

**LOS ANGELES PUBLIC LIBRARY  
BOARD REPORT**

May 23, 2024

**TO:** Board of Library Commissioners  
**FROM:** John F. Szabo, City Librarian  
**SUBJECT:** **APPROVE RESTATED AND AMENDED CONTRACT NUMBER C-138262 WITH USBT PROPERTY OWNER LP FOR THE MAINTENANCE OF THE CENTRAL LIBRARY LANDSCAPE AND HARDSCAPE AREAS**

**A. RECOMMENDATIONS:**

THAT the Board of Library Commissioners (Board):

1. Approve Restated and Amended Contract No. C-138262 (Contract), substantially in the form on file in the Board Office, with USBT Property Owner LP (USBT) for the maintenance of the Central Library landscape and hardscape areas.
2. Find, in accordance with Charter Section 1022, that it is more feasible to have this work performed by an independent contractor than by City employees.
3. Find, in accordance with Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), that the services to be provided are special services of a temporary and occasional nature for which competitive bidding is not practicable or advantageous.
4. Authorize the City Librarian and the City Attorney to make technical and clerical corrections, if needed, to the Contract.
5. Authorize the Board President and the Board Secretary to execute the Contract upon completion of all required approvals.
6. Adopt the attached Resolution regarding the approval and execution of the Contract between the Library and USBT for the maintenance of the Central Library landscape and hardscape areas.

**B. STATEMENT OF FACTS:**

1. On July 9, 1985, as part of the Central Library Project, the Community Redevelopment Agency entered into an Owner Participation Agreement (OPA) with Maguire/Thomas Partners (MTP). The OPA contained language regarding maintenance of the landscape areas and stipulated that the City of Los Angeles and MTP would develop a mutually

acceptable arrangement for the maintenance of the landscape areas of the Central Library.

2. On September 10, 1985, the Library and MTP entered into a Library Garage Parking Agreement (GPA), which contained similar language as the OPA regarding maintenance of the landscape areas of the Central Library. On May 29, 1987, the GPA was transferred to Library Square, Ltd. On October 4, 2010, the Library and Library Square, Ltd., entered into a separate contract for the maintenance of the Central Library landscape areas.
3. On June 18, 2013, the contract with Library Square, Ltd., was transferred to Beringia Central, LLC (Beringia). The contract expired on October 3, 2013. The Library and Beringia then entered into Contract No. C-138262, also referred to previously as Library Contract No. 769, to continue the maintenance of the Central Library landscape areas.
4. On April 23, 2021, the First Amendment to Contract No. C-138262 was executed to reflect USBT as the new owner of the US Bank Tower and included the maintenance of the Central Library hardscape areas. The contract was set to expire on August 3, 2023. On October 26, 2023, the Board approved Library staff to exercise the temporary extension of Contract No. C-138262 until January 3, 2024.
5. This Restated and Amended Contract is necessary to ensure that the maintenance of the Central Library landscape and hardscape areas is continued until a long-term solution is implemented.
6. The Library does not have staff with the skills and experience to provide the hardscape and landscape services described in the Contract. Therefore, it is more feasible to have this work performed by an independent contractor than by City employees.
7. The term of the Contract will be for three years and includes a ratification clause to cover work performed during the development and negotiations of the Contract. The monthly cost of the contract is \$21,827 and allows for a one-and-one-half percent increase annually.
8. Funds are available in the Library's Contractual Services Account 3040 to compensate USBT for services in accordance with the Contract.
9. The Contract has been reviewed by the City Attorney and is ready to be executed upon completion of all required approvals.
10. All required compliance and insurance documents have been submitted by USBT.

Attachments

Project Manager: Eloisa Sarao, Director of Facilities and Event Management

Prepared by: Claudia Aguilar, Senior Management Analyst  
Robert Morales, Senior Management Analyst (Retired)

Reviewed by: Madeleine M. Rackley, Business Manager  
Susan Broman, Assistant City Librarian

RESOLUTION

May 23, 2024

**LIBRARY RESOLUTION NO. 2024-\_\_ (C-\_\_)**

**WHEREAS**, on July 9, 1985, as part of the Central Library Project, the Community Redevelopment Agency entered into an Owner Participation Agreement (OPA) with Maguire/Thomas Partners (MTP). The OPA contained language regarding maintenance of the landscape areas and stipulated that the City of Los Angeles and MTP would develop a mutually acceptable arrangement for the maintenance of the landscape areas of the Central Library;

**WHEREAS**, on September 10, 1985, the Library and MTP entered into a Library Garage Parking Agreement (GPA), which contained similar language as the OPA regarding maintenance of the landscape areas of the Central Library. On May 29, 1987, the GPA was transferred to Library Square, Ltd. On October 4, 2010, the Library and Library Square, Ltd., entered into a separate contract for the maintenance of the Central Library landscape areas;

**WHEREAS**, on June 18, 2013, the contract with Library Square, Ltd., was transferred to Beringia Central, LLC (Beringia). The contract expired On October 3, 2013. The Library and Beringia then entered into Contract No. C-138262, also referred to previously as Library Contract No. 769, to continue the maintenance of the Central Library landscape areas;

**WHEREAS**, on April 23, 2021, the First Amendment to Contract No. C-138262 was executed to reflect USBT as the new owner of the US Bank Tower and included the maintenance of the Central Library hardscape areas. The contract was set to expire on August 3, 2023. On October 26, 2023, the Board approved Library staff to exercise the temporary extension of Contract No. C-138262 until January 3, 2024;

**WHEREAS**, on May 23, 2024, Library staff requested that the Board approve the Restated and Amended Contract No. C-138262 (Contract) between USBT and the Library for a term of three years to continue the maintenance of the Central Library landscape and hardscape areas; and

**WHEREAS**, funds are available in the Library's Contractual Services Account 3040 to compensate USBT for services in accordance with the Contract.

**THEREFORE, BE IT RESOLVED**, that the Board adopts the recommendations and findings of the City Librarian's Board Report and authorizes the approval and execution of the Contract between the Library and USBT to continue the maintenance of the Central Library landscape and hardscape areas.

This is a true copy:

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Raquel M. Borden  
Secretary to the Board

Adopted by the following votes:

AYES:  
NOES:  
ABSENT:

**RESTATED AND AMENDED CONTRACT C-13862  
BETWEEN  
THE LOS ANGELES PUBLIC LIBRARY  
AND  
USBT PROPERTY OWNER LP  
FOR THE  
MAINTENANCE OF THE CENTRAL LIBRARY  
LANDSCAPE AND HARDSCAPE AREAS**

**This Restated and Amended Contract No. C-138262, also referred to previously as Library Contract No. 769 (hereinafter Contract)** is entered into by and between the City of Los Angeles, a municipal corporation (City), acting by and through its Board of Library Commissioners (Board), and USBT Property Owner LP (hereinafter "Contractor"). The City and the Contractor may be referred to herein individually as a "Party" or collectively as the "Parties".

**WHEREAS**, on July 9, 1985, as part of the Central Library Project, the Community Redevelopment Agency entered into an Owner Participation Agreement (OPA) with Maguire/Thomas Partners (MTP). The OPA contained language regarding maintenance of the landscape areas and stipulated that the City of Los Angeles and MTP would develop a mutually acceptable arrangement for the maintenance of the landscape areas of the Central Library;

**WHEREAS**, on September 10, 1985, the Library and MTP entered into a Library Garage Parking Agreement (GPA), which contained language to that of the OPA regarding maintenance of the landscape areas of the Central Library. On May 29, 1987, the GPA was transferred to Library Square, Ltd. On October 4, 2010, the Library and Library Square, Ltd. entered into a separate contract for the maintenance of the Central Library landscape areas;

**WHEREAS**, on June 18, 2013, the contract with Library Square, Ltd., was transferred to Beringia Central, LLC (Beringia). The contract expired On October 3, 2013. The Library and Beringia then entered into Contract No. C-138262 to continue the maintenance of the Central Library landscape areas;

**WHEREAS**, on April 23, 2021, the First Amendment to Contract No. C-138262 was executed to reflect USBT as the new owner of the US Bank Tower and included the maintenance of the Central Library hardscape areas. The contract was set to expire on August 3, 2023. On October 26, 2023, the Board authorized Library staff to exercise the temporary extension of Contract No. C-138262 until January 3, 2024 (Library Resolution No. 2023-40 [C-32]); and

**WHEREAS**, on May 23, 2024, the Board approved the execution of a restated and amended contract with the Contractor for a term of three years (Library Resolution No. 2024-XX [C-XX]).

**NOW, THEREFORE**, in consideration of the promises, and of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

**1.0 DOCUMENTS**

This Contract shall be composed of the following documents which shall be made a part hereof as though fully set forth herein:

- I.1 The Contract.
- I.2 Standard Provisions for City Contracts (Rev. 9/22 [v.1]) (Exhibit A).
- I.3 Exhibits B – K as referenced in Section 6.1 of this Contract.

**2.0 ORDER OF PRECEDENCE**

This Contract contains the full and complete Contract between the Parties. No verbal agreement or conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of this Contract. Resolution of any conflicting provisions in the documents constituting this Contract shall be resolved by considering the documents according to the following order of precedence:

- 2.1 The Contract.
- 2.2 Standard Provisions for City Contracts (Rev. 9/22 [v.1]) (Exhibit A).
- 2.3 Exhibits B through K shall take precedence over their respective references in Section 6.1 of this Contract.

**3.0 INSURANCE AND INDEMNIFICATION REQUIREMENTS**

The insurance and indemnification provisions shall be as required by the Standard Provisions for City Contracts (Rev. 9/22 [v.1]) (Exhibit A).

**4.0 TERM OF CONTRACT**

The term of this Contract shall be for three years and begin on January 4, 2024 and end on January 3, 2027.

**5.0 RATIFICATION CLAUSE**

Due to the need for Contractor’s services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Contract. To the extent that Contractor’s services were performed in accordance with the terms and conditions of this Contract, those services are hereby ratified.

**6.0 SCOPE OF WORK**

The Contractor shall provide services and materials to the Library as proposed and as described in this Contract.

**6.1 Definitions**

All the terms used herein and listed below shall have the meanings specified hereafter:

- a. Above-ground Structure: the elevator headhouses connecting and allowing ingress and egress from the subsurface improvements to the

surface of the Garage Plaza Parcel and located on the two parcels as described in Exhibits B, B-1 and B-2.

- b. Garage Access Drive: the driveway for access to the Library Garage shown on Exhibits C, C-1 and C-2.
- c. Garage Plaza Parcel: the property described in Exhibits K and K-1.
- d. Landscaping: all pathways, fountains, paved areas, park benches, seating walls, handrails, light fixtures, security cameras, stuccoed surfaces, artwork, flower pots, planters, signs and other improvements and vegetation (defined in Section 6.1[J]) within the Landscaping Area.
- e. Landscaping Area: the surface area of the Garage Plaza Parcel excluding the Restaurant seating Areas, the Restaurant Footprint, the Above-ground Structures, the Library Service Drive and the Garage Access Drive and is shown on Exhibits D-1 and D-2. The Parties acknowledge that the Landscaping Area contains approximately 61,116 square feet.
- f. Library Service Drive: as shown on Exhibit E, E-1, E-2, E-3 and E-4.
- g. Open Space Easement: the open space easement reserved in favor of the City pursuant to the Grand Deed and recorded in the Official Records of Los Angeles County as Document No. 87-853230 and which easements are shown on Exhibits F-1 and F-2. The Parties acknowledge that the Open Space Easement contains approximately 63,091 square feet which is equal to the area of the Landscaping Area plus the area of the Restaurant Seating Areas.
- h. Restaurant Footprint: the area within which has the right to construct and maintain a structure for commercial purposes, and which area is shown on Exhibits G, G-1 and G-2. The Parties acknowledge and agree that the Restaurant Footprint contains not more than 3,167 square feet.
- i. Restaurant Seating Areas: those two areas, one designated "West" and the other designated "South", shown on Exhibits H, H-1 and H-2. The Restaurant Seating Areas are immediately appurtenant to and utilized by the Library Plaza.
- j. Vegetation: all vegetation, plant life and greenery which are part of the Landscaping Area including, but not limited to, all plants, flowers, shrubbery, flora and trees.
- k. Vicinity Landscaping Area: the surface area of the Central Library Parcel shown on Exhibit I, excluding the Central Library building (including the courtyards marked thereon). The Vicinity Landscaping Area is shown on Exhibit J. The Parties acknowledge that the Vicinity Landscaping Area contains approximately 43,950 square feet.

## 6.2 Maintenance

- a. City Responsibility: The Library Plaza Landscaping has been constructed at the expense, and shall be the sole property, of the City. Except as otherwise expressly provided in this Contract, the City shall maintain, or cause to be maintained, the Central Library (including the Vicinity Landscaping Area) and the Library Plaza Landscaping (except for the Restaurant Seating Area) and the Library Plaza Landscaping (except for the Restaurant Seating Area), and the City shall be responsible for the partial cost of such maintenance. Also, the Library Service Drive has been constructed at the expense of the City, and the Contractor shall retain easement rights for the use thereof as contemplated by the City's grant thereof to Library Square, Ltd., on May 29, 1987.
- b. Contractor Responsibility: The Contractor shall maintain, or cause to be maintained, the Library Service Drive and shall pay all of the maintenance expenses associated therewith, exclusive of all costs associated with the loading docks or damage caused by delivery vehicles (other than normal wear and tear). The Contractor shall maintain, or cause to be maintained, the Library Garage, the Restaurant Footprint, the Restaurant Seating Areas and the Above-ground Structures, the costs of which shall be borne solely by the Contractor, who shall also be the sole owner of, and shall be responsible for maintaining at its sole expense, the Garage Access Drive.
- c. Coordination: The City and the Contractor shall use their respective efforts to coordinate the maintenance operations for the Landscaping Areas and Vicinity Landscaping Area with the separate maintenance operations for the Restaurant Seating Areas and Above-Ground Structures, subject however to the Contractor's performance of the maintenance of the Landscaping Area and Vicinity Landscaping Area pursuant to Sections 6.3 and 6.4 of this Contract.

## 6.3 Landscape and Vicinity Maintenance Areas

The Contractor shall provide the minimum necessary maintenance of the Landscaping Area and Vicinity Landscaping Area by adding such scope of work to the contracts of vendors or subcontractors already engaged by the Contractor. The services for the Landscaping and Vicinity Landscaping Area shall be as follows:

- a. Softscape (Greenery) Maintenance (pruning, mowing, fertilizing, pest control, ordinary repairs, etc.). Three people and equipment – once weekly.
- b. Hardscape Maintenance (clean walls, furniture, signage, fountains, cap stones, trash receptacles, etc.). One porter per day, five days per week.

- c. Equipment Maintenance: Fountains/water treatment (including necessary chemicals); one person (five days per week). Lighting (repair and bulb replacement as needed) (labor only). Camera equipment (repair as needed) (Labor only).
- d. Personnel requirements in excess of those specified above shall be at added cost to be shared with the City based upon the City's written prior approval and in the City's sole discretion as authorized by the City in writing through the City Librarian or designee. Replacement parts (including, without limitation, light bulbs), replacement equipment and replacement materials (including, without limitation, replacement plants) are not included in the provision of services hereunder and shall be provided by the City at its sole expense. Without limiting any rights or remedies which the Contractor may have, the Contractor shall be excused from performing any obligations arising under this Section 6 from and after failure by the City to pay amounts due and owing to the Contractor in accordance with Section 7 ("Payment") of this Contract. The Contractor shall notify the City in writing within 10 business days in the event the City fails to pay, or the Contractor claims that the City has failed to pay such amounts owed.
- e. The Contractor shall exercise, or cause to be exercised, such maintenance and care as is both necessary and economically feasible, given budgetary and manpower limitations set forth above, to prevent the deterioration of the Landscaping Area and the Vicinity Landscaping Area. Notwithstanding anything to the contrary contained in this Contract, the Contractor shall have no obligation to maintain the Landscaping Area or the Vicinity Landscaping Area to the extent funding for such maintenance has not been approved by the City and paid to the Contractor in accordance with this Contract.
- f. Notwithstanding any provision in this Contract to the contrary, the services performed hereunder shall not include, and the City shall not be required to provide, any services related to the maintenance of the restaurant within the Restaurant Footprint or the elevator headhouses within the Above-ground Structures. Likewise, the services performed hereunder shall not include any services related to the maintenance of the Central Library or any property outside of the Landscaping Area and the Vicinity Landscaping Area.

**6.4 Optional Performance**

The Contractor shall have the right, but not the obligation, to perform at the Contractor's sole expense, additional maintenance services for either or both the Landscaping Area or the Vicinity Area, and in such event, the vendor or subcontractor providing such additional services shall be included in the "Contractor Responsibility" section of this Contract. If the Contractor elects to exercise its right under this Section, the Contractor shall give notice thereof to the City prior to performing such optional services. The Contractor may elect to cease such optional performance, or any portion thereof, upon 10 business days written notice to the City.

The Contractor may be reimbursed for such optional performance through funds possibly realized from a later creation of an assessment district for such purpose or other purposes, which the City shall not be liable to create or assist in such creation.

**6.5 Filming and Special Events**

The Contractor shall have the right to grant third parties the right to conduct filming or hold other special events on the Garage Plaza Parcel, subject to compliance with all applicable laws. The Contractor shall be entitled to retain all fees or other revenue from such filming or other special events. The Contractor shall notify and coordinate filming or other special events with the Library's Representative listed in Section 11 of this Contract. Any additional repairs or maintenance costs as a result of the filming or events shall be at the sole cost of the Contractor.

**6.6 Security**

- a. The Contractor may, but is not obligated to, hire and supervise, or cause to be hired and supervised, security services for the Library Garage, the Restaurant Footprint, Restaurant Seating Areas and the Above-ground Structures, the costs of which shall be borne solely by the Contractor, its tenants and/or the users thereof. The City may, but is not obligated to, hire and supervise, or cause to be hired and supervised, security services for the Central Library property (including, without limitation, the Vicinity Landscaping Area), the costs of which shall be borne solely by City. The City and the Contractor shall use their respective efforts to coordinate the security operations and services for the Landscaping Area with the separate security services provided for the Central Library (including, without limitation, the Vicinity Landscaping Area) and the Library Garage, the Restaurant Footprint and the Above-ground Structures. The operating jurisdiction of personnel, if any, hired to provide security services in the Landscaping Area and/or the Vicinity Landscaping Area pursuant to this Contract shall be the Open Space Easement and/or the Vicinity Landscaping Area, but such security personnel also have jurisdiction and authority to enter Central Library property, the Library Garage, the Restaurant Footprint and the Above-ground Structures, if in pursuit of a suspected violator of any law, rule or regulation, or if granted by security personnel operating in such adjacent areas. This provision shall not be construed as granting the Contractor or its employees any authority to enter the Central Library building during non-business hours, except with the express permission of the City security personnel operating therein. Representatives of the various security services shall meet on a regular basis as necessary, but at least once per calendar quarter, to discuss their respective efforts and agree upon coordination measures which should be implemented.
- b. The Parties acknowledge and agree that the Landscaping Area and the Vicinity Landscaping Area are public library spaces and that the City shall be responsible for providing any security the City deems

necessary at the City's sole expense. However, the Contractor shall have the right, but not the obligation, to provide security guard services for the Landscaping Area and/or vicinity Landscaping Area from time to time at the Contractor's sole expense, and in such event, the vendors or subcontractors providing such security services shall be included in the "Contractor Responsibility" Section of this Contract. If the Contractor desires to exercise its right under this Section, the Contractor shall give written notice thereof to the City Librarian or designee prior to performing such services. If the Contractor has elected to perform services under this Section, the Contractor may elect to cease such performance, or any portion thereof, upon 30 days prior written notice to the City Librarian or designee. The Contractor may be reimbursed for such performance through funds possibly realized from a later creation of an assessment district for such purpose or other purposes, which the City shall not be liable to create or assist in such creation. The City hereby acknowledges and agrees that if the Contractor elects to provide security services to the Landscaping Area and/or vicinity Landscaping Area, the Contractor and Contractor's representatives, agents, employees, vendors and subcontractors shall have the right and authority to take such action as the Contractor reasonably deems necessary to prohibit or prevent any of the following activities from continuing within the Landscaping Area or the Vicinity Landscaping Area:

1. Noxious or offensive activities which are or may become an annoyance, nuisance or hazard to other people utilizing the Landscaping Area, the Vicinity Landscaping Area, the Restaurant Footprint, the Restaurant Seating Areas, the Above-ground Structure, or the Garage Access Drive, excluding any activity which is protected as free speech under the First Amendment of the United States Constitution;
2. Interference with pedestrian traffic;
3. Endangering the safety and well-being of any person using the Landscaping Area, the Vicinity Landscaping Area, the Restaurant Footprint, the Restaurant Seating Areas, the Above-ground Structures, or the Garage Access Drive;
4. Panhandling or begging;
5. Selling or distributing any merchandise or food;
6. Holding demonstrations, marches, conventions, parades, or gatherings which make excessive noise or otherwise interfere with the use or enjoyment of the Landscaping Area, the Vicinity Landscaping Area, the Restaurant Footprint, the Restaurant Seating Areas, the Above-ground Structures, or the Garage Access Drive by other persons, excluding any activity which is protected as

free speech under the First Amendment of the United States Constitution;

7. Erecting temporary or permanent structures of any kind, including, without limitation, tents or shacks, or leaving personal belongings unattended;
8. Posting signs of any kind;
9. Sleeping or loitering for more than two hours in any 24-hour period; and,
10. Vandalizing, defacing, damaging, destroying or using for any purpose any facility or improvement.

**7.0 PAYMENT**

The amounts payable to the Contractor by the City in accordance with Section 8 ("Billing and Invoices) of this Contract as follows:

	Monthly	Annually
10/4/2023 - 10/3/2024:	\$ 21,827	\$ 261,924
10/4/2024 - 10/3/2025:	\$ 22,154	\$ 265,848
10/4/2025 - 10/3/2026:	\$ 22,486	\$ 269,832
10/4/2026 - 1/3/2027:	\$ 22,823	\$ 273,876

**8.0 BILLING AND INVOICES**

- 8.1 The Contractor shall submit itemized invoices to the Library, indicating therein the services performed for which payment is requested. Payment of all invoices shall be subject to review and approval of Library management, which shall not be unreasonably withheld.
- 8.2 To ensure that services provided are measured against the services detailed in this Contract, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices. The Contractor is required to submit invoices that conform to City Standards and include, at a minimum, the following information:
  - a) Name and address of the Contractor
  - b) Name and address of the City Department being billed (Library Department)
  - c) Date of invoice and period covered
  - d) Contract Number
  - e) Description of completed task and amount due for task
  - f) Remittance address
- 8.3 All invoices shall be submitted on the Contractor's letterhead and contain the Contractor's official logo, or other unique and identifying information such as the name and address of the Contractor. Invoices shall be

submitted to the Library by the Contractor within 30 days of service or monthly, whichever is sooner. Invoices are considered completed when appropriate documentation or services provided are signed off as satisfactory by the Library Representative listed in Section 11.0 ("Contract Representatives") of this Contract. If invoice is insufficient or unsatisfactory, the Library's Representative shall inform the Contractor of any defect within 10 business days of receipt of the invoice from the Contractor, and the Contractor shall have five business days to provide a corrected invoice to the Library. Satisfactory invoices shall be paid by the Library no later than 30 days after receipt of the approved invoice by the Library.

- 8.4** Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The Library will not compensate the Contractor for costs incurred in invoice preparation. The Library may make written requests for changes to the content and format of the invoice and supporting documentation at any time. The Library reserves the right to request additional supporting documentation to substantiate costs at any time. Invoices shall be submitted via electronic mail to the Library Representative listed in Section 11.0 ("Contract Representatives") of this Contract, or via hard copy to:

Los Angeles Public Library  
Attention: Eloisa Sarao  
Facilities and Event Management  
630 West 5<sup>th</sup> Street  
Los Angeles, CA 90071

- 8.5** Failure to adhere to these procedures may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, and equipment received by any City office or department. The Controller must approve demands before they are drawn on the Treasury.

**9.0 OWNERSHIP**

All documents and records provided by the Library to the Contractor shall remain the property of the Library and must be returned to the Library upon termination of this Contract or at the request of the Library. The provisions of this article shall survive the termination of this Contract.

**10.0 AMBIGUITY**

Any ambiguity in this Contract shall not be interpreted against any one Party by virtue of that Party being the drafter of the Contract.

**11.0 CONTRACT REPRESENTATIVES**

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the Parties shall be sent. The Library and the Contractor shall notify, in writing, the other Party of any changes in the following information within five working days of such change.

CONTRACTOR'S REPRESENTATIVE

Name:  
Title:  
Address:

Telephone:  
Email:

LIBRARY'S REPRESENTATIVE

Name: Eloisa Sarao  
Title: Director of Facilities and Event Management  
Address: 630 W. 5<sup>th</sup> Street  
Los Angeles, CA 90071  
Telephone: (213) 228-7463  
Email: esarao@lapl.org

Formal notices, demands, and communications to be given hereunder by either Party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and will be deemed communicated as of the date of mailing.

If the name of the person designated to receive the notices, demands, or communications or the address of such person is changed, written notice must be provided as described in this Contract, within five business days of such change.

**12.0 INDEPENDENT CONTRACTOR**

The Contractor's relationship to the Library in the performance of this Contract is that of an independent contractor and not as an agent or employee of the City. Therefore, neither the Contractor, nor any of its subcontractors, are entitled to any vacation, sick leave, workers' compensation, pension, or any other City benefits. The Contractor's personnel performing services under this Contract shall at all times be under the Contractor's exclusive direction and control and shall be employees or subcontractors of the Contractor and not of the City. Further, the Contractor shall pay all wages, salaries, and other amounts due its employees in connection with this Contract and shall be responsible for all related reports and obligations including but not limited to social security, income tax withholding, unemployment compensation, and workers' compensation.

**13.0 RETENTION OF RECORDS**

Except as otherwise expressly directed by the City, the Contractor shall maintain records, including records of financial transactions, pertaining to the performance of the Contract, in their original form, in accordance with requirements prescribed by the City. These records must be retained for a period of no less than 48 months following final payment made by the City hereunder, the expiration date of this Contract, or the termination date of this Contract, whichever occurs last. Records will be subject to examination and audit by authorized the City personnel or by the City's representative at any time during the term of this Contract or within the 48 months following the final payment made by the City hereunder, the expiration of this Contract, or the termination date of this Contract, whichever occurs last. The Contractor shall provide any reports requested by the City regarding performance of the Contract.

**14.0 NO THIRD-PARTY BENEFICIARIES**

Nothing herein is intended to create a third-party beneficiary in any subcontractor. No privity is created with any subcontractor by this Contract. Even if the Contractor uses subcontractors, the Contractor remains responsible for complete and satisfactory performance of the terms of this Contract.

**15.0 CONFIDENTIALITY**

All data, documents, records, recorded testimony, audiotapes, videotapes, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted orally, in writing, or by any other media, to the Contractor by the City, and other documents to which the Contractor has access during the term of this Contract are confidential information ("Confidential Information").

The Contractor agrees that both during and after the term of this Contract, the City's Confidential Information shall be considered and kept as the private and privileged records of the City and will not be divulged to any person, firm, corporation, or other entity except on the prior direct written authorization of the City or as required by law.

**16.0 CONTRACTOR'S INTERACTION WITH THE MEDIA**

The Contractor shall refer all inquiries from the news media relating to this Contract or the Contractor's services hereunder to the Library, and shall immediately contact the Library to inform the Library of the inquiry. The Contractor shall comply with the procedures of the City's Public Affairs staff regarding any communication with the news media relating to this Contract or the Contractor's services hereunder.

**17.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS**

The Contractor will ensure that the requirements of Sections 15.0 ("Confidentiality") and 16.0 ("Contractor's Interaction with the Media") are provided to and apply to all subcontractors of this Contract.

**18.0 CONTINUED REQUIREMENTS**

The requirements of Sections 15.0 ("Confidentiality"), 16.0 ("Contractor's Interaction with the Media"), and 17.0 ("Requirements Apply to all Subcontractors") survive termination of the Contract.

**19.0 NON-EXCLUSIVE CONTRACT**

Nothing in this Contract shall be construed to mean that the Contractor providing services to the Library shall be the exclusive provider of such services. The Library retains the right to engage the services of and purchase materials from other contractors during the term of this Contract, and therefore the Library can neither estimate nor guarantee the volume or amount of work to be received by the Contractor under this Contract.

**20.0 BORDER WALL BID DISCLOSURE**

The Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 *et seq.*, "Disclosure of Border Wall Contracting." The Library may terminate this Contract at any time if the Library determines that the Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1. The required affidavit must be submitted online at [www.rampla.org](http://www.rampla.org).

**21.0 ENTIRE CONTRACT**

This Contract, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Contract between the Parties and supersedes any prior representation, understandings, communications, commitments, agreements, or proposals, oral or written. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Contract.

*(SIGNATURE PAGE TO FOLLOW)*

CONTRACT NO. C-138262

**IN WITNESS THEREOF**, the Parties hereto have caused this Restated and Amended Contract No. C-138262 to be executed by their respective duly authorized representatives.

**THE CITY OF LOS ANGELES,**  
a Municipal Corporation

**CONTRACTOR**

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By \_\_\_\_\_  
VALERIE LYNNE SHAW  
President  
Board of Library Commissioners

By \_\_\_\_\_  
NAME  
Title  
Company Name

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

HYDEE FELDSTEIN SOTO, City Attorney

By \_\_\_\_\_  
JOSHUA M. TEMPLET  
Deputy City Attorney

By \_\_\_\_\_  
RAQUEL BORDEN  
Secretary to the Board

Date \_\_\_\_\_

Date \_\_\_\_\_

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT B**

**Above-Ground Structures**

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661 Fax (213) 614-1863

EXHIBIT B

ABOVE-GROUND STRUCTURE-PART 1

(Also Known as Parcel B-1)


April 2, 1993

1 Those portions of Lots 16, and 17, Block 103, Bellevue Terrace Tract, in  
2 the City of Los Angeles, County of Los Angeles, State of California, as  
3 shown on map recorded in Book 2, Page 585 of Miscellaneous Records, in the  
4 office of the County Recorder of said County, described as follows:

5 Commencing at the most westerly corner of said Lot 16; thence  
6 northeasterly along the northwesterly line of said Lot 16, a distance of  
7 39.07 feet; thence southeasterly parallel with the southwesterly line of  
8 said Lot 16, a distance of 14.24 feet to the true point of beginning;  
9 thence continuing southeasterly parallel with said southwesterly line 18.5  
0 feet; thence northeasterly parallel with said northwesterly line, 29.5  
1 feet; thence northwesterly parallel with said southwesterly line, 18.5  
2 feet; thence southwesterly parallel with said northwesterly line, 29.5  
3 feet to the true point of beginning.

4 Containing 546 square feet.

5 NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT  
6 FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF  
7 THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

8   
9 Robert L. Mollenhauer, PLS No. 2996



10 THIS DESCRIPTION  
11 PREPARED BY WJL  
12 CHECKED NET D/LM  
13 TYPED 90  
14 COMPARED WJL/KG

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS



CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661 Fax (213) 614-1863

EXHIBIT B

ABOVE-GROUND STRUCTURE-PART 2

(Also Known as Parcel B-3)

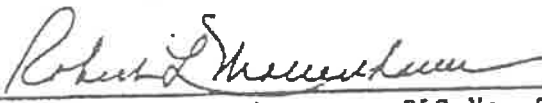
April 2, 1993

1 Portion of that certain Lot known as "Bellevue Terrace", as shown on the  
2 map of the Bellevue Terrace Tract, in the City of Los Angeles, County of  
3 Los Angeles, State of California, recorded in Book 2, Page 585 of  
Miscellaneous Records, in the office of the County Recorder of said  
County, described as follows:

4 Beginning at the southwesterly terminus of that certain course in the  
5 general southeasterly boundary of the land described as "Garage Plaza  
6 Parcel" in the Grant Deed to Maguire/Thomas Partners, recorded May 29,  
7 1987, as Instrument No. 87-853230 of Official Records of said County,  
8 having a bearing and distance of "South 37° 49' 38" West 29.08 feet" in  
9 said deed; thence continuing along said general southeasterly boundary,  
10 North 52° 10' 22" West 10.00 feet to an angle point in said general  
11 southeasterly boundary; thence continuing North 52° 10' 22" West 6.10  
12 feet; thence North 37° 49' 38" East 35.90 feet; thence North 52° 10' 22"  
13 West 4.75 feet; thence North 37° 49' 38" East 6.70 feet; thence South 52°  
14 10' 22" East 16.60 feet; thence South 37° 49' 38" West 8.50 feet; thence  
15 South 52° 10' 22" East 4.25 feet to the northerly prolongation of said  
16 certain course described above as having a bearing and distance of "South  
17 37° 49' 38" West 29.08 feet"; thence along said prolongation and said  
18 certain course South 37° 49' 38" West 36.10 feet to the point of beginning.

19 Containing 690 square feet.

20 NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT  
21 FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF  
22 THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

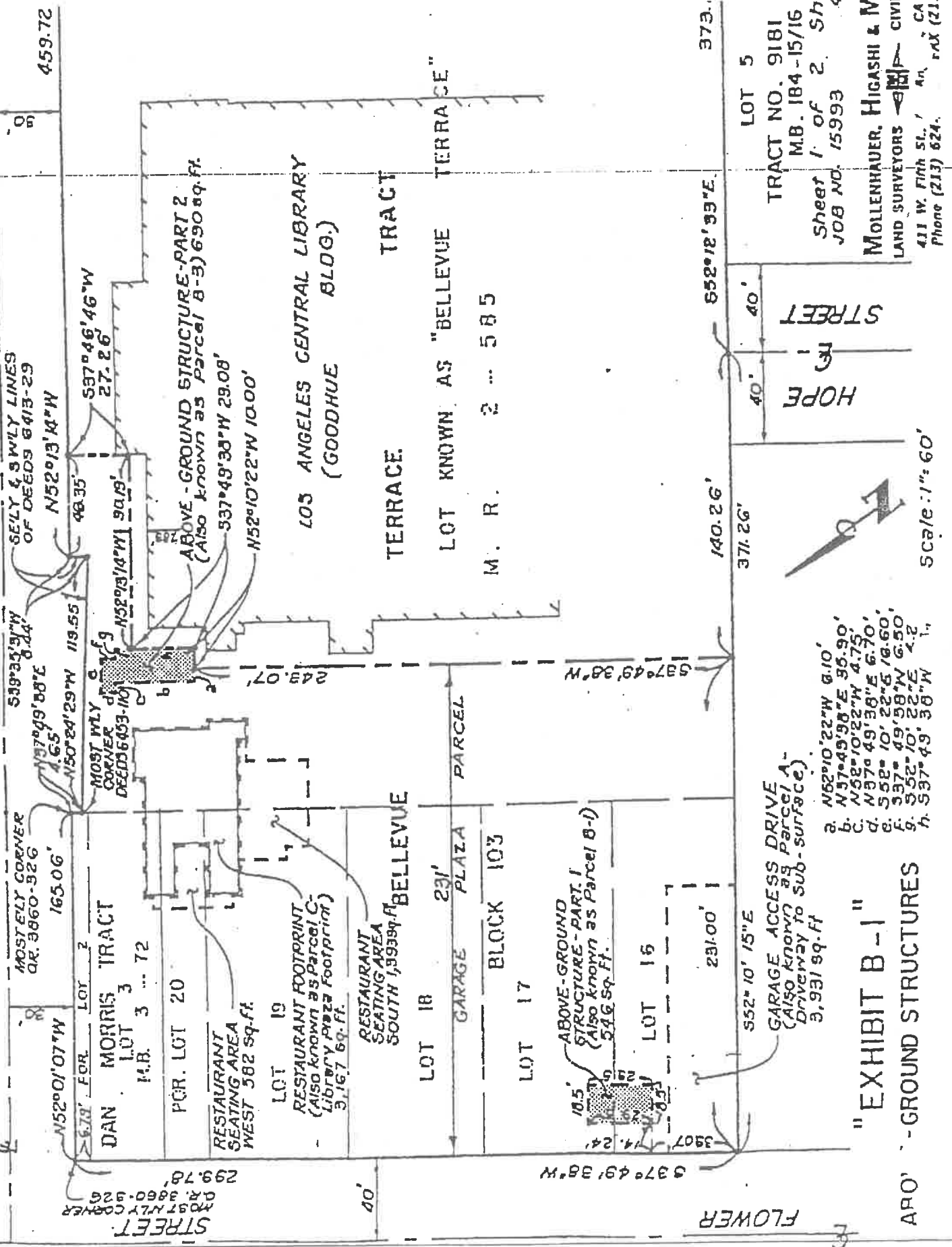
23   
Robert L. Mollenhauer, PLS No. 2996



THIS DESCRIPTION  
PREPARED BY TRUS  
CHECKED ME/DLM  
TYPED gp  
COMPARED MZ/TC

FIFTH STREET

STREET



459.72

373.

LOT 5  
TRACT NO. 9181  
M.B. 184-15/16  
Sheet 1 of 2 Sh  
JOB NO. 15993

MOLLENHAUER, HIGASHI & N  
LAND SURVEYORS  
411 W. FIFTH ST., AN, CA  
Phone (213) 624.

HOPE STREET  
40'  
40'

140.26'

371.26'



Scale: 1" = 60'

- GARAGE ACCESS DRIVE  
(Also known as Parcel A -  
Driveway to sub-surface)  
3,931 sq. ft.
- a. N62°10'22"W 6.10'
  - b. N57°49'38"E 35.90'
  - c. N52°10'22"W 4.75'
  - d. N37°49'38"E 6.70'
  - e. S52°10'22"E 16.60'
  - f. S37°49'38"W 6.50'
  - g. S52°10'22"E 4.2'
  - h. S37°49'38"W 1.1'

"EXHIBIT B-1"  
-GROUND STRUCTURES

FLOWER

STREET  
299.78'  
M.B. 3860-326  
MOSTLY CORNER

DAN MORRIS TRACT  
LOT 3 ... 72  
M.B. 3860-326

MOST WLY CORNER  
DEEDS 6403-106  
4.65'  
N57°49'38"E  
N50°24'29"W 119.55'

539°35'19"W 8.44'  
N52°01'07"W  
48.35'

537°46'46"W 27.26'  
N52°01'07"W 90.19'

537°49'38"W 29.08'  
N52°10'22"W 10.00'

ABOVE-GROUND STRUCTURE-PART 2  
(Also known as Parcel B-3) 690 sq. ft.

LOS ANGELES CENTRAL LIBRARY  
(GOODHUE BLOO.)

TERRACE TRACT  
LOT KNOWN AS "BELLEVUE TERRACE"

M. R. 2 ... 585

PARCEL  
291.00'

RESTAURANT SEATING AREA  
WEST 582 sq. ft.

LOT 19  
RESTAURANT FOOTPRINT  
(Also known as Parcel C -  
Library Plaza footprint)  
3,167 sq. ft.

RESTAURANT SEATING AREA  
SOUTH 1,393 sq. ft.

LOT 18  
GARAGE PLAZA  
291'

BELLEVUE  
BLOCK 103

LOT 17  
ABOVE-GROUND STRUCTURE-PART 1  
(Also known as Parcel B-1)  
546 sq. ft.

LOT 16  
291.00'

552°10'15"E  
3,931 sq. ft.

937°49'38"W  
3907'

10.5'

937°49'38"W

652°12'39"E



**EXHIBIT C**

**Garage Access Drive**

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661 Fax (213) 614-1963

EXHIBIT C

GARAGE ACCESS DRIVE

(Also Known as Parcel A-Driveway to Subsurface)

April 2, 1993


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Portion of Lot 16, Block 103, Bellevue Terrace Tract, in the City of Los Angeles, County of Los Angeles, State of California, as shown on map recorded in Book 2, Page 585 of Miscellaneous Records; in the office of the County Recorder of said County, described as follows:

Beginning at the most westerly corner of said Lot 16; thence northeasterly along the northwesterly line of said Lot, a distance of 31.4 feet; thence southeasterly parallel with the southwesterly line of said Lot, a distance of 125.2 feet; thence southwesterly parallel with said northwesterly line, a distance of 31.4 feet to said southwesterly line; thence northwesterly along said southwesterly line, a distance of 125.2 feet to the point of beginning.

Containing 3,931 square feet.

NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

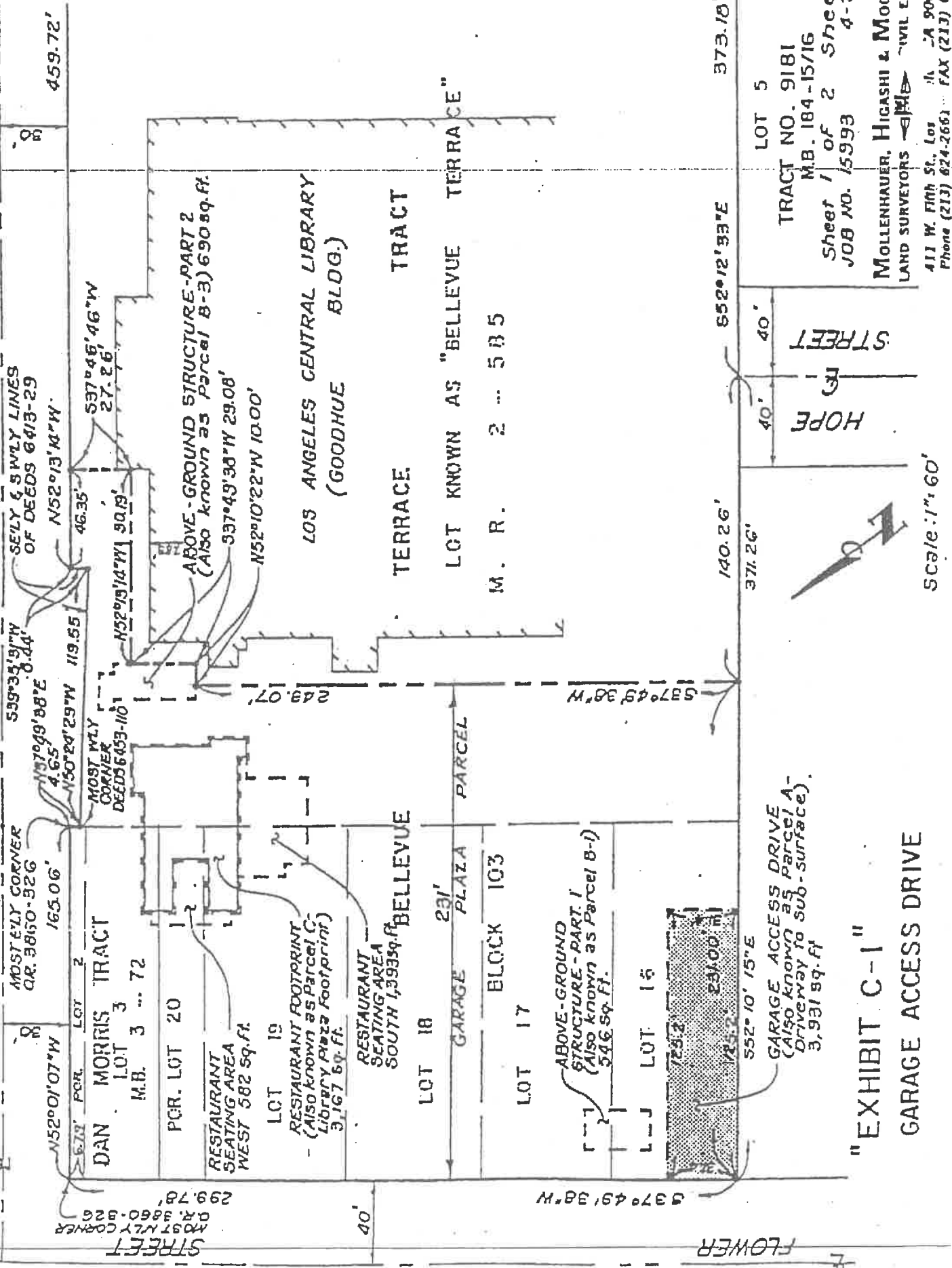
  
Robert L. Mollenhauer, PLS No. 2996



THIS DESCRIPTION  
PREPARED BY ZURIS  
CHECKED MZ/EXM  
TYPED gp  
COMPARED MZ/KCp

FIFTH STREET

FIFTH STREET



MOST ELY CORNER Q.R. 3860-326

MOST ELY CORNER Q.R. 3860-326

MOST ELY CORNER Q.R. 3860-326

MOST ELY CORNER Q.R. 3860-326

459.72'

46.35'

119.55'

4.65'

299.78'

249.07'

165.06'

119.55'

119.55'

119.55'

N52°01'07"W

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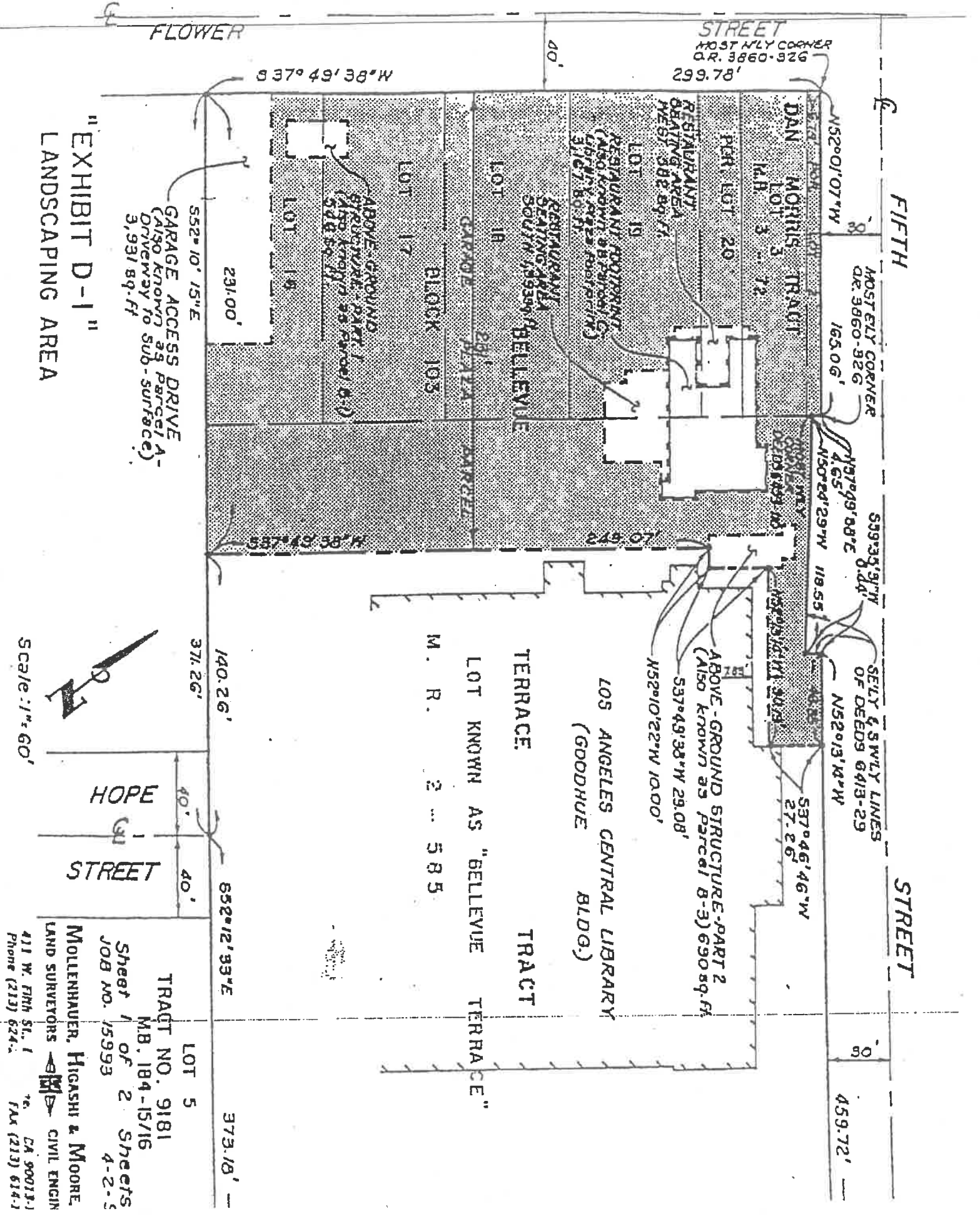
40'

40'

40'



**EXHIBIT D**  
**Landscaping Area**



"EXHIBIT D-1"  
LANDSCAPING AREA

GARAGE ACCESS DRIVE  
(Also known as parcel A -  
Driveway to sub-surface)  
3,931 sq-ft

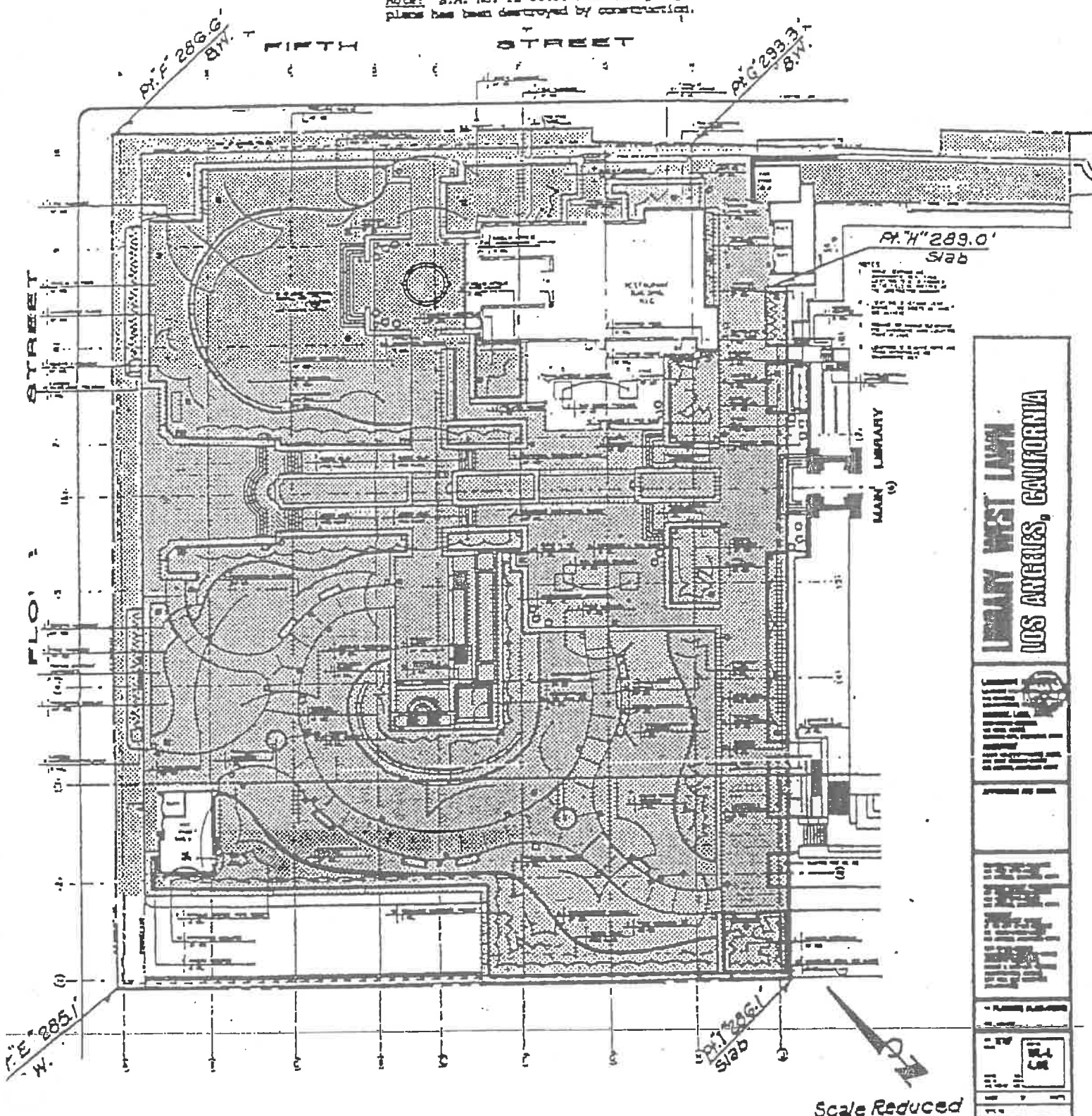
Scale: 1" = 60'



TRAJECT NO. 9181  
M.B. 184-15/16  
Sheet 1 of 2  
JOB NO. 15993  
MOLLENHAUER, HIGASHI & MOORE  
LAND SURVEYORS  
CIVIL ENGINEERS  
411 W. FIFTH ST., 1  
Phone (213) 624-...  
CA 90013-1  
FAX (213) 614-1


ENGINE MAPS CITY OF L.A. SANITARY  
 B.M. No. 12-06750  
 Out spikes in south curb 5th St., 11.6 feet  
 West of Olive St. at west end catch basin.  
 Elevation = 274.169 feet (1973 Adjustment)

Note: B.M. No. 12-06490 used for garage  
 plans has been destroyed by construction.



**EXHIBIT D-2"**  
**LANDSCAPING AREA**

Above an undulating plane represented by  
 a dashed line and the concrete slab

 = Approximately  
 61,116 square feet  
 B.W. = Back of existing conc.  
 walk elevation

Sheet 2 of 2 Sheets  
 JOB NO 15993 4-2-93

MOLLENHAUER, HIGASHI & MOORE

**EXHIBIT E**

**Library Service Drive**

## MOLLENHAUER, HIGASHI &amp; MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661 Fax (213) 614-1863

September 1, 1993

## EXHIBIT "E"

LIBRARY SERVICE DRIVE  
ACROSS GOODHUE AND EAST WING PARCELS

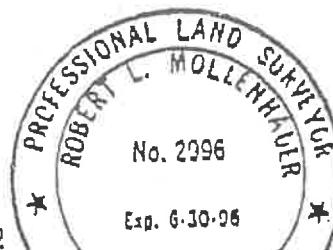
1 That portion of that certain Lot known as "Bellevue Terrace" as shown on the  
2 map of the Bellevue Terrace Tract, in the City of Los Angeles, in the County  
3 of Los Angeles, State of California, recorded in Book 2, Page 585 of  
4 Miscellaneous Records, in the office of the County Recorder of said County,  
5 lying between horizontal incline planes connecting the Upper Elevations, shown  
6 as "U.E.", and the Lower Elevations, shown as "L. E.", on "Exhibit C-2"  
7 attached hereto and made a part hereof (said elevations are based on City of  
8 Los Angeles Bench Mark No. 12-06690, having an elevation of 295.423 feet, 1975  
9 adjustment, based on National Geodetic Vertical Datum of 1929), described as  
10 follows:

11 Beginning at a point in a line parallel with and distant 231 feet  
12 southeasterly, measured at right angles, from the southeasterly line of Flower  
13 Street, 80 feet wide, as shown on the map of the Dan Morris Tract, in said  
14 City, County and State, recorded in Book 3, Page 72 of Maps, in said office  
15 of the County Recorder, said point being distant 3.5 feet northeasterly along  
16 said parallel line, from the southwesterly line of Lot 16 in Block 103 of said  
17 Bellevue Terrace Tract; thence along a line that is parallel with the  
18 southwesterly line of the land described in Ordinance No. 41830, New Series,  
19 of the City of Los Angeles, passed by the City Council of said City on May 3,  
20 1921, on file in the office of the Clerk of said City (said southwesterly line  
21 being the southwesterly line of Grand Avenue, of variable width, as shown on  
22 City Engineer's Field Book 129-209 Pages 179 and 180, on file in the office  
23 of the City Engineer of said City), South 52° 13' 14" East 283.04 feet; thence  
South 60° 35' 06" East 61.87 feet; thence parallel with said southwesterly  
line South 52° 13' 14" East 169.20 feet to the northwesterly line of Grand  
Avenue, 80 feet wide, as shown on said City Engineer's Field Book Page 179 and  
on Page 178; thence along said Grand Avenue North 37° 50' 48" East 24.00 feet  
to a line parallel with and distant 24 feet northeasterly, measured at right  
angles, from that certain course described herein as having a bearing and  
distance of "South 52° 13' 14" East 169.20 feet"; thence along said last  
mentioned parallel line North 52° 13' 14" West 170.70 feet; thence North 61°  
09' 17" West 82.29 feet; thence North 37° 46' 46" East 3.78 to a line parallel  
with and distant 24 feet northeasterly, measured at right angles, from that  
certain course described herein as having a bearing and distance of "South 52°  
13' 14" East 283.04 feet"; thence along said last mentioned parallel line  
North 52° 13' 14" West 261.47 feet to said line that is parallel with and  
distant 231 feet southeasterly from the southeasterly line of Flower Street;  
thence along said last mentioned parallel line South 37° 49' 38" West 24.00  
feet to the point of beginning.

Containing 12,273 square feet


20 NOTE: THIS DESCRIPTION WAS PREPARED AS CONVENIENCE ONLY AND  
21 IS NOT FOR USE IN THE DIVISION AND/OR CONVEYANCE OF  
22 LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE  
23 STATE OF CALIFORNIA

  
Robert L. Mollenhauer, PLS No. 2996



THIS DESCRIPTION  
PREPARED BY PLS  
CHECKED PLS  
TYPED PLS  
COMPARED PLS  
JOB

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661 Fax (213) 614-1863

EXHIBIT E  
LIBRARY SERVICE DRIVE  
April 2, 1993

1 That portion of Lot 16, Block 103, Bellevue Terrace Tract, in the City of Los  
2 Angeles, County of Los Angeles, State of California, as shown on map recorded  
3 in Book 2, Page 585 of Miscellaneous Records, in the office of the County  
4 Recorder of said County and that portion of that certain Lot known as  
5 "Bellevue Terrace", as shown on said map of the Bellevue Terrace Tract, lying  
6 between horizontal incline planes connecting the Upper Elevations, shown as  
7 "U.E.", and the Lower Elevations, shown as "L. E.", on "Exhibit E-2" attached  
8 hereto and made a part hereof (said elevations are based on City of Los  
9 Angeles Bench Mark No. 12-06690, having an elevation of 295.423 feet, 1975  
10 Adjustment, based on National Geodetic Vertical Datum of 1929), described as  
11 follows:

12 Beginning at the intersection of the northwesterly line of said Lot 16 with a  
13 line parallel with and distant 3.5 feet northeasterly, measured at right  
14 angles, from the southwesterly line of said Lot; thence northeasterly along  
15 said northwesterly line 24 feet to a line parallel with and distant 27.5 feet  
16 northeasterly, measured at right angles, from said southwesterly line; thence  
17 southeasterly along said last mentioned parallel line a distance of 231 feet,  
18 more or less, to a line parallel with and distant 231 feet southeasterly,  
19 measured at right angles, from said northwesterly line; thence southwesterly  
20 along said last mentioned parallel line 24 feet to the southeasterly  
21 prolongation of said line that is parallel with and distant 3.5 feet  
22 northeasterly from said southwesterly line; thence northwesterly along said  
23 last mentioned southeasterly prolongation and said last mentioned parallel  
line, a distance of 231 feet, more or less, to the point of beginning.

Containing 5,544 square feet.

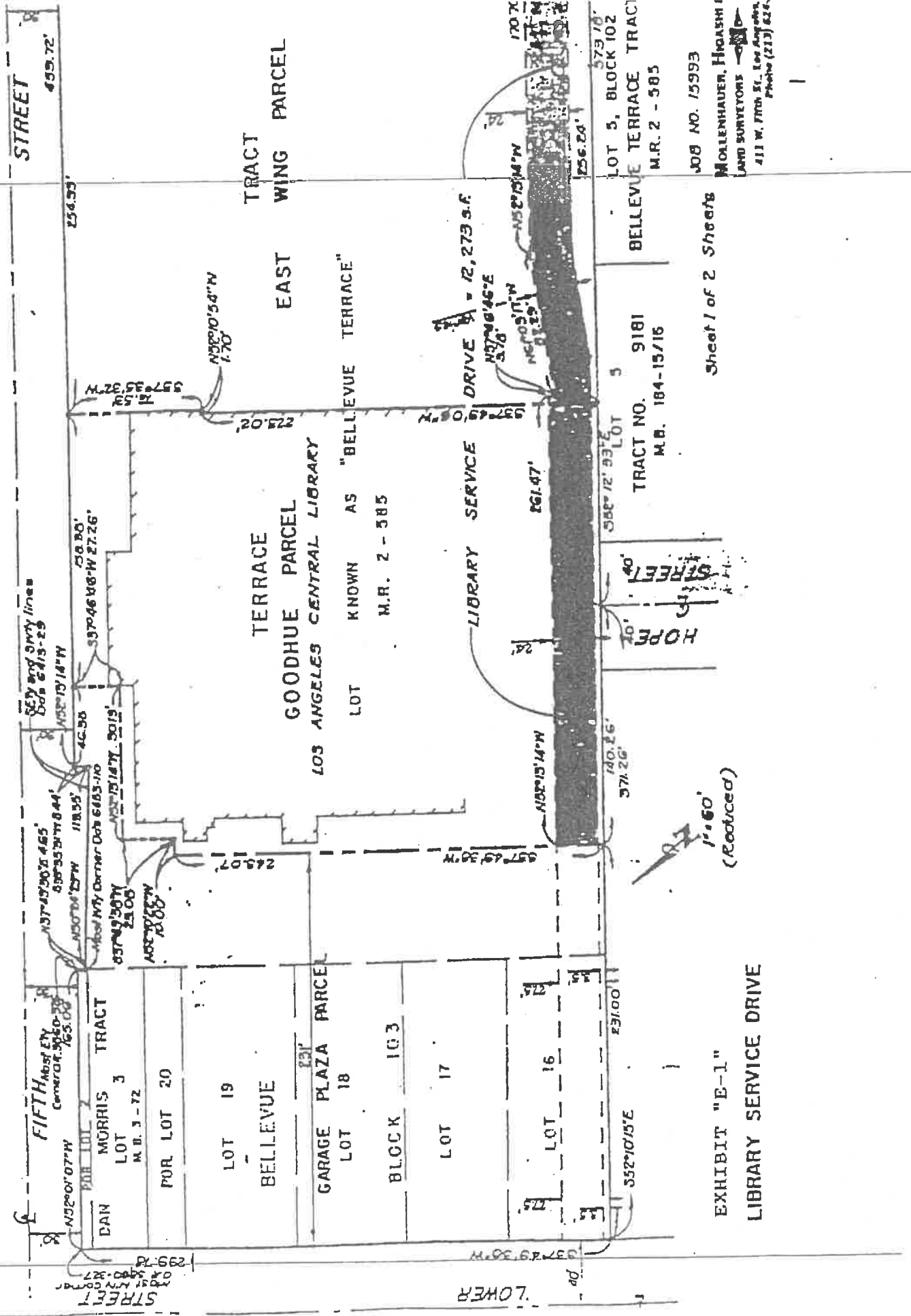
NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT  
FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF  
THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.



Robert L. Mollenhauer, PLS No. 2996



THIS DESCRIPTION  
PREPARED BY WRLS  
CHECKED MEJ, RLW  
TYPED gp  
COMPARED MEJ, RLW



STREET

499.72'

SEV and SWV lines  
Dots 2413-25

N52°19'14"W

40.56'

N52°15'14"W

397.46486' W 27.26'

118.35'

N37°47'20.2" E 465'

335°55'37" W 8.44'

N50°07'07"W

165.03'

DAN MORRIS TRACT

LOT 3

M.B. 3-72

FOR LOT 20

LOT 19

BELLEVUE

GARAGE PLAZA PARCEL

LOT 18

BLOCK 103

LOT 17

LOT 16

FOR LOT 15

352°10'15"E

231.00'

231'

231'

225.02'

N52°10'54"W

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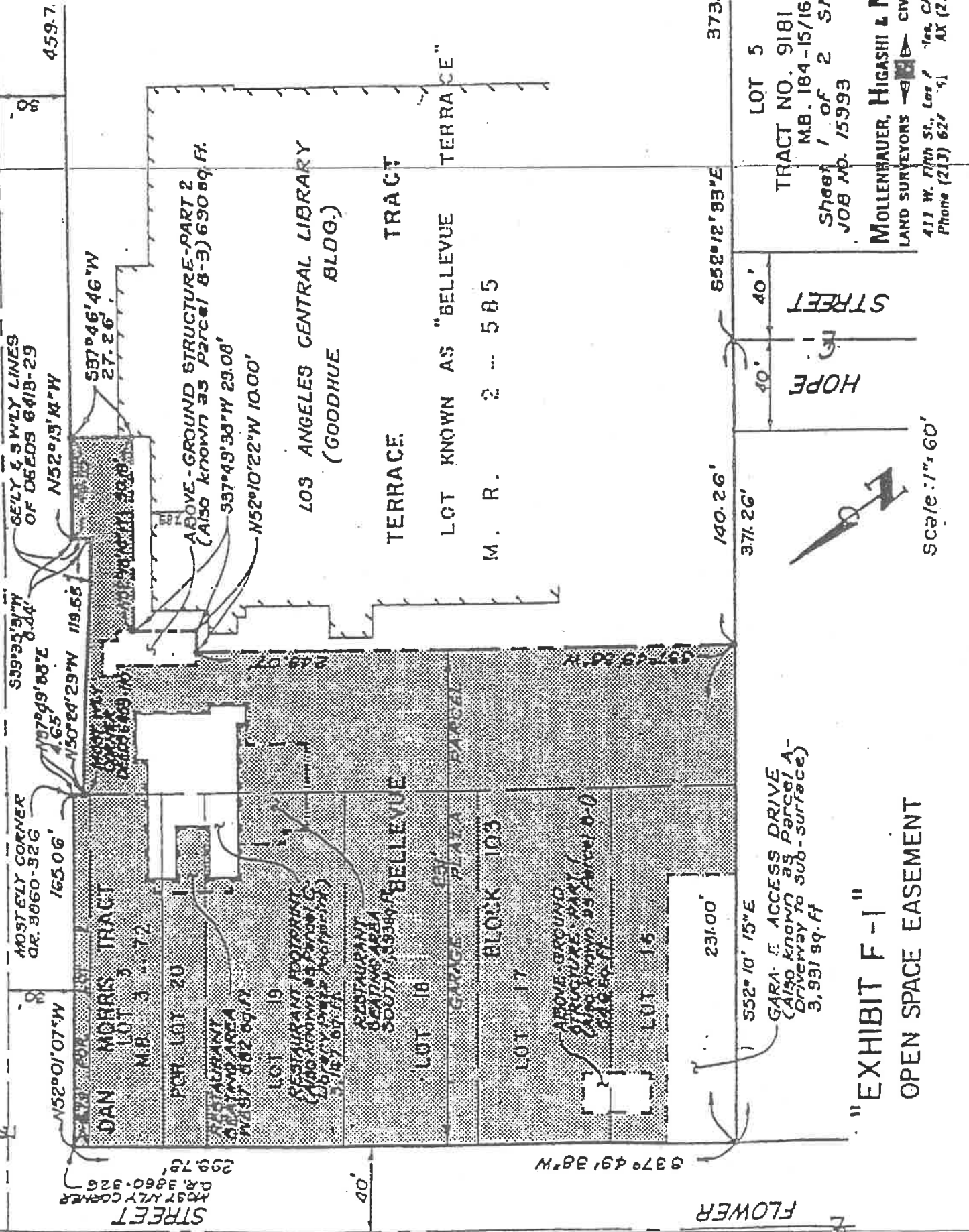




**EXHIBIT F**  
**Open Space Easement**

FIFTH STREET

STREET



HOPE STREET

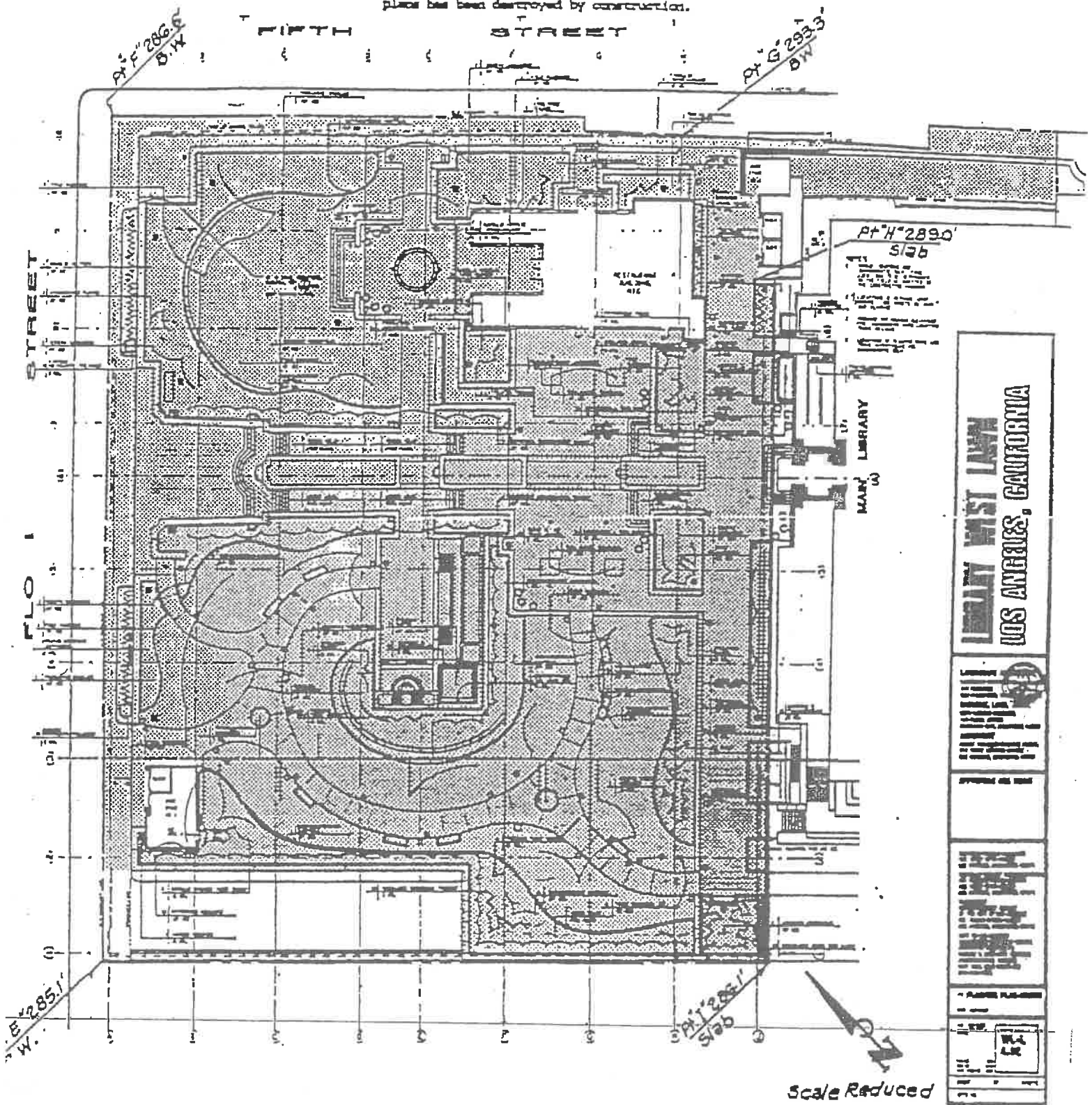


Scale: 1" = 60'

"EXHIBIT F-1"  
 OPEN SPACE EASEMENT

BENCH MARK CITY OF L.A. CACTI  
 B.M. No. 12-06750  
 Cut spike in south curb 5th St., 21.6 feet  
 West of Olive St. at west end catch basin.  
 Elevation = 274.169 feet (1975 Adjustment)

Note: B.M. No. 12-06690 used for garage  
 plans has been destroyed by construction.



MOLLINGER, HIGASHI & MOORE  
 ARCHITECTS  
 105 ANGELES, CALIFORNIA  
 4-2-93

**EXHIBIT F-2"**  
**OPEN SPACE EASEMENT**

Above an undulating plane represented by the upper surface of the concrete slab


- = Approximately 63,091 square feet
- BW = Back of existing conc. walk elevation

Sheet 2 of 2 sheets  
 JOB NO. 15993 4-2-93  
 MOLLINGER, HIGASHI & MOORE, I

**EXHIBIT G**

**Restaurant Footprint  
(also known as Library Plaza Footprint)**

## MOLLENHAUER, HIGASHI &amp; MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661 Fax (213) 614-1863

## EXHIBIT G

## RESTAURANT FOOTPRINT

(Also Known as Parcel C-Library Plaza Footprint)

April 2, 1993

1 Portion of Lots 19 and 20, Block 103, Bellevue Terrace Tract, in the City of  
 2 Los Angeles, County of Los Angeles, State of California, as shown on map  
 3 recorded in Book 2, Page 585 of Miscellaneous Records, in the office of the  
 4 County Recorder of said County, and a portion of that certain Lot known as  
 5 "Bellevue Terrace" as shown on said map of the Bellevue Terrace Tract; and  
 6 portion of Lot 3, Dan Morris Tract, in said City, County and State, as per map  
 7 recorded in Book 3, Page 72 of Maps, in said office of the County Recorder,  
 8 lying above a plane passing through Points "A", "B", "C" and "D" shown on  
 9 "Exhibit G-2" attached hereto and made a part hereof, having elevations of  
 10 286.8 feet, 286.8 feet, 288.9 feet and 288.5 feet respectively (said  
 11 elevations are based on City of Los Angeles Bench Mark No. 12-06690, having an  
 12 elevation of 295.423 feet, 1975 Adjustment, based on National Geodetic  
 13 Vertical Datum of 1929), and above the projections of said plane so formed, to  
 14 the exterior boundaries of the following described land:

15 Commencing at the most westerly corner of Lot 16 in said Block 103 of the  
 16 Bellevue Terrace Tract; thence along the northwesterly line of said Lot and  
 17 its northeasterly prolongation, North 37° 49' 38" East 222.97 feet; thence  
 18 perpendicular to said prolongation South 52° 10' 22" East 124.70 feet to the  
 19 TRUE POINT OF BEGINNING; thence North 37° 49' 38" East 2.92 feet; thence South  
 20 52° 10' 22" East 1.17 feet; thence North 37° 49' 38" East 9.50 feet; thence  
 21 North 52° 10' 22" West 1.17 feet; thence North 37° 49' 38" East 2.92 feet;  
 22 thence South 52° 10' 22" East 2.92 feet; thence South 37° 49' 38" West 1.17  
 23 feet; thence South 52° 10' 22" East 9.42 feet; thence North 37° 49' 38" East  
 1.17 feet; thence South 52° 10' 22" East 2.00 feet; thence South 37° 49' 38"  
 38" East 1.17 feet; thence South 52° 10' 22" East 9.42 feet; thence North 37° 49'  
 49' 38" East 13.67 feet; thence North 52° 10' 22" West 0.75 feet; thence North  
 37° 49' 38" East 1.17 feet; thence North 52° 10' 22" West 9.42 feet; thence  
 South 37° 49' 38" West 1.17 feet; thence North 52° 10' 22" West 2.00 feet;  
 thence North 37° 49' 38" East 1.17 feet; thence North 52° 10' 22" West 9.42  
 feet; thence South 37° 49' 38" West 1.17 feet; thence North 52° 10' 22" West  
 2.92 feet; thence North 37° 49' 38" East 2.92 feet; thence South 52° 10' 22"  
 East 1.17 feet; thence North 37° 49' 38" East 9.50 feet; thence North 52° 10'  
 22" West 1.17 feet; thence North 37° 49' 38" East 2.92 feet; thence South 52°  
 10' 22" East 2.92 feet; thence South 37° 49' 38" West 1.17 feet; thence South  
 52° 10' 22" East 9.42 feet; thence North 37° 49' 38" East 1.17 feet; thence  
 South 52° 10' 22" East 2.00 feet; thence South 37° 49' 38" West 1.17 feet;  
 thence South 52° 10' 22" East 9.42 feet; thence North 37° 49' 38" East 1.17  
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 1.17 feet; thence South 52° 10' 22" East 9.42 feet; thence North 37° 49' 38"  
 East 1.17 feet; thence South 52° 10' 22" East 2.00 feet; thence South 37° 49'  
 38" West 1.17 feet; thence South 52° 10' 22" East 6.00 feet; thence North 37°  
 49' 38" East 1.17 feet; thence South 52° 10' 22" East 2.00 feet; thence South

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS



CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661 Fax (213) 614-1863


April 2, 1993

EXHIBIT G (RESTAURANT FOOTPRINT) (CONTINUED)

1  
2 37° 49' 38" West 1.17 feet; thence South 52° 10' 22" East 9.42 feet; thence  
3 North 37° 49' 38" East 1.17 feet; thence South 52° 10' 22" East 0.75 feet;  
4 thence North 37° 49' 38" East 4.33 feet; thence South 52° 10' 22" East 23.33  
5 feet; thence South 37° 49' 38" West 34.50 feet; thence South 52° 10' 22" East  
6 3.50 feet; thence South 37° 49' 38" West 18.00 feet; thence North 52° 10' 22"  
7 West 10.50 feet; thence North 37° 49' 38" East 4.00 feet; thence North 52° 10'  
8 22" West 8.83 feet; thence South 37° 49' 38" West 0.17 feet; thence North 52°  
9 10' 22" West 0.25 feet; thence North 37° 49' 38" East 1.17 feet; thence North  
10 52° 10' 22" West 6.00 feet; thence South 37° 49' 38" West 1.17 feet; thence  
11 North 52° 10' 22" West 2.00 feet; thence North 37° 49' 38" East 1.17 feet;  
12 thence North 52° 10' 22" West 9.42 feet; thence South 37° 49' 38" West 1.17  
13 feet; thence North 52° 10' 22" West 2.00 feet; thence North 37° 49' 38" East  
14 1.17 feet; thence North 52° 10' 22" West 6.00 feet; thence South 37° 49' 38"  
15 West 1.17 feet; thence North 52° 10' 22" West 2.00 feet; thence North 37° 49'  
16 38" East 1.17 feet; thence North 52° 10' 22" West 9.42 feet; thence South 37°  
17 49' 38" West 1.17 feet; thence North 52° 10' 22" West 2.00 feet; thence North  
18 37° 49' 38" East 1.17 feet; thence North 52° 10' 22" West 9.42 feet; thence  
19 South 37° 49' 38" West 1.17 feet; thence North 52° 10' 22" West 2.00 feet;  
20 thence North 37° 49' 38" East 1.17 feet; thence North 52° 10' 22" West 9.42  
21 feet; thence South 37° 49' 38" West 1.17 feet; thence North 52° 10' 22" West  
22 2.92 feet to the TRUE POINT OF BEGINNING.

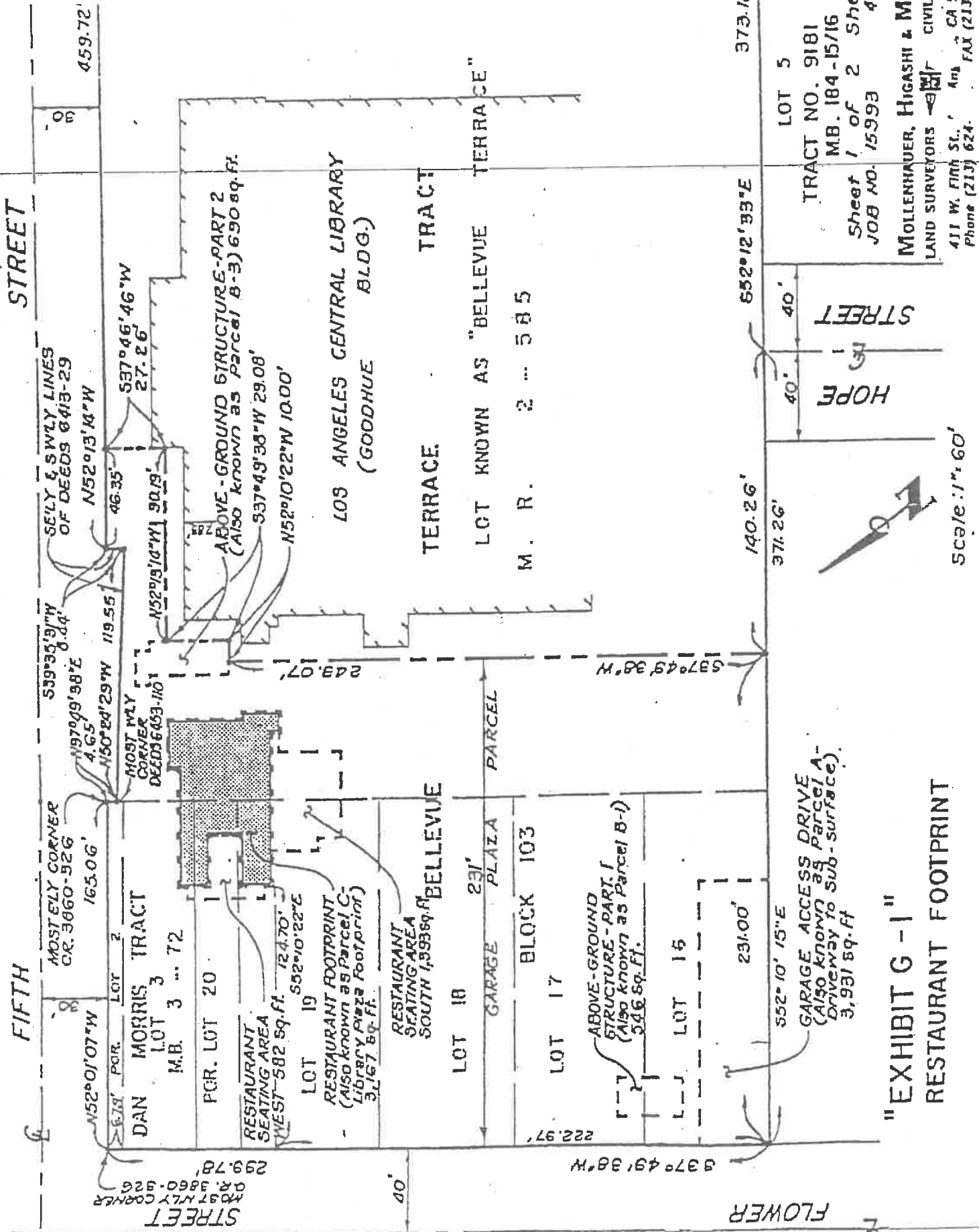
13  
14 Containing 3,167 square feet.

15  
16 NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT FOR USE  
17 IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF THE  
18 SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

19   
20 Robert L. Mollenhauer, PLS No. 2996



21 THIS DESCRIPTION  
22 PREPARED BY TURIS  
23 CHECKED MA  
TYPED LC  
COMPARED MA RE



Scale: 1" = 60'

"EXHIBIT G-1"  
 RESTAURANT FOOTPRINT

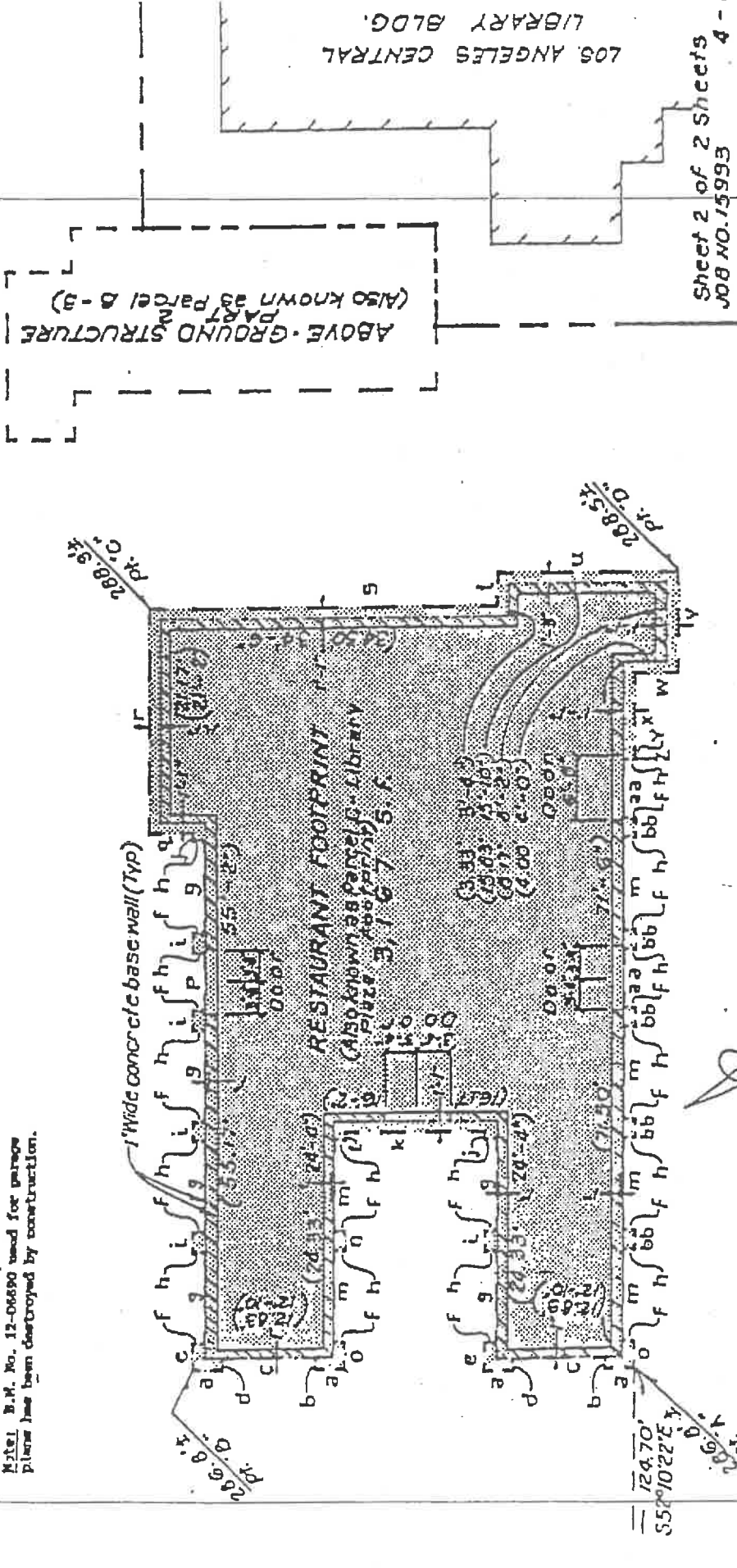
LOT NO. 9181  
 TRACT NO. 184-15/16  
 Sheet 1 of 2 Sht 4  
 JOB NO. 15993  
 MOLLENHAUER, HIGASHI & M  
 LAND SURVEYORS  
 411 W. FIFTH ST., ANAHEIM, CA 92801  
 Phone (714) 624-XXXX FAX (714) XXXX

- CURBSES**
- a. N37°49'38"E 2.92' (2'-11") J. S52°10'22"E 0.75' (0'-9")
  - b. S52°10'22"E 1.17' (1'-2") K. N37°49'38"E 13.67' (13'-8")
  - c. N37°49'38"E 9.50' (9'-6") L. N52°10'22"W 0.75' (0'-9")
  - d. N52°10'22"W 1.17' (1'-2") M. N52°10'22"W 9.42' (9'-5")
  - e. S52°10'22"E 2.92' (2'-11") N. N52°10'22"W 2.00' (2'-0")
  - f. S37°49'38"W 1.17' (1'-2") O. N52°10'22"W 2.92' (2'-11")
  - g. S52°10'22"E 9.42' (9'-5") P. S52°10'22"E 6.00' (6'-0")
  - h. N37°49'38"E 1.17' (1'-2") Q. N37°49'38"E 4.33' (4'-4")
  - i. S52°10'22"E 2.00' (2'-0") R. S52°10'22"E 23.33' (23'-4")

- s. S37°49'38"W 34.5'
- t. S52°10'22"E 3.50'
- u. S37°49'38"W 18.0'
- v. N52°10'22"W 10.5'
- w. N37°49'38"W 4.00'
- x. N52°10'22"W 6.83'
- y. S37°49'38"W 0.17'
- z. N52°10'22"W 0.24'
- aa. N52°10'22"W 6.0'
- bb. N52°10'22"W 2.1'

**EDGE MARK** CITY OF L.A. DATUM  
 E.M. No. 12-06750  
 Cut spike in south curb 5th St., 21.8 feet West of Olive St. at west end catch basin.  
 Elevation = 274.189 feet (1975 Adjustment)

Notes: E.M. No. 12-06690 used for passage plans has been destroyed by construction.



ABOVE GROUND STRUCTURE  
 (ALSO KNOWN AS PARCEL B-3)

LOS ANGELES CENTRAL LIBRARY BLDG.

Sheet 2 of 2 Sheets  
 JOB NO. 15993 4-

MOLLENHAUER, HIGAS & M  
 LAND SURVEYORS W. CIVIL  
 411 W. Fifth St., Los Angeles, CA

NOTE (1/4") = Outside dimension of concrete base wall

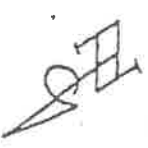


EXHIBIT G-2  
 RESTAURANT FOOTPRINT  
 Scale: 1" = 16'

**EXHIBIT H**

**Restaurant Seating Areas**

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661 Fax (213) 614-1863

EXHIBIT H

RESTAURANT SEATING AREA SOUTH

April 2, 1993

1 That portion of Lot 19, Block 103, Bellevue Terrace Tract, in the City of Los  
 2 Angeles, County of Los Angeles, State of California, as shown on map recorded  
 3 in Book 2, Page 585 of Miscellaneous Records, in the office of the County  
 4 Recorder of said County, and that portion of that certain Lot known as  
 "Bellevue Terrace" as shown on said map of the Bellevue Terrace Tract, all  
 lying above a horizontal plane having an elevation of 293.7 feet (based on  
 City of Los Angeles Bench Mark No. 12-06690, having an elevation of 295.423  
 feet, 1975 Adjustment, based on National Geodetic Vertical Datum of 1929),  
 described as follows:

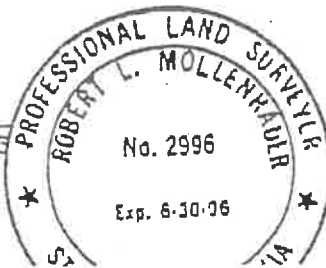
5 Commencing at the most westerly corner of Lot 16 in said Block 103 of the  
 6 Bellevue Terrace Tract; thence along the northwesterly line of said Lot and  
 7 its northeasterly prolongation, North 37° 49' 38" East 222.97 feet; thence  
 8 perpendicular to said prolongation South 52° 10' 22" East 124.70; thence South  
 52° 10' 22" East 2.92 feet; thence North 37° 49' 38" East 1.17 feet; thence  
 9 South 52° 10' 22" East 9.42 feet; thence South 37° 49' 38" West 1.17 feet;  
 10 thence South 52° 10' 22" East 2.00 feet; thence North 37° 49' 38" East 1.17  
 11 feet; thence South 52° 10' 22" East 2.84 feet to the TRUE POINT OF BEGINNING;  
 12 thence South 37° 49' 38" West 21.12 feet; thence South 52° 10' 22" East 6.00  
 13 feet; thence South 37° 49' 38" West 10.13 feet; thence South 52° 10' 22" East  
 40.00; thence North 37° 49' 38" East 27.16 feet; thence South 52° 10' 22" East  
 8.50 feet; thence North 37° 49' 38" East 3.09 feet; thence North 52° 10' 22"  
 14 West 8.83 feet; thence South 37° 49' 38" West 0.17 feet; thence North 52° 10'  
 15 22" West 0.25 feet; thence North 37° 49' 38" East 1.17 feet; thence North 52°  
 16 10' 22" West 6.00 feet; thence South 37° 49' 38" West 1.17 feet; thence North  
 52° 10' 22" West 2.00 feet; thence North 37° 49' 38" East 1.17 feet; thence  
 17 North 52° 10' 22" West 9.42 feet; thence South 37° 49' 38" West 1.17 feet;  
 18 thence North 52° 10' 22" West 2.00 feet; thence North 37° 49' 38" East 1.17  
 19 feet; thence North 52° 10' 22" West 6.00 feet; thence South 37° 49' 38" West  
 1.17 feet; thence North 52° 10' 22" West 2.00 feet; thence North 37° 49' 38"  
 20 East 1.17 feet; thence North 52° 10' 22" West 9.42 feet; thence South 37° 49'  
 38" West 1.17 feet; thence North 52° 10' 22" West 2.00 feet; thence North 37°  
 49' 38" East 1.17 feet; thence North 52° 10' 22" West 6.58 feet to the TRUE  
 POINT OF BEGINNING.

21 Containing 1,393 square feet.

22 NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT  
 23 FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF  
 THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.



Robert L. Mollenhauer, PLS No. 2996



THIS DESCRIPTION  
 PREPARED BY WJRS  
 CHECKED MZL/PLM  
 TYPED 40  
 COMPARED ATG/PLM

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS



CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661 Fax (213) 614-1863

EXHIBIT H (CONTINUED)

RESTAURANT SEATING AREA WEST

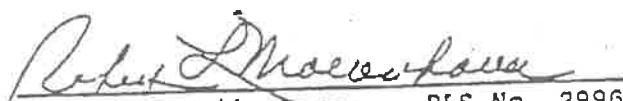
April 2, 1993

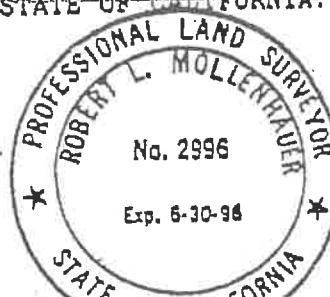
1 Those portions of Lots 19 and 20, Block 103, Bellevue Terrace Tract, in the  
2 City of Los Angeles, County of Los Angeles, State of California, as shown on  
3 map recorded in Book 2, Page 585 of Miscellaneous Records, in the office of  
4 the County Recorder of said County; and that portion of Lot 3, Dan Morris  
5 Tract, in said City, County and State, as per map recorded in Book 3, Page 72  
6 of Maps, in said office of the County Recorder, all lying above a horizontal  
7 plane having an elevation of 293.3 feet (based on City of Los Angeles Bench  
8 Mark No. 12-06690, having an elevation of 295.423 feet, 1975 Adjustment, based  
9 on National Geodetic Vertical Datum of 1929), described as follows:

10 Commencing at the most westerly corner of Lot 16 in said Block 103 of the  
11 Bellevue Terrace Tract; thence along the northwesterly line of said Lot and  
12 its northeasterly prolongation, North 37° 49' 38" East 222.97 feet; thence  
13 perpendicular to said prolongation South 52° 10' 22" East 124.70 feet; thence  
14 North 37° 49' 38" East 2.92 feet; thence South 52° 10' 22" East 1.17 feet;  
15 thence North 37° 49' 38" East 1.17 feet; to the TRUE POINT OF BEGINNING;  
16 thence continuing North 37° 49' 38" East 8.33 feet; thence North 52° 10' 22"  
17 West 1.17 feet; thence North 37° 49' 38" East 2.92 feet; thence South 52° 10'  
18 22" East 2.92 feet; thence South 37° 49' 38" West 1.17 feet; thence South  
19 52° 10' 22" East 9.42 feet; thence North 37° 49' 38" East 1.17 feet; thence South  
20 52° 10' 22" East 2.00 feet; thence South 37° 49' 38" West 1.17 feet; thence  
21 South 52° 10' 22" East 9.42 feet; thence North 37° 49' 38" East 1.17 feet;  
22 thence South 52° 10' 22" East 0.75 feet; thence North 37° 49' 38" East 13.67  
23 feet; thence North 52° 10' 22" West 0.75 feet; thence North 37° 49' 38" East  
West 1.17 feet; thence North 52° 10' 22" West 9.42 feet; thence South 37° 49' 38"  
38" East 1.17 feet; thence North 52° 10' 22" West 2.00 feet; thence North 37° 49'  
49' 38" West 1.17 feet; thence North 52° 10' 22" West 9.42 feet; thence South 37°  
37° 49' 38" East 2.92 feet; thence South 52° 10' 22" East 1.17 feet; thence  
North 37° 49' 38" East 8.33 feet; thence North 52° 10' 22" West 8.25 feet;  
thence South 37° 49' 38" West 36.17 feet; thence South 52° 10' 22" East 6.25  
feet to the TRUE POINT OF BEGINNING.

Containing 582 square feet.

NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT  
FOR USE IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF  
THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

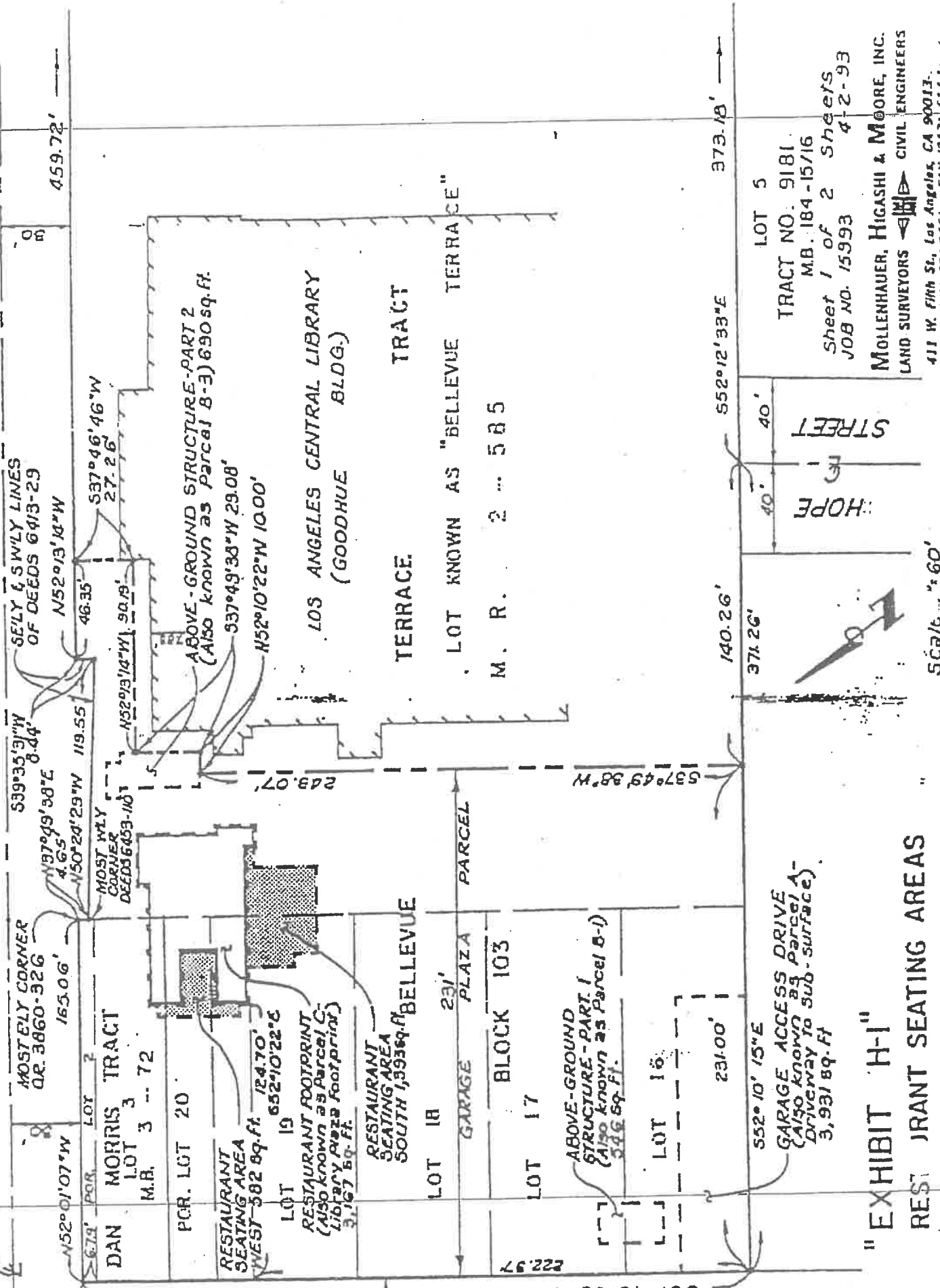
  
Robert L. Mollenhauer, PLS No. 2996



THIS DESCRIPTION  
PREPARED BY ZULHS  
CHECKED W. P. R. H.  
TYPED gp  
COMPARED M. L. R. L.

FIFTH STREET

STREET



"EXHIBIT H-1"  
 RESTAURANT SEATING AREAS

LOT 5  
 TRACT NO. 9181  
 M.B. 184-15/16  
 Sheet 1 of 2 Sheets  
 JOB NO. 15993 4-2-93

MOLLENHAUER, HIGASHI & MOORE, INC.  
 LAND SURVEYORS  
 CIVIL ENGINEERS  
 411 W. Fifth St., Los Angeles, CA 90013.  
 Phone (213) 624-2661 FAX (213) 614-1605

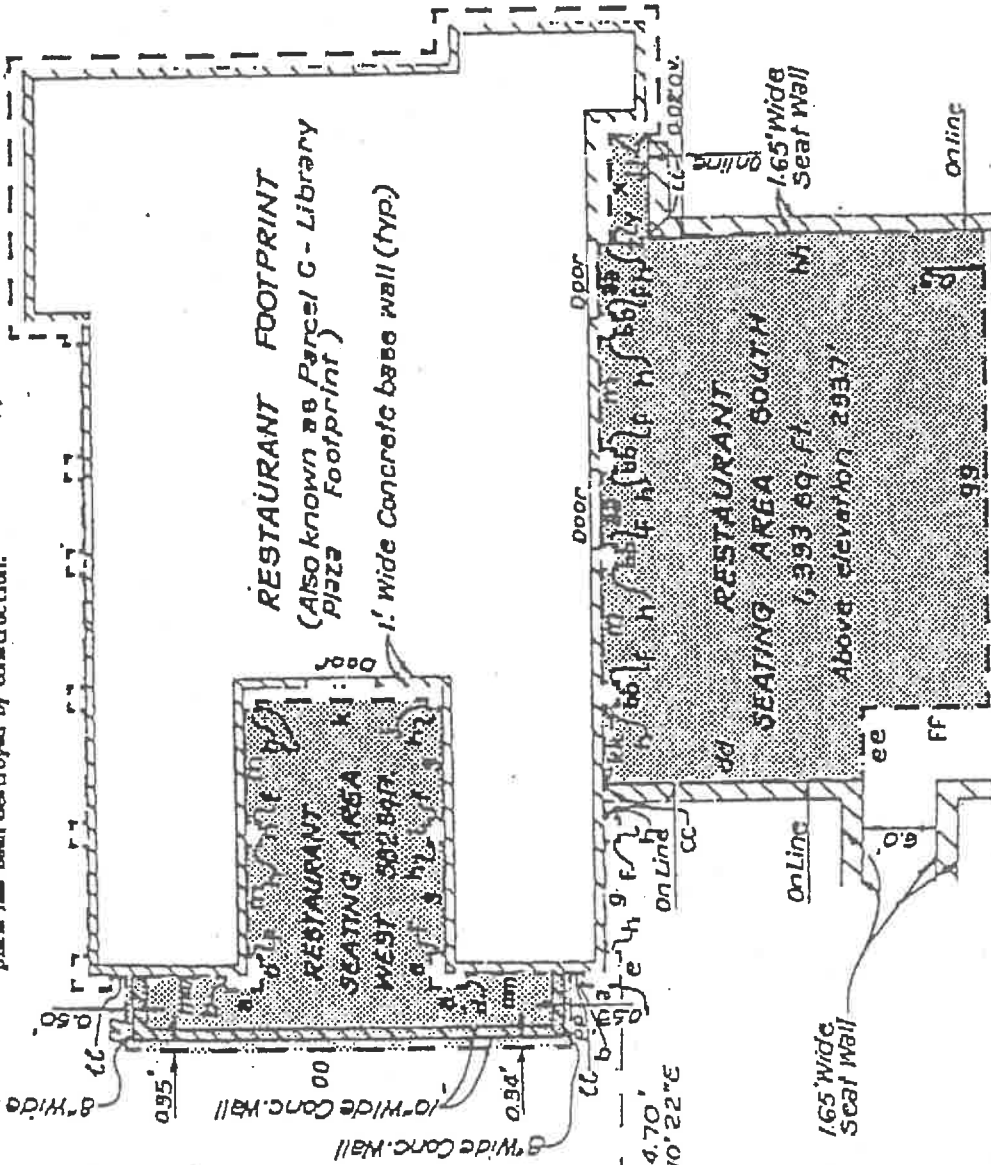


Scale 1/8" = 60'

R.M. No. 12-06150  
 Out spike in south curb 2nd St., 21.6 feet  
 West of Olive St., at west end catch basin.  
 Elevation = 274.268 feet (1978 Adjustment)

Note: R.M. No. 11-06690 used for garage  
 pillar has been destroyed by construction.

Note: Restaurant Seating Area West  
 Above elevation 293.3'



COURSES

- a. N37°49'30"E 2.92'
- b. S52°10'22"W 1.17'
- c. S52°10'22"W 1.17'
- d. S52°10'22"E 2.92'
- e. S37°49'38"W 1.17'
- f. S37°49'38"W 1.17'
- g. S52°10'22"E 2.92'
- h. N37°49'38"E 1.17'
- i. S52°10'22"E 2.00'
- j. S52°10'22"E 0.75'
- k. N37°49'38"E 13.67'
- l. N52°10'22"W 0.75'
- m. N52°10'22"W 9.42'
- n. N52°10'22"W 2.00'
- o. N52°10'22"W 2.92'
- p. N52°10'22"W 0.83'
- q. N37°49'38"W 0.17'
- r. N52°10'22"W 0.25'
- s. N52°10'22"W 0.75'

- bb. N52°10'22"W 2.00'
- cc. S52°10'22"E 2.84'
- dd. S37°49'38"W 2.12'
- ee. S52°10'22"E 6.00'
- ff. S37°49'38"W 10.15'
- gg. S52°10'22"E 40.00'
- hh. N37°49'38"E 27.16'
- ii. S52°10'22"E 8.50'

- jj. N37°49'30"E 3.09'
- kk. N52°10'22"W 6.58'
- ll. N37°49'38"E 1.17'
- mm. N37°49'38"E 8.33'
- nn. N52°10'22"W 0.25'
- oo. S37°49'38"W 36.17'
- pp. S52°10'22"E 6.25'

JOB NO. 15993

d-2-93

MOLLENHAUER, HIGASHI & MOORE, INC.  
 LAND SURVEYORS

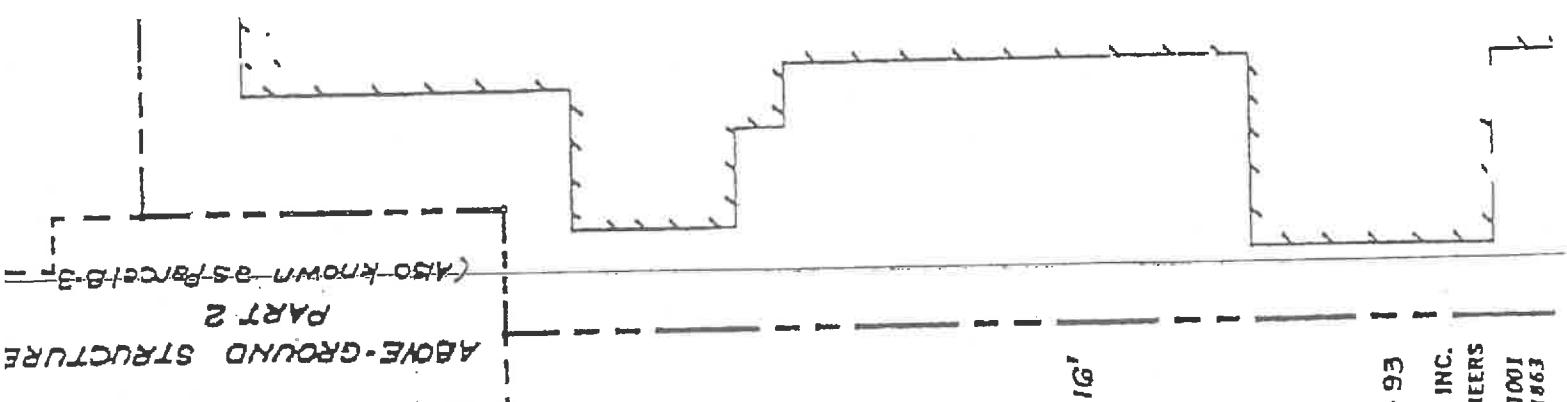


CIVIL ENGINEERS  
 411 W. Fifth St., Los Angeles, CA 90013-1001  
 Phone (213) 624-2661 FAX (213) 614-1863

Sheet 2 of 2.5'

"EXHIBIT H-2"

RESTAURANT SEATING AREAS



PART 2

ABOVE-GROUND STRUCTURE

(Also known as Parcel B-3)



Scale: 1" = 16'

**EXHIBIT I**  
**Central Library Parcel**

## EXHIBIT "I"

## CENTRAL LIBRARY PARCEL

## LEGAL DESCRIPTION

Prepared By: Mollenhauer, Higashi &amp; Moore, Inc.

Job: 13628

February 5, 1988

Lots 16, 17, 18, 19 and portion of Lot 20, Block 103, Bellevue Terrace Tract, in the City of Los Angeles, County of Los Angeles, State of California, as shown on map recorded in Book 2, Page 585 of Miscellaneous Records, in the office of the County Recorder of said County; Portion of that certain Lot known as "Bellevue Terrace", as shown on said map of the Bellevue Terrace Tract; and Lot 3 and portion of Lot 2, Dan Morris Tract, in said City, County and State, as shown on map recorded in Book 3, Page 72 of Maps, in said office of the County Recorder, described as a whole as follows:

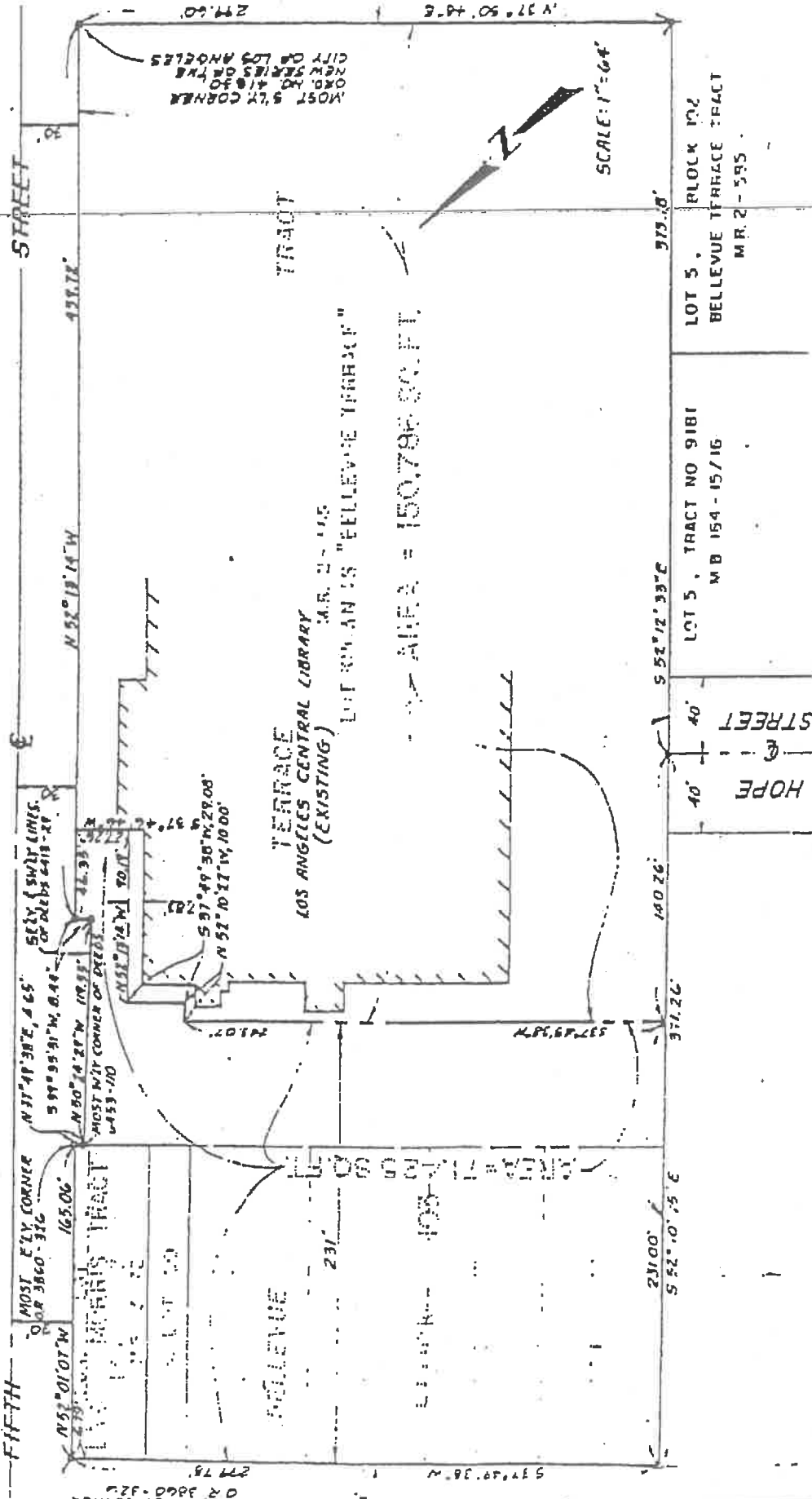
Beginning at the most northerly corner of the land described in the Final Decree had in the Superior Court of the State of California, in and for the County of Los Angeles, Case No. 118370, recorded March 17, 1925, as Instrument No. 1165, in Book 3880, Page 326 of Official Records of said County, said corner being a point on the southeasterly line of Flower Street, as shown on said map of the Dan Morris Tract, distant thereon 6.79 feet northeasterly from the most westerly corner of Lot 2 of said last mentioned Tract; thence along said Flower Street, South 37° 49' 38" West 299.78 feet to the most westerly corner of said Lot 16 in Block 103 of the Bellevue Terrace Tract; thence along the southwesterly line of said Lot 16 and its southeasterly prolongation, South 52° 10' 15" East 371.26 feet to the centerline of Hope Street, 80 feet wide, as shown on the map of Tract No. 9181, in said City, County and State, recorded in Book 184, Pages 15 and 16 of Maps, in said office of the County Recorder; thence along the northwesterly prolongation of the northeasterly line of Lot 3 of said last mentioned Tract, and along said northeasterly line and its southeasterly prolongation, South 52° 12' 33" East 373.18 feet to the most easterly corner of Lot 5 in Block 102 of said Bellevue Terrace Tract, said corner being a point on the northwesterly line of Grand Avenue, 80 feet wide; thence along said Grand Avenue, North 37° 50' 48" East 299.60 feet to the most southerly corner of the land described in Ordinance No. 41830, New Series, of the City of Los Angeles, passed by the Council of said City on May 3, 1921, on file in the office of the Clerk of said City, said most southerly corner being a point on a line that is parallel with and 60 feet southwesterly, measured along said Grand Avenue, from the southeasterly prolongation of the northeasterly line of said Dan Morris Tract; thence along said last mentioned parallel line, North 52° 13' 14" West 459.72 feet to a point on that certain course in the Deed to the City of Los Angeles, recorded December 16, 1916, in Book 6413, Page 29 of Deeds, in said office of the County Recorder, described in said Deed as having a bearing and distance of "South 39° 40' 43" West 60 feet"; thence along said last mentioned course South 39° 35' 31" West 8.44 feet to the southwesterly terminus thereof; thence along the southwesterly line of said Deed and its northwesterly prolongation, North 50° 24' 29" West 119.55 feet to the most westerly corner of the land described in the Quitclaim Deed to the City of Los Angeles, recorded March 17, 1917, in Book 6453, Page 110 of Deeds, in said office of

~~the County Recorder, said corner being a point in the southeasterly line of said Dan Morris Tract; thence along said last mentioned southeasterly line, North 37° 49' 38" East 4.65 feet to the most easterly corner of the land described in said above mentioned Final Decree had in Superior Court Case No. 118370, said most easterly corner being a point distant 6.55 feet northeasterly, measured along said last mentioned southeasterly line, from the most southerly corner of Lot 2 of said Dan Morris Tract; thence along the northeasterly line of the land in said Final Decree, North 52° 01' 07" West 165.06 feet to the point of beginning.~~

EXCEPT THEREFROM that portion of said land lying northwesterly of the following described line:

Beginning at a point in that certain course described above as having a bearing and distance of "North 52° 13' 14" West 459.72 feet", said point being distant along said course, South 52° 13' 14" East 48.35 feet from the northwesterly terminus thereof, said point being also on the northeasterly prolongation of a northwesterly face of a portion of the Central Library building of the City of Los Angeles, as shown on "Exhibit A" attached hereto and made a part hereof; thence along said northeasterly prolongation and along said northwesterly face, South 37° 48' 48" West 27.26 feet to a line that is parallel with and 7.83 feet northeasterly measured at right angles, from a northeasterly face of a portion of said Central Library building, as shown on said "Exhibit A"; thence along said parallel line, North 52° 13' 14" West 90.19 feet to a line that is parallel with and 241.00 feet southeasterly, measured at right angles, from said hereinbefore described southeasterly line of Flower Street; thence along said last mentioned parallel line, South 37° 49' 38" West 29.08 feet; thence North 52° 10' 22" West 10.00 feet to a line that is parallel with and 231.00 feet southeasterly, measured at right angles, from said southeasterly line of Flower Street; thence along said last mentioned parallel line, South 37° 49' 38" West 243.07 feet to a point in that certain course described above as having a bearing and distance of "South 52° 10' 15" East 371.26 feet".

Containing approximately 150,786 square feet.



MOST S.W. CORNER  
ORD. NO. 41830  
NEW SERIES OF THE  
CITY OF LOS ANGELES  
271.60

SCALE: 1"=64'

TERRACE TRACT  
LOS ANGELES CENTRAL LIBRARY  
(EXISTING)  
LET 800 AN IS "BELLEVUE TERRACE"  
AREA = 150,796 SQ. FT.

LOT 5, BLOCK 102  
BELLEVUE TERRACE TRACT  
M.R. 2 - 595

LOT 5, TRACT NO 9181  
M.B. 154 - 15/16

HOPE STREET  
40'

FIFTH STREET

FIFTH STREET

"EXHIBIT I"

JOB NO. 19620  
FEBRUARY 5, 1968  
MOLLENAUER, HIGASHI & MOORE  
LAND SURVEYORS - CIVIL ENGR  
411 W. Fifth Street, Los Angeles, California  
Phone (213) 624-2861

**EXHIBIT J**

**Vicinity Landscaping Area**

CLUB

No Scale

HOPE STREET

50 SO. HOPE STREET

EXHIBIT J

VICINITY LANDSCAPING AREA

CHECKERS HOTEL

JOB No. 15993

MOLLENHAUER, HIGASHI & M  
LAND SURVEYORS  
CIVIL

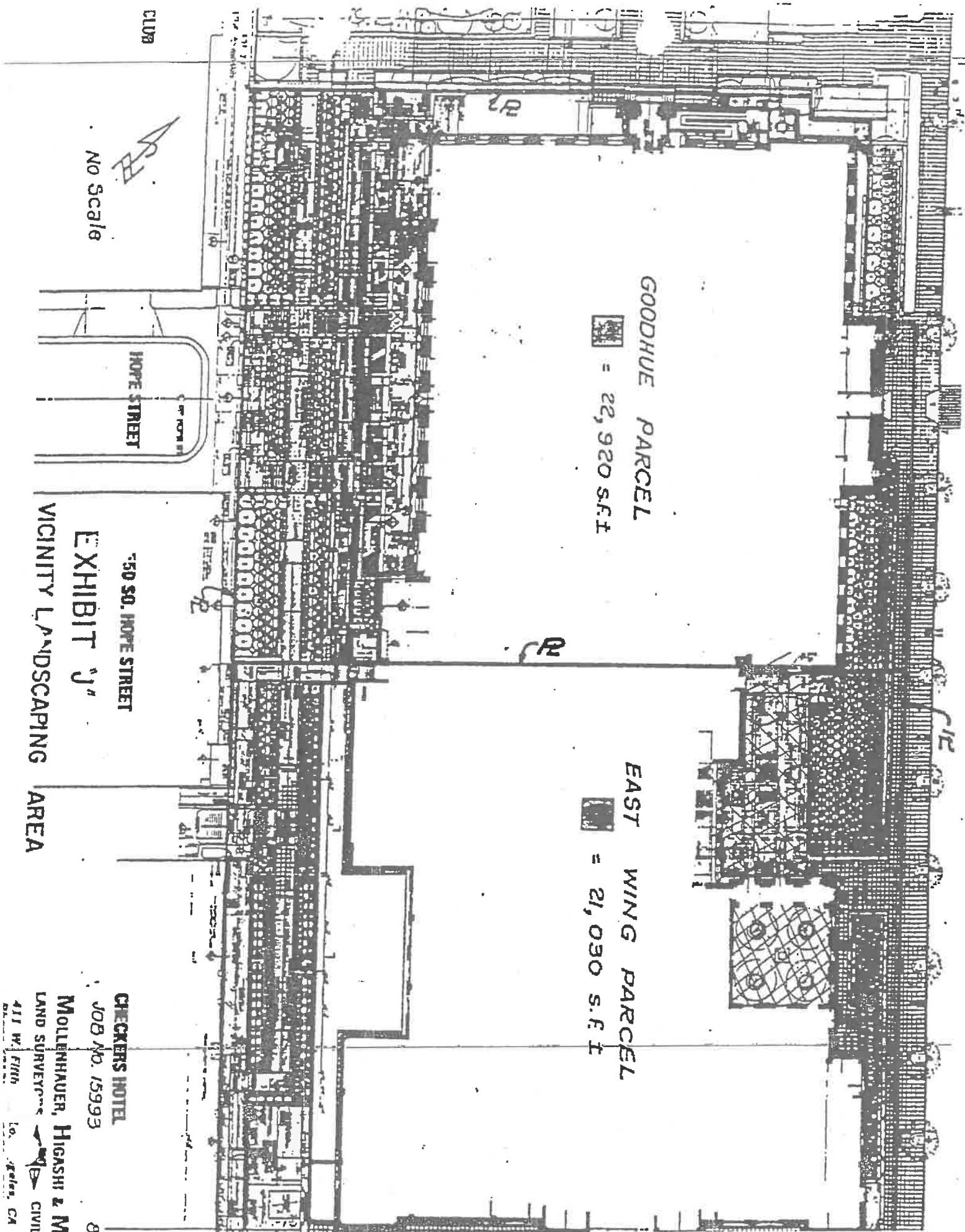
411 W. Fifth St. Los Angeles, CA 5

GOODHUE PARCEL

[Symbol] = 22,920 S.F.T

EAST WING PARCEL

[Symbol] = 21,030 S.F.T



**EXHIBIT K (previously Exhibit A)**

**Garage Plaza Parcel**

## MOLLENHAUER, HIGASHI &amp; MOORE, INC.

LAND SURVEYORS



CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661 Fax (213) 614-1663

EXHIBIT A

GARAGE PLAZA PARCEL

April 2, 1993

1 Lots 16, 17, 18, 19 and portion of Lot 20, Block 103, Bellevue Terrace Tract,  
 2 in the City of Los Angeles, County of Los Angeles, State of California, as  
 3 shown on map recorded in Book 2, Page 585 of Miscellaneous Records, in the  
 4 office of the County Recorder of said County; Portion of that certain Lot  
 5 known as "Bellevue Terrace", as shown on said map of the Bellevue Terrace  
 6 Tract; and Lot 3 and portion of Lot 2, Dan Morris Tract, in said City, County  
 7 and State, as shown on map recorded in Book 3, Page 72 of Maps, in said office  
 8 of the County Recorder, described as a whole as follows:

9 Beginning at the most northerly corner of the land described in the Final  
 10 Decree had in the Superior Court of the State of California, in and for the  
 11 County of Los Angeles, Case No. 118370, recorded March 17, 1925, as  
 12 Instrument No. 1165, in Book 3860, Page 326 of Official Records of said  
 13 County, said corner being a point on the southeasterly line of Flower  
 14 Street, as shown on said map of the Dan Morris Tract, distant thereon 6.79  
 15 feet northeasterly from the most westerly corner of Lot 2 of said last  
 16 mentioned Tract; thence along said Flower Street, South 37° 49' 38" West  
 17 299.78 feet to the most westerly corner of Lot 16 in Block 103 of the Bellevue  
 18 Terrace Tract; thence along the southwesterly line of said Lot 16 and its  
 19 southeasterly prolongation, South 52° 10' 15" East 371.26 feet to the  
 20 centerline of Hope Street, 80 feet wide, as shown on the map of Tract No.  
 21 9181, in said City, County and State, recorded in Book 184, Pages 15 and 16 of  
 22 Maps, in said office of the County Recorder; thence along the northwesterly  
 23 prolongation of the northeasterly line of Lot 5 of said last mentioned Tract,  
 and along said northeasterly line and its southeasterly prolongation, South  
 52° 12' 33" East 373.18 feet to the most easterly corner of Lot 5 in Block 102  
 of said Bellevue Terrace Tract, said corner being a point on the northwesterly  
 line of Grand Avenue, 80 feet wide; thence along said Grand Avenue, North 37°  
 50' 48" East 299.60 feet to the most southerly corner of the land described in  
 Ordinance No. 41830, New Series, of the City of Los Angeles, passed by the  
 Council of said City on May 3, 1921, on file in the office of the Clerk of  
 said City, said most southerly corner being a point on a line that is parallel  
 with and 60 feet southwesterly, measured along said Grand Avenue, from the  
 southeasterly prolongation of the northeasterly line of said Dan Morris Tract;  
 thence along said last mentioned parallel line, North 52° 13' 14" West 459.72  
 feet to a point on that certain course in the Deed to the City of Los Angeles,  
 recorded December 16, 1916, in Book 6413, Page 29 of Deeds, in said office of  
 the County Recorder, described in said Deed as having a bearing and distance  
 of "South 39° 40' 43" West 60 feet"; thence along said last mentioned course  
 South 39° 35' 31" West 8.44 feet to the southwesterly terminus thereof; thence  
 along the southwesterly line of said Deed and its northwesterly prolongation,  
 North 50° 24' 29" West 119.55 feet to the most westerly corner of the land  
 described in the Quitclaim Deed to the City of Los Angeles, recorded March 17,  
 1917, in Book 6453, Page 110 of Deeds, in said office of the County Recorder,  
 said corner being a point in the southeasterly line of said Dan Morris Tract;  
 thence along said last mentioned southeasterly line, North 37° 49' 38"

MOLLENHAUER, HIGASHI & MOORE, INC.

LAND SURVEYORS  CIVIL ENGINEERS

411 West Fifth Street, Los Angeles, California 90013

Phone (213) 624-2661 Fax (213) 614-1863

April 2, 1993

1 EXHIBIT A - GARAGE PLAZA PARCEL (CONTINUED)

2 East 4.65 feet to the most easterly corner of the land described in said above  
3 mentioned Final Decree had in Superior Court Case No. 118370, said most  
4 easterly

5 corner being a point distant 6.55 feet northeasterly, measured along said last  
6 mentioned southeasterly line, from the most southerly corner of Lot 2 of said  
7 Dan Morris Tract; thence along the northeasterly line of the land in said  
8 Final Decree, North 52° 01' 07" West 165.06 feet to the point of beginning.

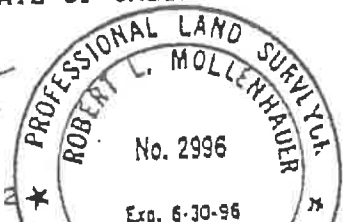
9 EXCEPT THEREFROM that portion of said land lying southeasterly of the  
10 following described line:

11 Beginning at a point in that certain course described above as having a  
12 bearing and distance of "North 52° 13' 14" West 459.72 feet", said point  
13 being distant along said course, South 52° 13' 14" East 48.35 feet from the  
14 northwesterly terminus thereof, said point being also on the northeasterly  
15 prolongation of a northwesterly face of a portion of the Central Library  
16 building of the City of Los Angeles, as shown on "Exhibit A-1" attached  
17 hereto and made a part hereof; thence along said northeasterly prolongation  
18 and along said northwesterly face, South 37° 46' 46" West 27.26 feet to a  
19 line that is parallel with and distant 7.83 feet northeasterly, measured at  
20 right angles, from a northeasterly face of a portion of said Central  
21 Library building, as shown on said "Exhibit A-1"; thence along said parallel  
22 line, North 52° 13' 14" West 90.19 feet to a line that is parallel with and  
23 distant 241.00 feet southeasterly, measured at right angles, from said  
hereinbefore described southeasterly line of Flower Street; thence along  
said last mentioned parallel line, South 37° 49' 38" West 29.08 feet;  
thence North 52° 10' 22" West 10.00 feet to a line that is parallel with  
and distant 231.00 feet southeasterly, measured at right angles, from said  
southeasterly line of Flower Street; thence along said last mentioned  
parallel line, South 37° 49' 38" West 243.07 feet to a point in that  
certain course described above as having a bearing and distance of "South  
52° 10' 15" East 371.26 feet".

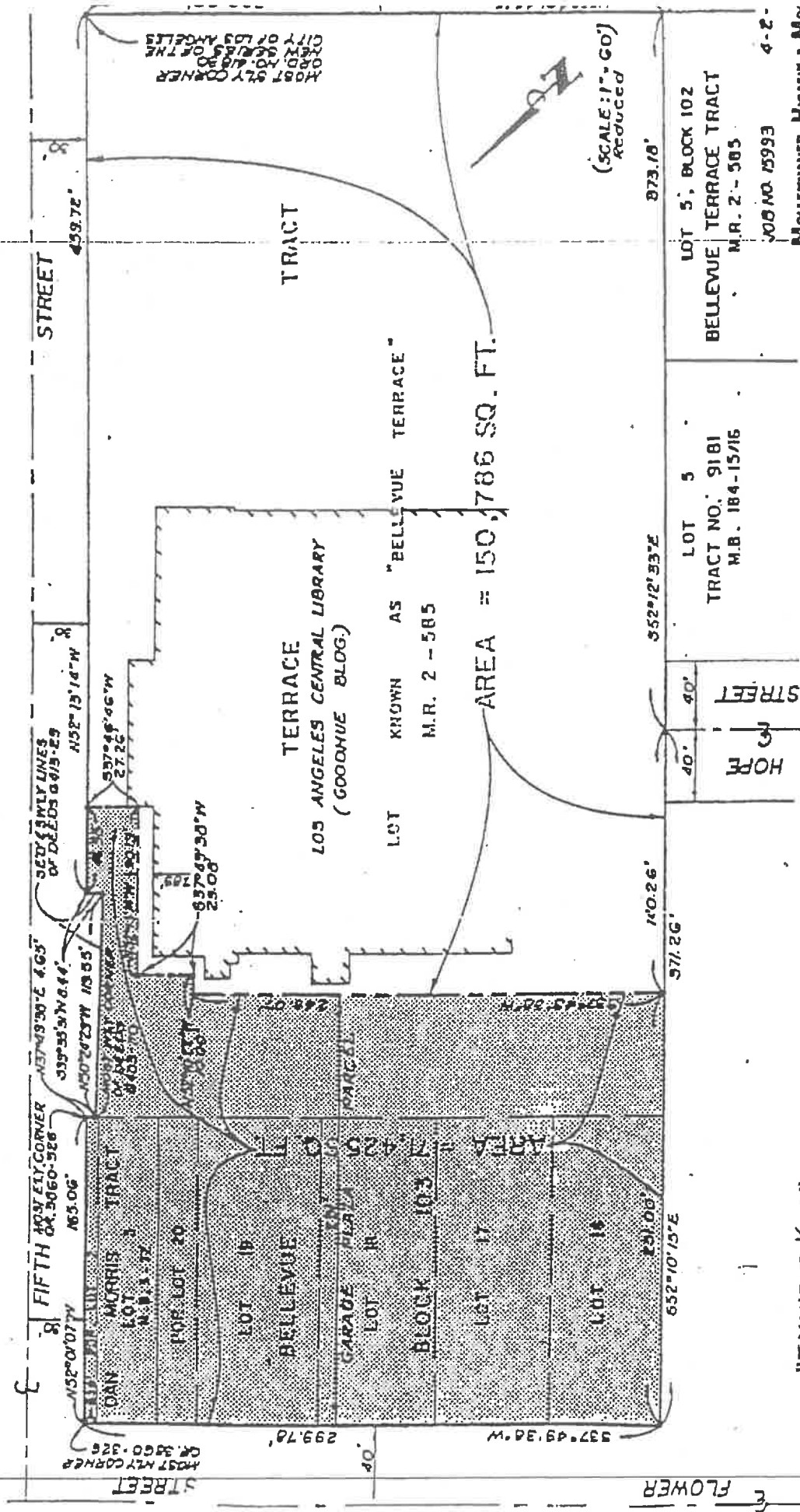
Containing 71,425 square feet.

NOTE: THIS DESCRIPTION WAS PREPARED AS A CONVENIENCE ONLY AND IS NOT FOR USE  
IN THE DIVISION AND/OR CONVEYANCE OF LAND IN VIOLATION OF THE  
SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

  
Robert L. Mollenhauer, PLS No. 2996



THIS DESCRIPTION  
PREPARED BY: PLS  
CHECKED: ME/LLM  
TYPED: AP  
COMPILED: ME/LLG



"EXHIBIT K-1"  
 GARAGE PLAZA PARCEL  
 MOLENAUER, HUGHES & MO  
 LAND SURVEYORS - CIVIL  
 411 W. 7TH ST. Los Angeles, CA 90  
 Phone (213) 621-3661 FAX (213)

LOT 5  
 TRACT NO. 9181  
 M.B. 184-15/16  
 BELLEVUE TERRACE TRACT  
 M.R. 2 - 585  
 JOB NO. 15993  
 4-2-