other support elements as may be installed on such property; (b) removing graffiti from the interior and exterior of the Facility as soon as is reasonably practicable after the appearance thereof; (c) installing, maintaining and repairing the signage (other than signage described in Section 2.c of this Agreement); (d) maintaining, repairing, replacing and reconstructing the paved surfaces of the Facility such that those surfaces are smooth and evenly covered; (e) removing, as needed, all papers, debris and refuse from the Facility; (f) washing, sweeping or otherwise thoroughly cleaning the paved areas the Facility; (g) installing, maintaining, repairing and repainting, as needed, entrance, exit and directional signage, markers, striping, and all other similar markings in the Facility, such that the same: (i) are in accordance with applicable laws, (ii) provide clearly marked parking and pedestrian areas, (iii) provide clear direction to motorists and pedestrians, and (iv) provide a safe environment for motorists and pedestrians; and (h) cleaning, repairing, relamping and rebalasting light fixtures, as needed, in the Facility so as to
maintain a constant lighting level of at least five (5) foot-candles during the day and 50 (fifty) foot-candles at night throughout such areas. City shall use a standard of care in meeting its obligations under this Section 6.a that is commensurate with MTA’s typical standard of operation, repair and maintenance at parking structures operated by the MTA along the Gold Line (the “Maintenance and Operation Standard”).

b. MTA Reimbursement of Operation and Maintenance Costs to City. During the Term of this Agreement, MTA shall reimburse City for City’s share of the Allowable Costs (defined below) incurred by City with respect to the (145) Parking Spaces, to meet its repair, management, operational and maintenance obligations under Section 6.a above; such amount shall be 100% of the City’s share pursuant to the Grant Deed and Parking Easement Agreement; such share shall be referred to as the “Monthly Payment”. Such reimbursement shall commence upon the Effective Date.

c. As used in this Agreement, “Allowable Costs” shall mean the following, to the extent such costs are reasonably incurred and are customary or necessary to meet the repair, management, operational and maintenance obligations of City under Section 6.a: (i) the cost of providing utilities necessary for (x) lighting the Facility, and (y) the operation of equipment associated with the maintenance and repair of the Facility, which costs, if the utilities serving such needs are not separately metered, shall be equitably allocated to the Facility; (ii) the cost of janitorial services, sweeping services, graffiti removal services, repainting, garbage removal services, and the like equitably allocated to the Facility; (iii) reasonable capital improvement expenses for replacement (in the ordinary course of business) of capital improvements within the Facility (provided that any such expense shall be reduced by previously funded capital reserves); (iv) reasonable capital improvement reserves for replacement (in the ordinary course of business) of capital improvements within the Facility (provided that such reserve charge does not exceed ten percent (10%) of the total Allowable Cost actually incurred in the prior operating year); and (v) the cost of premiums to City for insuring the Facility, subject to Section 8.d. Allowable Costs shall not include any costs covered or which should be covered by any available warranty coverage or any insurance required to be maintained by City pursuant to Section 8 below.

d. Notwithstanding anything to the contrary set forth herein, Allowable Costs shall not include (and MTA shall not reimburse City for) any costs of or related to any parking attendant or parking gating system, and any property taxes or any security costs incurred by City with respect to the Facility. Furthermore, MTA shall have no obligation to pay any other amount for costs and expenses related to the operation, maintenance, and repair of the Parking Spaces unless otherwise agreed to in writing by the Parties.

7. Indemnification.

a. Indemnity by MTA. MTA shall indemnify, defend (with counsel reasonably satisfactory to City), protect and hold harmless City and its council members or board members (as applicable), officers, employees, agents and representatives (“Indemnified Persons”) from and against any and all claims, actions, causes of action, demands, orders, or other means of seeking or recovering damages, liabilities, costs, expenses (including attorneys’, experts’, and consultants’ fees and other litigation costs), fines, penalties, debts, liens, taxes, or
any type of compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen ("Claims") arising out of, connected with, resulting from, or relating in any way to: (a) a material breach by MTA of any term, condition or obligation under this Parking License Agreement; (b) damage to or loss of use of property or bodily and/or personal injury or death of any person, that arises from, or occurs by reason of, or in connection with the negligence of MTA or its directors, officers, agents, employees, contractors or subcontractors ("MTA Parties") in the use of the Premises. MTA shall have no duty to indemnify, defend, protect or hold harmless City or its Indemnified Persons for any Claims to the extent such Claims are attributable to (x) a material breach by City of its obligations under this Agreement, (y) the negligence of City or City’s council members, officers, agents, employees, contractors or subcontractors (“City Parties”); or (z) the negligence of City or City’s Indemnified Persons in the performance of the services described in Section 6.a.

b. **Indemnity by City.** City shall indemnify, defend (with counsel reasonably satisfactory to MTA), protect and hold harmless MTA and its respective Indemnified Persons from and against any and all Claims, arising out of, connected with, resulting from, or relating in any way to: (a) a material breach by City of any term, condition or obligation under this Parking License Agreement; (b) damage to or loss of use of property or bodily and/or personal injury or death of any person, that arises from, or occurs by reason of, or in connection with (i) the negligence of City or City Parties in the use of the Property and/or (ii) the negligence of City or City Parties in providing the services described in Section 6.a above. City shall have no duty to indemnify, defend, protect or hold harmless MTA, or its Indemnified Persons for any Claims to the extent such Claims are attributable to (x) a material breach by MTA of its obligations under this Agreement, or (x) the negligence of MTA or MTA Parties in their use of the Premises.

8. **Insurance.**

a. **Property Insurance.** At all times during the Term of this Agreement, City shall maintain an “all risk” policy of insurance or equivalent (including boiler and machinery comprehensive form, if applicable) covering the Facility, in an amount equal to the full replacement cost of such property (including costs attributable to a change in Laws), without deduction for depreciation, with such reasonable deductible amounts as may be customary from time to time in similarly situated projects with similar parking structures in Los Angeles County. Such “all risk” policy of insurance or equivalent shall insure against all risks, including loss or damage by (a) earthquake or flood (unless not available at commercially reasonable rates), and (b) fire, windstorm, aircraft, vehicle, smoke damage, water damage, sprinkler leakage, riot, civil commotion and terrorist acts. City shall also procure and maintain comprehensive general liability insurance, workers’ compensation and employer’s liability insurance, automobile liability insurance, garage keeper liability insurance, and/or other insurance with respect to the operation and maintenance of a multi-level parking garage as a prudent business person would require, under the circumstances, exercising reasonable business judgment, with limits of liability and deductibles as are available at commercially reasonable rates. The insurance shall additionally insure MTA as its interests may appear.

b. **Insurance for Work on the Facility.** During any period in which any Work is being performed by or on behalf of City or on the Property, City shall cause its contractors to
procure and maintain comprehensive general liability insurance, Workers’ Compensation and employer’s liability insurance, automobile liability insurance, professional liability insurance, and/or other insurance with respect to such Work as a prudent business person would require, under the circumstances, exercising reasonable business judgment, with limits of liability and deductibles as are available at commercially reasonable rates. The insurance shall additionally insure MTA as their interests may appear. For purposes of this Agreement, “Work” means any and all work or services conducted on or from the Facility, including all restoration, repair or rebuilding work performed to the Facility, any work or services necessary or appropriate to repair, maintain, operate or clean the Facility or any portion thereof, the services or work of any entity or person performing service or providing materials with respect to the Facility, and all services, material, equipment and labor used or incorporated in such work.

c. Evidence of Insurance. City shall deliver to MTA certificate(s) of insurance for all coverages required by this Section 8. A person authorized by the insurer to act on its behalf shall sign the certificate for each insurance policy. The certificates shall be on the most recent Accord 25-S certificate form or its equivalent. MTA reserves the right to require complete, certified copies of all required policies and endorsements at any time upon reasonable prior written notice to City. City shall, prior to expiration of any policy, furnish MTA with certificates of renewal.

d. Deductibles and/or Self-Insurance. City shall be solely responsible for deductibles or self-insured retentions associated with City’s insurance and City hereby indemnifies, holds harmless and agrees to defend MTA with respect to deductibles or self-insured retentions for which City is responsible hereunder.

9. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their respective successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

10. Termination. This Agreement may be terminated as follows:

a. During the Initial Term, either Party may provide not less than ninety (90) days’ advance written notice of termination of this Agreement to the other Party at any time, without cause;

b. During any Extension Term, either Party may provide not less than thirty (30) days’ advance written notice of termination of this Agreement to the other Party at any time, without cause;

c. Either Party (the “Non-Breaching Party”) may terminate this Agreement and be relieved of the obligations hereunder if the other Party (the “Breaching Party”) fails to perform any covenant or condition contained in this Agreement (each, a “Breach”) and (i) fails to cure such Breach within thirty (30) days after having received written notice from the Non-Breaching Party describing the nature of the Breach in reasonable detail, or (ii) in the event of a Breach that cannot reasonably be cured within thirty (30) days, the Breaching Party fails to commence to cure such Breach within thirty (30) days after having received written notice from the Non-Breaching Party regarding such Breach and diligently pursue the cure to completion; or
d. Either Party may provide twenty four (24) hours’ notice of suspension of the Agreement to the other Party due to a dangerous condition in, on or around the Property (including the Premises) that is a threat to public safety or creates an endangerment to human life, and renders the Premises substantially unusable for any of the Permitted Uses; thereafter, the Agreement may be terminated upon reasonable mutual concurrence between the Parties regarding the continuing existence of the dangerous condition and impracticability of continuation of this Agreement for any of the Permitted Uses.

11. **Surrender of the Premises.** Upon the expiration or termination of this Agreement, MTA shall remove from the Premises all personal property or other material or items owned by MTA and restore the Premises (and such portion of the Property used by MTA for the placement of signs) to substantially the condition that existed immediately prior to the Effective Date (including any obligation to undo the striping or restripe the Premises, if required by the City). In the event MTA fails to comply with the requirements of the preceding sentence, City may at its option perform the same at the sole cost of MTA.

12. **Nondiscrimination.** MTA herein covenants by and for itself, successors and assigns and all persons claiming under or through Grantee that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, national origin, ancestry, physical handicap, medical condition, age, marital status, sex or sexual orientation in the transfer, use, occupancy, tenure or enjoyment of the Premises, nor shall the MTA or any person claiming under or through the MTA establish or permit any such practice or practices of discrimination or segregation with reference to the use of the Premises.

13. **Notices.** All notices shall be in writing and either (a) personally served at the appropriate address (including by means of professional messenger service or recognized overnight delivery service, provided that any such delivery is confirmed by written receipts signed on behalf of the receiving Party or by adequate proof of service) or (b) deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the appropriate addressee and shall be deemed received and effective on the day such notice is actually received if received before 5:00 p.m. on a regular business day, or on the following business day if received at any other time. Parties may provide a courtesy copy by electronic mail transmission. Notices hereunder shall be addressed to the Parties at their respective addresses set forth below, to the attention of the following persons (or at such other address as the respective Parties may provide in writing for this purpose):

**Notices to MTA shall be given as follows:**

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY  
One Gateway Plaza, 18th Floor  
Los Angeles, CA 90012-2952  
ATTN: Frank Ching, Director, Parking Management  
Telephone: (213) 922-3033  
Email: Chingf@metro.net
Notices to City shall be given as follows:

CITY OF AZUSA
213 East Foothill Boulevard
Azusa, CA 91702
ATTN: Troy Butzlaff, City Manager
Telephone: (626) 812-5248
Email: tbutzlaff@ci.azusa.ca.us

14. Assignment and Sublicensing. MTA shall not assign or sublicense all or any portion of its interest in this License (a “Transfer”), except with the prior written consent of City, which consent shall not be unreasonably withheld, conditioned, or delayed.

   a. MTA’s Notice. To obtain City’s consent to a Transfer, MTA shall provide City with written notice of: (i) the proposed effective date of the Transfer; (ii) a description of the portion of the Premises to be Transferred; (iii) all of the material terms of the proposed Transfer and the consideration therefor; and (iv) any other information reasonably required by City in order to evaluate the proposed Transfer (“Notice of Transfer”).

   b. City’s Consent. Within thirty (30) days after receiving the MTA’s Notice of Transfer, City shall, in writing, either notify MTA that City consents to the proposed Transfer or withholds its consent for reasons to be specified in the notice. If City does not provide a notice granting its consent to MTA within thirty (30) days of receiving a Notice of Transfer, City shall be deemed to have consented to the proposed Transfer.

15. Miscellaneous.

   a. Governing Law. This Agreement shall be governed by the laws of the State of California.

   b. Captions. The captions included in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement or any provision hereof, or in any way affect the interpretation of this Agreement.

   c. Waiver of Covenants or Conditions. The waiver by one Party of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition under this Agreement.

   d. Entire Agreement. This Agreement and the Exhibits hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior verbal or written agreements and understandings between the Parties with respect to the items set forth herein.

   e. Modifications. This Agreement may be amended at any time by the written agreement of the Parties. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the Parties despite
any lack of legal consideration, so long as the same shall be in writing and executed by the Parties hereto.

f. **Attorneys’ Fees.** If either Party brings an action to enforce the term hereof or to declare rights hereunder, the prevailing party in any such action, on trial and appeal, shall be entitled to recover its costs and reasonable attorneys’ fees.

g. **Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

h. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Handwritten signatures to this Agreement transmitted by telecopy or electronic transmission (for example, through use of a Portable Document Format or “PDF” file) shall be valid and effective to bind the Party so signing. Each Party agrees to promptly deliver to the other Party an executed original of this Agreement with its actual signature, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each Party to this Agreement shall be bound by its own telecopied or electronically transmitted handwritten signature and shall accept the telecopied or electronically transmitted handwritten signature of the other Party to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, City and MTA have executed this Parking License Agreement as of the date first set forth above.

CITY:

CITY OF AZUSA, a California municipal corporation

BY: ____________________________
   Troy L. Butzlaff, City Manager

MTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a public agency existing under the authority of the laws of the State of California

BY: __________________________________
   Calvin E. Hollis
   Managing Executive Officer,
   Countywide Planning and Development

Approved as to Form:

BEST, BEST & KRIEGER, LLP

By: _______________________________
   Marco A. Martinez, City Attorney

Approved as to Form:

MARY C. WICKHAM
COUNTY COUNSEL

By: _______________________________
   Deputy
Exhibit A
Legal Description of the Property
(Intermodal Parking Facility Site)

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

Parcel B:
Lot 5 in Block 20, of the Townsite of Azusa, in the City of Azusa, County of Los Angeles, State of California, as per map recorded in Book 15, Pages 93 to 96 inclusive of Miscellaneous Records, in the Office of the County Recorder of said County.

APN 8608-025-903

Parcel C:
Lots 37, 38, 39 and 40, of Block 20, of Map of Azusa, in the City of Azusa, in the County of Los Angeles, State of California, as per Map recorded in Book 15, Page 93, et seq., of Miscellaneous Records, in the Office of the County Recorder of said County; also a strip of land described as follows:

Beginning at the Southwest corner of said Lot 40; thence along Azusa Avenue, south 50.00 feet, more or less, to the Northerly line of the land referred to as right-of-way and depot grounds, conveyed by Deed to the Southern California Railway Company, recorded in Book 634, Page 181, of Deeds; thence Easterly along said Northerly line to the Southerly prolongation of the centerline of the alley, (20 feet wide), adjoining said Lots on the East, as shown on said Map; thence Northerly along said Southerly prolongation 50.00 feet, more or less, to the Southerly line of said Block 20; thence Westerly along said Southerly line to the Point of Beginning.

Parcel D:
Lots 6, 7, 8, 9, 10, 11, 12 and 13 in Block 20, of the Townsite of Azusa, in the County of Los Angeles, State of California, as per Map recorded in Book 15, Pages 93 to 96, inclusive, of Miscellaneous Records of said County.

Parcel E:
Part of the Rancho Azusa, as finally confirmed to Henry Dalton, as per Map recorded in Book 2, Pages 106 and 107 Patents, Records of Los Angeles County, in the Office of the County Recorder of said County; and also that portion of a vacated alley to the West of Lot 13 in Block 20 of the Townsite of Azusa, as per Map recorded in Book 15, Pages 93 to 96, inclusive, of Miscellaneous Records of said County, described as follows:

Beginning at the Southeast corner of said Lot 13; thence Southerly along the West line of Alameda Avenue (100 feet wide), a distance of 50.00 feet, more or less, to the North line of the land referred to as right-of-way and depot grounds conveyed by Deed to the Southern California Railway Company, recorded in Book 634, Page 181, of Deeds; thence Westerly along said North line to the intersection thereof, with the Southerly prolongation of the center line of the alley (20 feet wide) adjoining said Lot 13, on the West, as shown on said Map; thence Northerly along said Southerly prolongation and the centerline of said alley, to the Easterly extension of the North line of Lot 39 of said Block and Tract; thence Easterly along the Easterly extension of the North line of Lot 39 to the West line of Lot 13 of said Block and Tract; thence Southerly along the West line of said Lot 13, to the Southwest corner of said Lot; thence Northeasterly along the Southerly line of Lot 13 to the Point of Beginning.
Exhibit B

Depiction of the Location of the Parking Spaces
EXHIBIT B

NOTES:
1. FOR ISSUES REFER TO ISSUE SCHEDULE ATTACHED
2. FOR ADA ACCESSIBILITY, SEE PLAN

SCALE 1" = 20'