

ATTACHMENT A

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the "Agreement") is made and entered into as of June 5, 2013 by and between Los Angeles County Metropolitan Transportation Authority ("**LACMTA**"), a public entity of the State of California and the Faithful Central Bible Church, a California corporation ("**FCBC**"), upon and in consideration of the agreements, covenant, terms, and conditions below. LACMTA and FCBC may be individually referred to herein as a "**Party**" or collectively as the "**Parties**".

A. LACMTA plans to construct and operate the Crenshaw/LAX Transit Corridor Project (the "**Project**"). The Project is an 8.5 mile fixed guideway light rail line that will start at the Metro Green Line near the existing Aviation/LAX station and terminate on Crenshaw Boulevard at the Metro Exposition Light Rail Line. The Project will be constructed and operated on a portion of the Burlington Northern Santa Fe Railway ("**BNSF**") Harbor Branch upon which BNSF has ceased operation and which is currently owned by LACMTA (the "**ROW**").

B. FCBC is the owner of those certain parcels of real property that are depicted on Exhibit A, attached hereto and incorporated herein by this reference (such parcels are collectively referred to as the "**FCBC Property**" or individually as an "**FCBC Parcel**").

C. The ROW tracks currently cross at grade on Eucalyptus Avenue and run between and adjacent to the two FCBC Parcels. The Project includes a two-track, at-grade crossing across Eucalyptus Avenue, in the City of Inglewood, California (the "**Eucalyptus Crossing**").

D. On July 9, 2012, FCBC electronically filed a complaint, Case No. ("C.") 12-07-008, with the California Public Utilities Commission ("CPUC") regarding the Project's crossing at Eucalyptus Avenue. In addition, on December 21, 2012, FCBC filed with the CPUC a protest to LACMTA's Application ("A.")12-11-018 regarding the Eucalyptus Avenue crossing, and a nearby grade separated pedestrian crossing (the "**Protest**").

E. LACMTA included the proposal for a grade separated pedestrian crossing in its A.12-11-018 as a response to the concerns about the safety of pedestrians crossing the Eucalyptus Avenue crossing that were raised by FCBC in C.12-07-008 and also in response to the suggestion of Administrative Law Judge Colbert, at a prehearing conference held October 1, 2012, in C.12-07-008 that consideration be given to planning for a below-grade pedestrian crossing in that vicinity. In the context of the Parties' ongoing discussion of the terms on which such a grade separated pedestrian crossing might be constructed, operated, and maintained, FCBC and LACMTA, by their Joint Brief filed October 26, 2012, asked the CPUC to hold C.12-07-008 in abeyance pending the CPUC's review and consideration of LACMTA's A.12-11-018.

F. In order to settle C.12-07-008 and the Protest, FCBC is willing to accept and LACMTA is willing to construct a private midblock pedestrian below grade crossing under the Project rail tracks (the "**Pedestrian Undercrossing**") on the terms and conditions set forth in that certain Private Below Grade Crossing and Easement Agreement attached hereto as Appendix A (the "**Easement Agreement**"). The Pedestrian Undercrossing will have a set of stairs (the "**Stairs**") and access ramps ("**Access Ramps**"), which shall be located on both the north and south side of the ROW on the FCBC Property, also as depicted on Exhibit A attached hereto. In addition, FCBC is willing to accept and LACMTA is willing to construct a new driveway for the parking lot adjacent to FCBC's Tabernacle (the "**Driveway**") on Oak Street west of Eucalyptus Avenue, as set forth in the Easement Agreement.

G. FCBC is willing to withdraw its complaint and protest before the CPUC, and the Parties desire and intend to settle and resolve any and all claims and disputes existing between them as to the Eucalyptus Crossing by and through the agreement of LACMTA to construct the Pedestrian Undercrossing and the improvements for the Eucalyptus Crossing

Pursuant to the above-stated intent and in consideration of the mutual promises contained herein, the Parties agree as follows:

AGREEMENT:

1. Concurrent with the execution of this Agreement, LACMTA and FCBC shall deliver to the other party an original executed and notarized Easement Agreement. LACMTA shall record the fully executed Easement Agreement in the Office of the County Recorder. Further, FCBC understands and agrees that LACMTA's obligation to construct the Pedestrian Undercrossing, the Stairs and Access Ramps and the Driveway are conditioned upon and subject to the LACMTA Board authorizing the award of a construction contract to a qualified contractor to design and build the Project.

2. Effective upon delivery of the executed Easement Agreement, FCBC agrees to (i) discontinue any opposition to LACMTA's A.12-11-018 as it relates to the Pedestrian Undercrossing that is the subject of the Easement Agreement as well as the at-grade crossing proposed at Eucalyptus Avenue; and (ii) not actively pursue C.12-07-008 pending a Commission decision in A.12-11-018.

3. Effective upon delivery of the executed Easement Agreement, FCBC, on behalf of itself and its assigns, subsidiaries, successors and any director, officer, employee, or other representative of FCBC acting in his or her official FCBC capacity hereby releases and discharges LACMTA and its subsidiaries and each of its directors, officers, agents, employees, attorneys, successor and assigns and any other person, firm corporation or governmental agency previously or hereafter affiliated in any manner with LACMTA from any and all claims, debts, liabilities, causes of action, known or unknown, which any such releasing party now owns or holds or has at any time owned or held, against any of the released parties relating to or arising from the Eucalyptus Crossing; provided, however, the above release does not include: (i) bodily injury or property damage caused by the negligence or intentional misconduct of LACMTA, its employees, contractors or agents in the course of operation, use, construction, repair, maintenance, reconstruction or replacement work related to the Eucalyptus Crossing, and (ii) claims, debts, liabilities, causes of action or other matters relating to any acquisition of real property from FCBC required by LACMTA for the Project; and (iii) claims, liabilities, or causes of action arising from failure of LACMTA to operate the Project in the immediate vicinity of the Eucalyptus Crossing in accordance with the design, plans, and levels of environmental impacts evaluated or otherwise set forth in the Final Environmental Impact Statement/Final Environmental Impact Report ("FEIS/FEIR") for the Project and related studies including, without limitation, studies estimating noise and vibration impacts arising from planned operation of the Eucalyptus Crossing. Nothing herein is intended to create or constitute a waiver or extension of the applicable statute of limitations under NEPA or CEQA.

It is the intention of FCBC in executing this Agreement that the same shall be effective as a bar to each and every claim, debt, liability and cause of action hereinabove specified. In furtherance of this intent, FCBC waives and relinquishes all rights and benefits under California Civil Code section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

FCBC's Initials: _____



The provisions of this paragraph shall survive the termination of this Agreement.

4. The Parties agree to support this Agreement and the Easement Agreement in their entirety and without modification before the Commission and to cooperate in support of Commission approval of the Eucalyptus Avenue at-grade crossing and the Pedestrian Undercrossing as proposed in A.12-11-018. FCBC further agrees that upon Commission adoption of a final decision (no longer subject to judicial review) approving a pedestrian undercrossing substantially as proposed in A.12-11-018 but that does not resolve C.12-07-008, FCBC will promptly file a motion for dismissal of C.12-07-008. In the event that the Commission adopts a decision disapproving the Pedestrian Undercrossing as proposed in A.12-11-018 and not approving a substantially similar pedestrian undercrossing, the Parties shall be released from their obligations under this Agreement and the Easement Agreement.

5. Each party understands and agrees that this Agreement shall not constitute or be construed to be an admission or any liability whatsoever by any of the parties hereto, but to the contrary, represents a compromise of claims, which are expressly contested, disputed and denied.

6. This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California. The terms of this Agreement shall be construed at all times so as to be consistent with applicable law. In the event any term of this Agreement is declared invalid for any reason by a court of competent jurisdiction, the remaining provisions shall remain enforceable as written unless any of the stated purposes of this Agreement would be defeated.

7. Each of the parties hereto acknowledges that it has been represented by independent legal counsel of its own choice through all the negotiations which preceded the execution of this Agreement and the Easement Agreement and that said Agreements have been executed with the consent and on the advice of such independent legal counsel. Each of the parties further acknowledges that said party and its attorney's have had adequate opportunity to make whatever investigation or inquiry they may deem necessary or desirable in connection with the subject matter of this Agreement prior to the execution thereof and the delivery and acceptance of the considerations specified herein.

8. This Agreement and the Easement Agreement are the sole, entire and complete agreement of the parties relating in any way to the subject matter hereof and all prior or contemporaneous negotiations or understandings have been and are merged and integrated into and are superseded by this Agreement and the Easement Agreement.

9. This Agreement is binding upon and shall inure to the benefit of the parties hereto and to their respective insurers, heirs, administrators, successors and assigns.

10. This Agreement may be executed in one or more separate counterparts. When counterparts have been executed and delivered by all of the parties hereto, this Agreement shall become effective and the counterparts shall together constitute one document.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: Arthur T. Leahy
Name: Arthur T. Leahy
Title: Chief Executive Officer

Approved as to Form:

JOHN F. KRATTLI
County Counsel

By: [Signature]

FAITHFUL CENTRAL BIBLE CHURCH, a California corporation

By: Mara T. Little
Name: Mara T. Little
Title: Chief Operating Officer

RECORDING REQUESTED BY:

APPENDIX A

WHEN RECORDED MAIL TO:

Faithful Central Bible Church
333 West Florence Avenue
Inglewood, CA 90301
Attn: Marc T. Little, Esq.

DOCUMENTARY TRANSFER TAX: None pursuant Rev & Tax. Code
Section 11921 et seq.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RECORDING FEES: None as conveyance and agreement is with
governmental entity

PRIVATE BELOW GRADE CROSSING AND EASEMENT AGREEMENT

THIS PRIVATE BELOW GRADE CROSSING AND EASEMENT AGREEMENT ("**Agreement**"), is made as of _____, 2013, by and between Los Angeles County Metropolitan Transportation Authority ("**LACMTA**"), a public entity of the State of California and the Faithful Central Bible Church, a California corporation ("**FCBC**"), upon and in consideration of the agreements, covenant, terms, and conditions below. LACMTA and FCBC may be individually referred to herein as a "**Party**" or collectively as the "**Parties**".

RECITALS

A. LACMTA plans to construct and operate the Crenshaw/LAX Transit Corridor Project (the "**Project**"). The Project is a light rail line that will start at the Metro Green Line near the existing Aviation/LAX station and terminate on Crenshaw Boulevard at the Metro Exposition Light Rail Line. The Project will be constructed and operated on a portion of the Burlington Northern Santa Fe Railway ("**BNSF**") Harbor Branch upon which BNSF has ceased operation and which is currently owned by the LACMTA (the "**ROW**").

B. FCBC is the owner of those certain parcels of real property which are depicted on Exhibit A attached hereto and incorporated herein by this reference (such parcels are collectively referred to as the "**FCBC Property**" or individually as an "**FCBC Parcel**"). A portion of the FCBC Property is needed for easement rights for Stairs and Access Ramps, as defined below, which is depicted on and is more particularly

described in Exhibit B attached hereto and incorporated herein by this reference (the "**Stairs and Ramps Site**").

C. The ROW tracks currently cross at grade on Eucalyptus Avenue and run between and adjacent to the two FCBC Parcels. In order to provide an additional crossing for FCBC and its directors, officers, employees, agents, contractors, patrons, invitees and successors and assigns ("**FCBC Parties**") going between the FCBC facilities located on the FCBC Parcel on the north side of the ROW and the FCBC facilities located on the FCBC Parcel on the south side of the ROW, including FCBC's current parking lot and parking structure, for FCBC events, LACMTA is willing to construct a private midblock pedestrian below grade crossing under the Project rail tracks (the "**Pedestrian Undercrossing**") on the terms and conditions set forth herein. The Pedestrian Undercrossing will be located approximately 400 feet west of Eucalyptus Avenue on that certain real property owned by LACMTA (the "**Undercrossing Site**") in the City of Inglewood as depicted on Exhibit A and more particularly described on Exhibit "C" attached hereto and incorporated herein by this reference, which is also approximately at Mile Post 3.22 in the City of Inglewood along the Crenshaw/LAX Transit Corridor Main Line tracks. The Pedestrian Undercrossing will have a set of stairs (the "**Stairs**") and access ramps ("**Access Ramps**"), which shall be located on both the north and south side of the ROW on the FCBC Property, also as depicted on Exhibit A attached hereto.

D. LACMTA will construct the Pedestrian Undercrossing, the Stairs and Access Ramps, or cause the construction of the Pedestrian Undercrossing, the Stairs and Access Ramps by its contractor, all as set forth herein in compliance with all applicable laws, rules and regulations, including, without limitation, compliance with the American with Disabilities Act, and in a lien free condition.

E. As provided more fully herein, the Parties intend that LACMTA will own the Pedestrian Undercrossing; FCBC will own the Stairs and Access Ramps; LACMTA will be responsible for the structural integrity of the Pedestrian Undercrossing, Stairs and Access Ramps; and FCBC will be responsible for the general day-to-day operation, cleaning and maintenance of the Pedestrian Undercrossing, Stairs and Access Ramps.

F. In addition to the Pedestrian Undercrossing and the Stairs and Access Ramps, LACMTA shall construct a new driveway for the parking lot adjacent to FCBC's Tabernacle ("**Tabernacle Parking Lot**") located off N. Oak Street near N. Eucalyptus Avenue on the north FCBC Parcel as indicated in the schematic plan attached as Exhibit D (the "**Driveway**") as set forth herein.

G. The Parties wish to document the easement rights granted by FCBC in favor of LACMTA, the easement rights granted by LACMTA to FCBC, and the Parties'

roles and responsibilities regarding the Pedestrian Undercrossing, the Stairs and Access Ramps and the Driveway on the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, it is agreed by the Parties as follows:

1. LACMTA shall construct the Pedestrian Undercrossing, the Stairs and Access Ramps with the following elements, each with the final design to be reviewed by FCBC:

- a. The Pedestrian Undercrossing will be approximately 9 feet high, 12 feet wide and 50 feet long with ADA compliant access ramps.
- b. The interior wall surface of the Pedestrian Undercrossing will be finished with ceramic tiles, as approved by FCBC, up to 6 feet high with the remainder of the wall, the floor and ceiling finished in concrete and treated with anti-graffiti coatings.
- c. LACMTA shall install (i) adequate lighting as required by applicable codes to light the Pedestrian Underpass, Stairs and Access Ramps and (ii) one (1) surveillance camera at each end of the Pedestrian Undercrossing with sufficient communication and electrical cabling to enable connection to FCBC's existing security system.
- d. The Access Ramps will have a landing for every 30" vertical drop and the slope of the Access Ramp will be 1:12. LACMTA shall also provide landscaping, as approved by FCBC, and appropriate lighting around the Stairs and Access Ramps as space permits.
- e. LACMTA shall install lockable gates in a design reviewed by FCBC at each of the Pedestrian Undercrossing entrances (the "**Access Gates**"). The Access Gates will be wrought iron, painted black and 8 feet high.
- f. LACMTA shall provide a steel picket fence in the area along the south side of the right-of-way as indicated on Exhibit A.
- g. LACMTA will construct the Pedestrian Undercrossing, the Stairs and Access Ramps, or cause the construction of the Pedestrian Undercrossing, the Stairs and Access Ramps by its contractor, in compliance with all applicable laws, rules and regulations, including,

without limitation, compliance with the American with Disabilities Act, and in a lien free condition.

- h. Notwithstanding anything stated herein to the contrary, the Pedestrian Undercrossing, the Stairs and Access Ramps will be constructed pursuant to plans and specifications to be developed by LACMTA ("**Construction Plans**"), which Construction Plans shall be consistent with the above elements and the drawing attached as Exhibit E (the "**Schematic Plan**"). LACMTA shall provide the Construction Plans to FCBC for review and comment. FCBC shall provide any comments within ten (10) business days from receipt of the Construction Plans. FCBC shall not unreasonably withhold its approval of landscaping, the ceramic tiles, lighting and other aspects of the Pedestrian Undercrossing, Stairs and Access Ramps design for which FCBC has approval authority pursuant to this Agreement.

2. LACMTA shall construct the Driveway in a manner consistent with Exhibit D with the following elements, each with the final design to be reviewed and approved by FCBC:

- a. LACMTA will construct the Driveway within the existing landscaped area and will not provide any replacement landscaping.
- b. LACMTA will also construct a small retaining wall within the existing landscaped area.
- c. LACMTA will install a manual sliding gate for the Driveway similar to the existing gate on the existing driveway to the Tabernacle Parking Lot.
- d. LACMTA intends to cut the Driveway and join it into the existing pavement at the edge of the Tabernacle Parking Lot with a neat join line. LACMTA shall use reasonable efforts not to impact the existing surface pavement of the Tabernacle Parking Lot where it meets the Driveway. As the Driveway will be located on existing landscaping, it is not expected to impact the surface of the existing Tabernacle Parking Lot, other than by re-striping some of the existing parking spaces that may be affected by the Driveway.
- e. FCBC shall be required to cooperate with LACMTA to make sure LACMTA has sufficient construction area to construct the Driveway without interruption or disturbance from the FCBC patrons, employees, contractors and agents.

3. FCBC hereby grants an easement to LACMTA to enter upon and use the Stairs and Ramps Site and the Driveway, including, without limitation, the Stairs and Access Ramps once constructed as provided herein, subject to the terms and conditions set forth in this paragraph 3:

- a. This easement ("**LACMTA Easement**") is provided to LACMTA, its contractors, employees, and agents (collectively "**LACMTA Contractors**") for the (i) temporary purpose of constructing the Pedestrian Undercrossing, the Stairs and Access Ramps and the Driveway; and (ii) the purpose of maintaining the structural integrity of the Pedestrian Undercrossing, the Stairs and Access Ramps as set forth herein, which rights include, without limitation, rights to inspect, repair and restore the Pedestrian Undercrossing, the Stairs and Access Ramps. The LACMTA Easement includes the rights to cross the FCBC Property to access the Stairs and Ramps Site and the Driveway in such a manner that will not unreasonably interfere with FCBC's use of the FCBC Property.
- b. The LACMTA Easement and permission for LACMTA to enter the FCBC Property is granted concurrent with the term of this Agreement; provided, however, that prior to the start of the construction of the Pedestrian Undercrossing, the Stairs and Access Ramps prior to the start of the construction of the Driveway and prior to the date of any inspection of the Pedestrian Undercrossing (except in the case of an emergency to prevent or address any injury or imminent loss or damage to property), LACMTA shall provide reasonable notice of its intent to enter upon the FCBC Property. Construction and related activities shall be done in such a manner to minimize disruption of FCBC activities on the FCBC Property and under no circumstances shall physical construction activities be conducted during any Sunday morning worship activities. To the extent FCBC has activities on days or hours other than Sunday morning, the parties will cooperate with each other to minimize disruption of such activities; provided, however, nothing in this section will require LACMTA to stop or delay construction due to such FCBC activities.
- c. FCBC provides the LACMTA Easement as an accommodation to LACMTA and there shall be no charge for this right.
- d. FCBC understands that the existing improvements on the FCBC Property, including certain parking spaces, trees and fencing, will be in the way when LACMTA constructs the Pedestrian Undercrossing, the Stairs and Access Ramps and the Driveway. FCBC authorizes LACMTA to remove, at LACMTA's sole cost and expense, such parking spaces, trees and other landscaping and will not require that LACMTA restore those parking spaces, trees and other landscaping. LACMTA shall not be required to compensate FCBC for any lost parking spaces, trees or landscaping. In connection with the construction of the Pedestrian Underpass and Stairs and Access Ramps, LACMTA will repair and restore the fencing on the north side of the ROW to the condition that existed prior to such construction to the extent such fencing is affected by the LACMTA's

construction activities. LACMTA shall provide replacement buffer landscaping along the Access Ramps as generally shown on the Schematic Plan. The specifications of such landscaping shall be specified in the Construction Plans and shall be subject to FCBC's approval.

- e. FCBC will coordinate with the Red Cross to ensure the Red Cross bin located on the FCBC Property is relocated in sufficient time so as not to interfere with LACMTA's contractor's access to the FCBC Property. FCBC understands that LACMTA cannot begin work on the Pedestrian Undercrossing until after the Red Cross bin has been relocated.
- f. LACMTA shall provide a pre-construction survey to FCBC to document the existing site conditions before construction of the Pedestrian Undercrossing and the condition of the existing FCBC facilities. Such survey shall be performed not earlier than 90 days prior to the commencement of construction of the Pedestrian Undercrossing, Stairs and Access Ramps and Driveway.
- g. FCBC may by written notice to LACMTA suspend the LACMTA Easement if LACMTA fails to perform any material covenant contained in this Agreement; provided, however, prior to sending a suspension notice, FCBC must have provided LACMTA with written notification of LACMTA's failure to perform and allow at least fifteen (15) days for LACMTA to cure such default. If LACMTA fails to cure the default by the fifteenth day, FCBC may send a suspension notice. Upon receipt of a suspension notice, LACMTA shall immediately discontinue use of the FCBC Property and promptly cure any failure to perform as specified by FCBC. Suspension of the LACMTA Easement shall be effective as of the date LACMTA receives the suspension notice. The suspension of the LACMTA Easement shall in no way prejudice any of the other rights and remedies available to FCBC under this Agreement, at law or in equity. LACMTA may resume use of the FCBC Property upon FCBC's written direction after the default has been cured.

4. LACMTA hereby grants an easement to FCBC to enter upon and use the Pedestrian Undercrossing and the Undercrossing Site subject to the terms and conditions set forth in this paragraph 4:

- a. This easement (the "**FCBC Easement**") is provided to FCBC and the FCBC Parties for the purpose of (i) allowing FCBC and the FCBC Parties to go between the FCBC facilities on the north side of the ROW and the FCBC facilities, including the parking lot and FCBC parking structure, on the south side of the ROW, for FCBC events; and (ii) allowing the FCBC

employees, agents and contractors to use, maintain and repair the Pedestrian Undercrossing as set forth in this Agreement. This easement right does not include the right to cross on top of or above or enter onto the railroad track running over the Pedestrian Undercrossing.

- b. The FCBC Easement and permission for FCBC to enter the Pedestrian Undercrossing shall commence upon LACMTA's final acceptance of the Pedestrian Undercrossing from its contractor, which shall be no less than thirty (30) days prior to the commencement of the operation of the Project. LACMTA shall provide notice of such final acceptance to FCBC. FCBC may participate in the final inspection and provide input with regard to the improvements constructed on the FCBC Property.
 - c. LACMTA provides the FCBC Easement as an accommodation to FCBC and there shall be no charge for this right.
 - d. LACMTA may by written notice to FCBC suspend the FCBC Easement at any time if LACMTA discovers any dangerous condition on or above the Pedestrian Undercrossing or if FCBC fails to perform any material covenant contained in this Agreement; provided, however, prior to sending a suspension notice due to FCBC's failure to perform, LACMTA must have provided FCBC with written notification of FCBC's failure to perform and allowed at least fifteen (15) days for FCBC to cure such default. If FCBC fails to cure the default by the fifteenth day, LACMTA may send the suspension notice. Upon receipt of a suspension notice, FCBC shall immediately discontinue use of the Pedestrian Undercrossing, lock the gates, and, if applicable, promptly cure any failure to perform as specified by LACMTA. Suspension of the FCBC Easement shall be effective as of the date FCBC receives the suspension notice. The suspension of the FCBC Easement shall in no way prejudice any of the other rights and remedies available to LACMTA under this Agreement, at law or in equity. FCBC may resume use of the Pedestrian Undercrossing upon LACMTA's written direction after the default has been cured or the dangerous condition has been satisfactorily resolved.
5. The Pedestrian Undercrossing shall be classified as private per California Public Utility Commission ("CPUC") General Order 75-D and Public Utilities Code Section 7537.
6. The Pedestrian Undercrossing is a private crossing and shall not be for public use. FCBC shall be responsible for maintaining and securing the Access Gates to the Pedestrian Undercrossing when not needed or desired for FCBC use. FCBC shall ensure LACMTA has access through the Access Gates at all times, either by providing LACMTA with the access code or the gate keys or other means, so that

LACMTA can at any time monitor, inspect and maintain the structural integrity of the Pedestrian Undercrossing.

7. LACMTA will own the Pedestrian Undercrossing structure. Further, LACMTA reserves the right to construct, reconstruct, maintain and use existing and future transportation, communication and pipeline facilities over, under and along the Pedestrian Undercrossing, but at no time within the Pedestrian Undercrossing structure where it would be in any way visible.

8. FCBC will own the Stairs, Access Ramps and Driveway. FCBC shall be solely responsible for the operation, maintenance, repair and reconstruction of the Driveway.

9. Other than as needed to perform its maintenance obligations hereunder, FCBC shall not be permitted, under any circumstances, to alter, reconstruct or remove any portion of the Pedestrian Undercrossing, the Stairs or Access Ramps or any appurtenances thereof once it is constructed or take any actions that may affect the structural integrity of the Pedestrian Undercrossing, the Stairs or Access Ramps. To the extent FCBC or the FCBC Parties damage the Pedestrian Undercrossing, the Stairs and/or Access Ramps due to their negligent acts or willful misconduct, including impairing the structural integrity of the Pedestrian Undercrossing, the Stairs or Access Ramps, FCBC shall be responsible to repair such damage to LACMTA's satisfaction. If FCBC refuses to perform such repair and such refusal impacts LACMTA's ability to operate the Project, LACMTA shall have the right to repair and restore the structural integrity of the Pedestrian Undercrossing at FCBC's cost and expense. FCBC shall pay LACMTA the cost of such repair and restoration work within thirty (30) days from receipt of an invoice with the appropriate supporting documentation.

10. At its sole cost and expense, FCBC shall be responsible for the general day-to-day operation, maintenance and repair of the Pedestrian Undercrossing, Stairs and Access Ramps by performing all general cleaning of the surfaces, cosmetic repairs, replacing broken or falling tile, replacing burned out light bulbs and fixing broken light fixtures, removing any graffiti, maintaining the surveillance cameras and the security system, and ensuring the drain and sump pump are working properly so that there is no standing water in the Pedestrian Undercrossing. Notwithstanding the foregoing, LACMTA shall be responsible for the structural integrity of the Pedestrian Undercrossing, Stairs and Ramps. For purposes of this Agreement, being responsible for the structural integrity of the Pedestrian Undercrossing, Stairs and Access Ramps means that LACMTA shall (i) conduct inspections at least annually to determine whether all structures are in a good state of repair, including as necessary to support carrying light rail trains passing over the Pedestrian Undercrossing, and (ii) be responsible for concrete repairs and cracks, and exposed reinforcing steel or areas of degradation that may indicate the structural integrity of the Pedestrian Undercrossing,

Stairs and/or Access Ramps has been impacted, except to the extent caused by negligent acts or willful misconduct of FCBC or FCBC's Parties.

11. LACMTA shall be responsible, at its sole cost and expense, for the construction and installation of all water, electric and all other utilities used in association with the Pedestrian Undercrossing; the Stairs, Access Ramps and associated landscaping; and FCBC shall be responsible, at its sole cost and expense, for the operational costs (utility bills) for such utilities.

12. LACMTA shall assign to FCBC any warranties associated with any equipment or improvements within the Pedestrian Underpass, Stairs and Access Ramps and Driveway. LACMTA shall be responsible for pursuing any warranty claims directly with the manufacturer. LACMTA shall provide FCBC with one spare sump pump for the Pedestrian Undercrossing upon commencement of the FCBC Easement.

13. Each Party shall be responsible for addressing any and all third party concerns or complaints with respect to the matters they are responsible for under this Agreement.

14. LACMTA shall run any required cabling for electricity to power the lighting and sump pump and the required cabling to power and provide video feed, as applicable, for the two (2) surveillance cameras. The cabling shall run from the Passenger Undercrossing to the edge of the Tabernacle as indicated on the Construction Plans and LACMTA shall provide extra cables so that FCBC can continue the cabling to the appropriate connections. FCBC shall be responsible for connecting the two (2) surveillance cameras in the Passenger Undercrossing to the FCBC's existing security system and for testing and monitoring such surveillance cameras. FCBC shall be the owner of any data or information collected from the surveillance cameras on the Passenger Undercrossing.

15. FCBC shall not obstruct or interfere with the passage of light rail trains operating on the railroad track running over the Pedestrian Undercrossing and shall use its best efforts to ensure that all FCBC Parties do the same. The Parties understand and agree that such best efforts consist of (i) appropriate signage, (ii) reminders to FCBC's Parties to cross the railroad tracks either through the Pedestrian Undercrossing or the street crossing, and (iii) such other action as reasonably requested by LACMTA without any cost or expense to FCBC.

16. LACMTA hereby agrees to indemnify, defend and hold FCBC and its officers, agents, employees, directors, successors and assigns ("**FCBC Indemnitees**"), harmless from any and all any and all claims, causes of action, demands, damages, losses, and liabilities, costs and expenses, including without limitation, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, and any attorneys' fees (collectively, "**Indemnity Claims**")

arising or resulting from, directly or indirectly, (1) the use of the FCBC Property by LACMTA or LACMTA Contractors under this Agreement; (2) any negligence or willful misconduct of LACMTA or LACMTA contractors while in, on, over or under the FCBC Property in connection with this Agreement; (3) any acts or failure to act by LACMTA or LACMTA Contractors in performing LACMTA's obligations and services as required by this Agreement; and/or (4) defects in the design or construction of the Pedestrian Undercrossing, the Stairs and Access Ramps and the Driveway. The indemnities provided by LACMTA in favor of FCBC in this Section shall not require payment as a condition precedent and shall survive the termination, expiration or revocation of this Agreement.

17. Commencing on the date FCBC enters onto the Pedestrian Undercrossing and continuing for the term of this Agreement, FCBC hereby agrees to indemnify, defend and hold LACMTA and its subsidiaries and their respective officers, agents, employees, directors, successors and assigns ("**LACMTA Indemnitees**") harmless from any and all Indemnity Claims arising or resulting from, directly or indirectly, (1) the use of the Pedestrian Undercrossing, the Stairs and Access Ramps or the Driveway by FCBC or the FCBC Parties under this Agreement; (2) any negligence or willful misconduct of FCBC or the FCBC Parties in or on the Pedestrian Undercrossing, the Stairs and Access Ramps or the Driveway, and/or (2) any acts or failure to act by FCBC or FCBC Parties in performing FCBC's obligations and services as required by this Agreement. The indemnities provided by FCBC in favor of LACMTA and LACMTA Indemnitees in this Section shall not require payment as a condition precedent and shall survive the termination, expiration or revocation of this Agreement.

18. FCBC acknowledges that the Pedestrian Undercrossing will cross under an operating light rail line that is part of the LACMTA Metro Rail system. The light rail line includes ballasted tracks, drainage, conduits, fencing, overhead contact system and other facility and system elements, trains and other vehicles utilized by LACMTA and FCBC and FCBC Parties may with their use of the Pedestrian Undercrossing be subjected to disturbance, inconvenience, annoyance and nuisance associated with or related to a) construction, operation, use, repair, maintenance, replacement or reconstruction activities on and over the Pedestrian Undercrossing, and (b) the activities of LACMTA patrons, employees, contractors, consultants, or agents associated therewith (collectively, the "**Transit Proximity Risks**"). Transit Proximity Risks include: (i) vehicle exhaust, (ii) noise, vibration, dust and odor, and (iii) lighting from the Project. Notwithstanding the foregoing, the Transit Proximity Risks do not include bodily injury or property damage caused by the acts or omissions of LACMTA, its employees, contractors or agents in the course of operation, use, construction, repair, maintenance, reconstruction or replacement work related to the Project.

Commencing on the date FCBC enters onto the Pedestrian Undercrossing and continuing for the term of this Agreement, FCBC releases LACMTA for risk of known

and unknown loss, damage or injury as a result of a Transit Proximity Risk of the Pedestrian Undercrossing. Accordingly, FCBC waives the benefit of California Civil Code section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

FCBC's Initials: _____

The provisions of this paragraph shall survive the termination of this Agreement.

19. Commencing on the date FCBC enters onto the Pedestrian Undercrossing and continuing for the term of this Agreement, FCBC shall maintain and furnish evidence of the following insurance:

- A policy of comprehensive general liability insurance having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence naming LACMTA, its officers, agents and employees as additional insureds; and
- Employer's Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000) per accident for bodily injury or disease; and
- Worker's Compensation coverage as provided by the State of California Labor Code.

FCBC shall pay all premiums and assessments on the insurance coverage required by this paragraph when due and shall provide LACMTA certificates of insurance required to be maintained by FCBC prior to the date FCBC commences use of the Pedestrian Undercrossing. The certificate shall expressly provide, to the extent available, that such policies shall not be cancelable or otherwise subject to modification except after thirty (30) calendar days' prior written notice to LACMTA. The LACMTA, its subsidiaries, and affiliated companies, and their officers, employees, and agents shall be named as additional insureds in each of the insurance policies except worker's compensation. All policies shall be endorsed to provide that underwriters and insurance companies of FCBC shall not have any right of subrogation against the LACMTA, its subsidiaries and affiliated companies, and their officers, employees, agents, contractors, subcontractors, underwriters and insurance companies.

20. LACMTA shall provide the same insurance in the same amounts as is required by FCBC in paragraph 19 above. LACMTA shall use its self-insurance

programs to comply with the insurance requirements herein; evidence of program of insurance provided on company letterhead shall be acceptable in support of the required insurance coverage.

21. The term of this Agreement shall commence on the date hereof and shall terminate as set forth herein. This Agreement shall terminate upon the occurrence of any of the following: (i) FCBC at any time provides notice in writing to LACMTA that it is abandoning the use of the Pedestrian Undercrossing; (ii) once the Pedestrian Undercrossing is constructed, FCBC fails to use the Pedestrian Undercrossing for a continuous period of 180 days for the purposes contemplated herein and after written notice by LACMTA to such effect, FCBC does not commence use of the Pedestrian Undercrossing within thirty (30) days of receipt of such notice or fails to provide a response notice assuring LACMTA that it intends to continue using the Pedestrian Undercrossing and provide notice when it anticipates use will begin again; or (iii) FCBC sells, leases or otherwise transfers the FCBC Parcels to separate owners such that the FCBC Property is no longer owned by one single owner and the FCBC Parcels have no joint use agreement between owners of the FCBC Parcels.

22. Upon termination of this Agreement, all easement rights and privileges provided to FCBC under the FCBC Easement and all easement rights and privileges provided to LACMTA under the LACMTA Easement shall immediately and absolutely cease and, LACMTA may, at its sole discretion, close and/or remove the Pedestrian Undercrossing. Further, both Parties agree to execute and record the appropriate documentation to remove this Agreement from title on the FCBC Property and the ROW.

23. All notices and demands which any party is required to or desired to give to the other shall be made in writing by personal delivery, by express courier service by certified mail postage prepaid, and addressed to each party at its address set forth below. Any party may change its address for the receipt of notice by giving written notice thereof to the other party in the manner herein provided. Notices shall be effective only upon receipt by the party to whom notice or demand is given.

FCBC:

Faithful Central Bible Church
333 West Florence Avenue
Inglewood, CA 90301
Attn: Marc T. Little, Esq.

LACMTA:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, Mail Stop: 99-16-3
Los Angeles, California 90012-2932

Attn: Robert Ball
Deputy Executive Officer, Project Management

With a copy to:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, Mail Stop: 99-18-4
Los Angeles, California 90012-2932
Attn: Velma Marshall
Deputy Executive Officer, Real Estate

24. 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 court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provision 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.

25. The Agreement may be amended at any time by the written agreement of LACMTA and FCBC. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, shall be binding upon the Parties despite any lack of legal consideration, so long as the it shall be in writing and executed by the Parties hereto. All amendments hereto shall be in writing.

26. If there is a transfer of all the FCBC Parcels to one party, FCBC may assign or transfer (whether voluntarily or involuntarily) this Agreement in whole to permit any other person or entity to use the rights or privileges hereby conveyed; provided, however, written notice shall be provided to LACMTA of such assignment or transfer.

27. If FCBC sells or otherwise transfers the fee interest in one of the FCBC Parcels to a new third party ("**New Third Party**") such that the FCBC Parcels are no longer owned by one single owner and there is an agreement between owners of the the FCBC Parcels allowing for joint use of the FCBC Parcels by FCBC and/or New Third Party, then (a) FCBC shall continue to be solely responsible to meet all the terms and conditions set forth in this Agreement; (b) the New Third Party shall deemed to agree to comply with the terms and conditions set forth herein by any use of the Pedestrian Undercrossing; and (c) the term "FCBC Parties" as used in this Agreement shall be defined to include New Third Party and its directors, officers, employees, agents, contractors, patron, invitees and successors and assigns. If FCBC desires to assign and transfer its obligations to the New Third Party and be released from its obligations hereunder, such assignment and transfer shall require LACMTA's prior written consent, which consent shall not be unreasonably withheld, and any such transfer without LACMTA's prior written consent shall be void and unenforceable.

28. If another entity is responsible for designing, constructing or operating the Project, LACMTA may assign or transfer (whether voluntarily or involuntarily) this Agreement in whole to permit such entity to use the rights or privileges hereby conveyed provided thirty (30) days prior written notice is provided to FCBC of such assignment or transfer.

29. This Agreement shall constitute easements and be covenants running with the land which shall benefit and burden the FCBC Property and benefit and burden the ROW, subject to termination as set forth herein. Any and all third parties shall take subject to this Agreement and shall be deemed to agree to the terms and conditions set forth herein when accepting any property interest in the FCBC Parcels, including, without limitation a fee, leasehold, license or permit interest.

30. This Agreement and the Exhibits hereto constitute the entire agreement between the Parties with respect to the Pedestrian Undercrossing, the Stairs and Access Ramps.

31. The provisions of this Agreement are expressly binding for all licenses, leases, easements, encumbrances and claims of title affecting said property upon, and shall inure to the benefit of the Parties hereto and their successors in interest and assigns.

32. This Agreement shall be governed by the laws of the State of California.

[signatures on next page]

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

"LACMTA"
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Name: Arthur T. Leahy
Title: Chief Executive Officer

Approved as to Form:

JOHN F. KRATTLI
County Counsel

By: _____

"FCBC"

Faithful Central Bible Church, a California corporation

By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES _____)

On _____, before me, _____, Notary Public,

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

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

WITNESS my hand and official seal.

Signature (Seal)

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES _____)

On _____, before me, _____, Notary Public,

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

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

WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT A

**SITE MAP OF FCBC PROPERTY,
UNDERCROSSING SITE AND FENCE**

(See Attached)

EXHIBIT B

LEGAL DESCRIPTIONS OF STAIRS AND RAMP SITE

(See Attached)

Exhibit B

**LEGAL DESCRIPTION FOR PEDESTRIAN CROSSING EASEMENT PURPOSES
PARCEL NUMBER HS-5006**

THAT PORTION OF PARCEL B OF PARCEL MAP NO. 12542, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 121 PAGES 73 AND 74 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF AFOREMENTIONED PARCEL B, SAID CORNER ALSO BEING AT THE INTERSECTION OF THE WESTERLY LINE OF EUCALYPTUS AVENUE, 60 FEET WIDE, WITH THE NORTHERLY LINE OF THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY RIGHT-OF-WAY, FORMERLY KNOWN AS ATCHISON TOPEKA AND SANTA FE RAILWAY, OF 40 FEET HALF WIDTH, AS SHOWN ON SAID PARCEL MAP; THENCE ALONG SAID NORTHERLY LINE, N84°42'49"W 364.20 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID NORTHERLY LINE, N84°42'49"W 13.00 FEET; THENCE LEAVING SAID NORTHERLY LINE, N05°18'43"E 2.24 FEET; THENCE N84°41'17"W 21.50 FEET; THENCE N05°18'43"E 17.00 FEET; THENCE S84°41'17"E 172.00 FEET; THENCE S05°18'43"W 17.00 FEET; THENCE N84°41'17"W 137.50 FEET; THENCE S05°18'43"W 2.24 FEET TO THE **TRUE POINT OF BEGINNING**.

APN: 4020-005-006

CONTAINS: 2,953 SQUARE FEET.

NOTE:
THIS LEGAL DESCRIPTION WAS NOT PREPARED FOR ANY PURPOSE THAT WOULD BE IN VIOLATION OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT OR LOCAL ORDINANCES OF THE GOVERNING BODY HAVING JURISDICTION.

PREPARED BY:

Stephanie A. Wagner
STEPHANIE A. WAGNER, P.L.S. 5752

May 2, 2013
DATE:



Exhibit B

**LEGAL DESCRIPTION FOR PEDESTRIAN CROSSING EASEMENT PURPOSES
PARCEL NUMBER HS-5011**

THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 14450, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 146 PAGES 54 AND 55 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID PARCEL 2, SAID CORNER BEING ON THE SOUTHERLY LINE OF LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY RIGHT-OF-WAY, FORMERLY KNOWN AS ATCHISON TOPEKA AND SANTA FE RAILWAY, OF VARIABLE WIDTH, AS SHOWN ON SAID PARCEL MAP, SAID CORNER ALSO BEING ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 5,714.54 FEET, A RADIAL LINE TO SAID POINT BEARS N02°12'41"E; THENCE EASTERLY ALONG SAID SOUTHERLY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 03°05'08", AN ARC LENGTH OF 307.75 FEET; THENCE S84°42'11"E 67.52 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID SOUTHERLY LINE, S05°18'43"W 2.01 FEET; THENCE N84°41'17"W 19.50 FEET; THENCE S05°18'43"W 17.00 FEET; THENCE S84°41'17"E 141.00 FEET; THENCE N05°18'43"E 17.00 FEET; N84°41'17"W 108.50 FEET; THENCE N05°18'43"E 2.02 FEET TO SAID SOUTHERLY LINE; THENCE ALONG SAID SOUTHERLY LINE N84°42'11"W 13.00 FEET TO THE **TRUE POINT OF BEGINNING**.

APN: 4020-005-011

CONTAINS: 2,423 SQUARE FEET.

NOTE:

THIS LEGAL DESCRIPTION WAS NOT PREPARED FOR ANY PURPOSE THAT WOULD BE IN VIOLATION OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT OR LOCAL ORDINANCES OF THE GOVERNING BODY HAVING JURISDICTION.

PREPARED BY:

Stephanie A. Wagner
STEPHANIE A. WAGNER, P.L.S. 5752

May 2, 2013
DATE



EXHIBIT C

LEGAL DESCRIPTION OF UNDERCROSSING SITE

(See Attached)

Exhibit C

**LEGAL DESCRIPTION FOR PEDESTRIAN CROSSING EASEMENT PURPOSES
PARCEL NUMBER HS-5900**

THAT PORTION OF RANCHO AGUAJE DE LA CENTINELA, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 1 PAGE 512 OF PATENT MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF PARCEL 2 OF PARCEL MAP NO. 14450, AS SHOWN ON MAP FILED IN BOOK 146, PAGES 54 AND 55 OF PARCEL MAPS, IN THE OFFICE OF SAID COUNTY RECORDER, SAID CORNER BEING ON THE SOUTHERLY LINE OF THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY RIGHT-OF-WAY, FORMERLY KNOWN AS ATCHISON TOPEKA AND SANTA FE RAILWAY, OF VARIABLE WIDTH, AS SHOWN ON SAID PARCEL MAP, SAID CORNER ALSO BEING ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 5,714.54 FEET, A RADIAL LINE TO SAID POINT BEARS N02°12'41"E; THENCE EASTERLY ALONG SAID SOUTHERLY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 03°05'08", AN ARC LENGTH OF 307.75 FEET; THENCE S84°42'11"E 67.52 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID SOUTHERLY LINE, N05°18'43"E 37.37 FEET TO THE NORTHERLY LINE OF SAID RIGHT-OF-WAY; THENCE ALONG SAID NORTHERLY LINE, S84°42'49"E 13.00 FEET; THENCE LEAVING SAID NORTHERLY LINE, S05°18'43"W 37.37 FEET TO SAID SOUTHERLY LINE; THENCE ALONG SAID SOUTHERLY LINE, N84°42'11"W 13.00 FEET TO THE **TRUE POINT OF BEGINNING**.

APN: 4020-005-900

CONTAINS: 486 SQUARE FEET.

NOTE:

THIS LEGAL DESCRIPTION WAS NOT PREPARED FOR ANY PURPOSE THAT WOULD BE IN VIOLATION OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT OR LOCAL ORDINANCES OF THE GOVERNING BODY HAVING JURISDICTION.

PREPARED BY:

Stephanie A. Wagner
STEPHANIE A. WAGNER, P.L.S. 5752

May 2, 2013
DATE:



EXHIBIT D

DEPICTION OF DRIVEWAY

(See Attached)

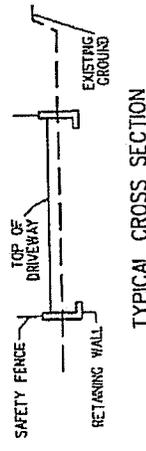
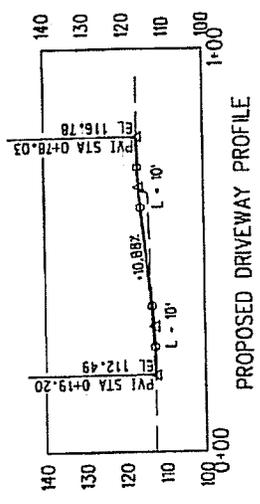
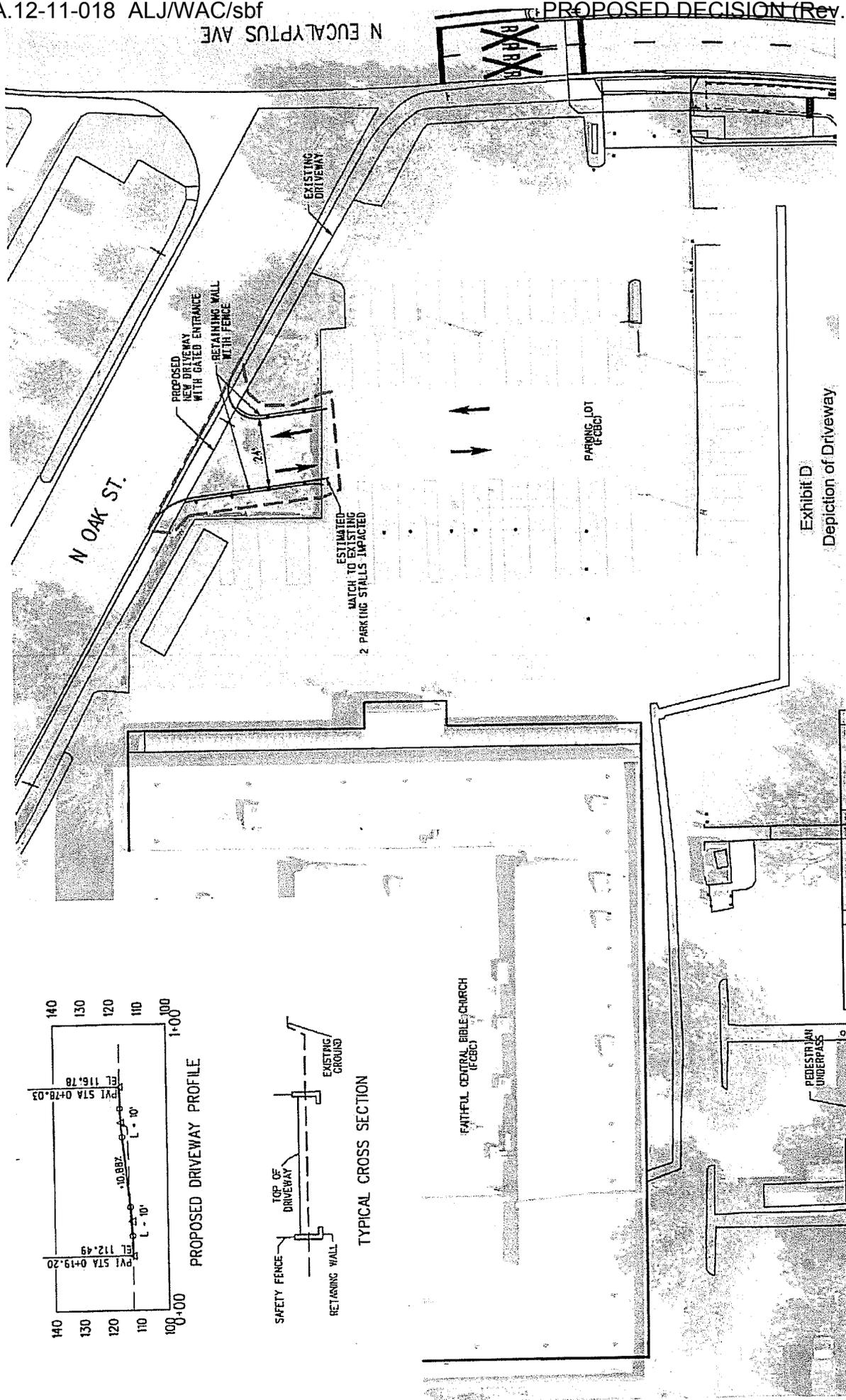


Exhibit D
Depiction of Driveway

EXHIBIT E

SCHEMATIC PLAN

(See Attached)

ATTACHMENT B

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Faithful Central Bible Church
333 West Florence Avenue
Inglewood, CA 90301
Attn: Marc T. Little, Esq.

DOCUMENTARY TRANSFER TAX: None pursuant Rev & Tax. Code
Section 11921 et seq.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RECORDING FEES: None as conveyance and agreement is with
governmental entity

PRIVATE BELOW GRADE CROSSING AND EASEMENT AGREEMENT

THIS PRIVATE BELOW GRADE CROSSING AND EASEMENT AGREEMENT ("Agreement"), is made as of June 5, 2013, by and between Los Angeles County Metropolitan Transportation Authority ("LACMTA"), a public entity of the State of California and the Faithful Central Bible Church, a California corporation ("FCBC"), upon and in consideration of the agreements, covenant, terms, and conditions below. LACMTA and FCBC may be individually referred to herein as a "Party" or collectively as the "Parties".

RECITALS

A. LACMTA plans to construct and operate the Crenshaw/LAX Transit Corridor Project (the "Project"). The Project is a light rail line that will start at the Metro Green Line near the existing Aviation/LAX station and terminate on Crenshaw Boulevard at the Metro Exposition Light Rail Line. The Project will be constructed and operated on a portion of the Burlington Northern Santa Fe Railway ("BNSF") Harbor Branch upon which BNSF has ceased operation and which is currently owned by the LACMTA (the "ROW").

B. FCBC is the owner of those certain parcels of real property which are depicted on Exhibit A attached hereto and incorporated herein by this reference (such parcels are collectively referred to as the "FCBC Property" or individually as an "FCBC Parcel"). A portion of the FCBC Property is needed for easement rights for Stairs and Access Ramps, as defined below, which is depicted on and is more particularly

described in Exhibit B attached hereto and incorporated herein by this reference (the "**Stairs and Ramps Site**").

C. The ROW tracks currently cross at grade on Eucalyptus Avenue and run between and adjacent to the two FCBC Parcels. In order to provide an additional crossing for FCBC and its directors, officers, employees, agents, contractors, patrons, invitees and successors and assigns ("**FCBC Parties**") going between the FCBC facilities located on the FCBC Parcel on the north side of the ROW and the FCBC facilities located on the FCBC Parcel on the south side of the ROW, including FCBC's current parking lot and parking structure, for FCBC events, LACMTA is willing to construct a private midblock pedestrian below grade crossing under the Project rail tracks (the "**Pedestrian Undercrossing**") on the terms and conditions set forth herein. The Pedestrian Undercrossing will be located approximately 400 feet west of Eucalyptus Avenue on that certain real property owned by LACMTA (the "**Undercrossing Site**") in the City of Inglewood as depicted on Exhibit A and more particularly described on Exhibit "C" attached hereto and incorporated herein by this reference, which is also approximately at Mile Post 3.22 in the City of Inglewood along the Crenshaw/LAX Transit Corridor Main Line tracks. The Pedestrian Undercrossing will have a set of stairs (the "**Stairs**") and access ramps ("**Access Ramps**"), which shall be located on both the north and south side of the ROW on the FCBC Property, also as depicted on Exhibit A attached hereto.

D. LACMTA will construct the Pedestrian Undercrossing, the Stairs and Access Ramps, or cause the construction of the Pedestrian Undercrossing, the Stairs and Access Ramps by its contractor, all as set forth herein in compliance with all applicable laws, rules and regulations, including, without limitation, compliance with the American with Disabilities Act, and in a lien free condition.

E. As provided more fully herein, the Parties intend that LACMTA will own the Pedestrian Undercrossing; FCBC will own the Stairs and Access Ramps; LACMTA will be responsible for the structural integrity of the Pedestrian Undercrossing, Stairs and Access Ramps; and FCBC will be responsible for the general day-to-day operation, cleaning and maintenance of the Pedestrian Undercrossing, Stairs and Access Ramps.

F. In addition to the Pedestrian Undercrossing and the Stairs and Access Ramps, LACMTA shall construct a new driveway for the parking lot adjacent to FCBC's Tabernacle ("**Tabernacle Parking Lot**") located off N. Oak Street near N. Eucalyptus Avenue on the north FCBC Parcel as indicated in the schematic plan attached as Exhibit D (the "**Driveway**") as set forth herein.

G. The Parties wish to document the easement rights granted by FCBC in favor of LACMTA, the easement rights granted by LACMTA to FCBC, and the Parties'

roles and responsibilities regarding the Pedestrian Undercrossing, the Stairs and Access Ramps and the Driveway on the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, it is agreed by the Parties as follows:

1. LACMTA shall construct the Pedestrian Undercrossing, the Stairs and Access Ramps with the following elements, each with the final design to be reviewed by FCBC:

- a. The Pedestrian Undercrossing will be approximately 9 feet high, 12 feet wide and 50 feet long with ADA compliant access ramps.
- b. The interior wall surface of the Pedestrian Undercrossing will be finished with ceramic tiles, as approved by FCBC, up to 6 feet high with the remainder of the wall, the floor and ceiling finished in concrete and treated with anti-graffiti coatings.
- c. LACMTA shall install (i) adequate lighting as required by applicable codes to light the Pedestrian Underpass, Stairs and Access Ramps and (ii) one (1) surveillance camera at each end of the Pedestrian Undercrossing with sufficient communication and electrical cabling to enable connection to FCBC's existing security system.
- d. The Access Ramps will have a landing for every 30" vertical drop and the slope of the Access Ramp will be 1:12. LACMTA shall also provide landscaping, as approved by FCBC, and appropriate lighting around the Stairs and Access Ramps as space permits.
- e. LACMTA shall install lockable gates in a design reviewed by FCBC at each of the Pedestrian Undercrossing entrances (the "**Access Gates**"). The Access Gates will be wrought iron, painted black and 8 feet high.
- f. LACMTA shall provide a steel picket fence in the area along the south side of the right-of-way as indicated on Exhibit A.
- g. LACMTA will construct the Pedestrian Undercrossing, the Stairs and Access Ramps, or cause the construction of the Pedestrian Undercrossing, the Stairs and Access Ramps by its contractor, in compliance with all applicable laws, rules and regulations, including,

without limitation, compliance with the American with Disabilities Act, and in a lien free condition.

- h. Notwithstanding anything stated herein to the contrary, the Pedestrian Undercrossing, the Stairs and Access Ramps will be constructed pursuant to plans and specifications to be developed by LACMTA ("**Construction Plans**"), which Construction Plans shall be consistent with the above elements and the drawing attached as Exhibit E (the "**Schematic Plan**"). LACMTA shall provide the Construction Plans to FCBC for review and comment. FCBC shall provide any comments within ten (10) business days from receipt of the Construction Plans. FCBC shall not unreasonably withhold its approval of landscaping, the ceramic tiles, lighting and other aspects of the Pedestrian Undercrossing, Stairs and Access Ramps design for which FCBC has approval authority pursuant to this Agreement.

2. LACMTA shall construct the Driveway in a manner consistent with Exhibit D with the following elements, each with the final design to be reviewed and approved by FCBC:

- a. LACMTA will construct the Driveway within the existing landscaped area and will not provide any replacement landscaping.
- b. LACMTA will also construct a small retaining wall within the existing landscaped area.
- c. LACMTA will install a manual sliding gate for the Driveway similar to the existing gate on the existing driveway to the Tabernacle Parking Lot.
- d. LACMTA intends to cut the Driveway and join it into the existing pavement at the edge of the Tabernacle Parking Lot with a neat join line. LACMTA shall use reasonable efforts not to impact the existing surface pavement of the Tabernacle Parking Lot where it meets the Driveway. As the Driveway will be located on existing landscaping, it is not expected to impact the surface of the existing Tabernacle Parking Lot, other than by re-striping some of the existing parking spaces that may be affected by the Driveway.
- e. FCBC shall be required to cooperate with LACMTA to make sure LACMTA has sufficient construction area to construct the Driveway without interruption or disturbance from the FCBC patrons, employees, contractors and agents.

3. FCBC hereby grants an easement to LACMTA to enter upon and use the Stairs and Ramps Site and the Driveway, including, without limitation, the Stairs and Access Ramps once constructed as provided herein, subject to the terms and conditions set forth in this paragraph 3:

- a. This easement ("**LACMTA Easement**") is provided to LACMTA, its contractors, employees, and agents (collectively "**LACMTA Contractors**") for the (i) temporary purpose of constructing the Pedestrian Undercrossing, the Stairs and Access Ramps and the Driveway; and (ii) the purpose of maintaining the structural integrity of the Pedestrian Undercrossing, the Stairs and Access Ramps as set forth herein, which rights include, without limitation, rights to inspect, repair and restore the Pedestrian Undercrossing, the Stairs and Access Ramps. The LACMTA Easement includes the rights to cross the FCBC Property to access the Stairs and Ramps Site and the Driveway in such a manner that will not unreasonably interfere with FCBC's use of the FCBC Property.
- b. The LACMTA Easement and permission for LACMTA to enter the FCBC Property is granted concurrent with the term of this Agreement; provided, however, that prior to the start of the construction of the Pedestrian Undercrossing, the Stairs and Access Ramps prior to the start of the construction of the Driveway and prior to the date of any inspection of the Pedestrian Undercrossing (except in the case of an emergency to prevent or address any injury or imminent loss or damage to property), LACMTA shall provide reasonable notice of its intent to enter upon the FCBC Property. Construction and related activities shall be done in such a manner to minimize disruption of FCBC activities on the FCBC Property and under no circumstances shall physical construction activities be conducted during any Sunday morning worship activities. To the extent FCBC has activities on days or hours other than Sunday morning, the parties will cooperate with each other to minimize disruption of such activities; provided, however, nothing in this section will require LACMTA to stop or delay construction due to such FCBC activities.
- c. FCBC provides the LACMTA Easement as an accommodation to LACMTA and there shall be no charge for this right.
- d. FCBC understands that the existing improvements on the FCBC Property, including certain parking spaces, trees and fencing, will be in the way when LACMTA constructs the Pedestrian Undercrossing, the Stairs and Access Ramps and the Driveway. FCBC authorizes LACMTA to remove, at LACMTA's sole cost and expense, such parking spaces, trees and other landscaping and will not require that LACMTA restore those parking spaces, trees and other landscaping. LACMTA shall not be required to compensate FCBC for any lost parking spaces, trees or landscaping. In connection with the construction of the Pedestrian Underpass and Stairs and Access Ramps, LACMTA will repair and restore the fencing on the north side of the ROW to the condition that existed prior to such construction to the extent such fencing is affected by the LACMTA's

construction activities. LACMTA shall provide replacement buffer landscaping along the Access Ramps as generally shown on the Schematic Plan. The specifications of such landscaping shall be specified in the Construction Plans and shall be subject to FCBC's approval.

- e. FCBC will coordinate with the Red Cross to ensure the Red Cross bin located on the FCBC Property is relocated in sufficient time so as not to interfere with LACMTA's contractor's access to the FCBC Property. FCBC understands that LACMTA cannot begin work on the Pedestrian Undercrossing until after the Red Cross bin has been relocated.
- f. LACMTA shall provide a pre-construction survey to FCBC to document the existing site conditions before construction of the Pedestrian Undercrossing and the condition of the existing FCBC facilities. Such survey shall be performed not earlier than 90 days prior to the commencement of construction of the Pedestrian Undercrossing, Stairs and Access Ramps and Driveway.
- g. FCBC may by written notice to LACMTA suspend the LACMTA Easement if LACMTA fails to perform any material covenant contained in this Agreement; provided, however, prior to sending a suspension notice, FCBC must have provided LACMTA with written notification of LACMTA's failure to perform and allow at least fifteen (15) days for LACMTA to cure such default. If LACMTA fails to cure the default by the fifteenth day, FCBC may send a suspension notice. Upon receipt of a suspension notice, LACMTA shall immediately discontinue use of the FCBC Property and promptly cure any failure to perform as specified by FCBC. Suspension of the LACMTA Easement shall be effective as of the date LACMTA receives the suspension notice. The suspension of the LACMTA Easement shall in no way prejudice any of the other rights and remedies available to FCBC under this Agreement, at law or in equity. LACMTA may resume use of the FCBC Property upon FCBC's written direction after the default has been cured.

4. LACMTA hereby grants an easement to FCBC to enter upon and use the Pedestrian Undercrossing and the Undercrossing Site subject to the terms and conditions set forth in this paragraph 4:

- a. This easement (the "**FCBC Easement**") is provided to FCBC and the FCBC Parties for the purpose of (i) allowing FCBC and the FCBC Parties to go between the FCBC facilities on the north side of the ROW and the FCBC facilities, including the parking lot and FCBC parking structure, on the south side of the ROW, for FCBC events; and (ii) allowing the FCBC

employees, agents and contractors to use, maintain and repair the Pedestrian Undercrossing as set forth in this Agreement. This easement right does not include the right to cross on top of or above or enter onto the railroad track running over the Pedestrian Undercrossing.

- b. The FCBC Easement and permission for FCBC to enter the Pedestrian Undercrossing shall commence upon LACMTA's final acceptance of the Pedestrian Undercrossing from its contractor, which shall be no less than thirty (30) days prior to the commencement of the operation of the Project. LACMTA shall provide notice of such final acceptance to FCBC. FCBC may participate in the final inspection and provide input with regard to the improvements constructed on the FCBC Property.
- c. LACMTA provides the FCBC Easement as an accommodation to FCBC and there shall be no charge for this right.
- d. LACMTA may by written notice to FCBC suspend the FCBC Easement at any time if LACMTA discovers any dangerous condition on or above the Pedestrian Undercrossing or if FCBC fails to perform any material covenant contained in this Agreement; provided, however, prior to sending a suspension notice due to FCBC's failure to perform, LACMTA must have provided FCBC with written notification of FCBC's failure to perform and allowed at least fifteen (15) days for FCBC to cure such default. If FCBC fails to cure the default by the fifteenth day, LACMTA may send the suspension notice. Upon receipt of a suspension notice, FCBC shall immediately discontinue use of the Pedestrian Undercrossing, lock the gates, and, if applicable, promptly cure any failure to perform as specified by LACMTA. Suspension of the FCBC Easement shall be effective as of the date FCBC receives the suspension notice. The suspension of the FCBC Easement shall in no way prejudice any of the other rights and remedies available to LACMTA under this Agreement, at law or in equity. FCBC may resume use of the Pedestrian Undercrossing upon LACMTA's written direction after the default has been cured or the dangerous condition has been satisfactorily resolved.

5. The Pedestrian Undercrossing shall be classified as private per California Public Utility Commission ("CPUC") General Order 75-D and Public Utilities Code Section 7537.

6. The Pedestrian Undercrossing is a private crossing and shall not be for public use. FCBC shall be responsible for maintaining and securing the Access Gates to the Pedestrian Undercrossing when not needed or desired for FCBC use. FCBC shall ensure LACMTA has access through the Access Gates at all times, either by providing LACMTA with the access code or the gate keys or other means, so that

LACMTA can at any time monitor, inspect and maintain the structural integrity of the Pedestrian Undercrossing.

7. LACMTA will own the Pedestrian Undercrossing structure. Further, LACMTA reserves the right to construct, reconstruct, maintain and use existing and future transportation, communication and pipeline facilities over, under and along the Pedestrian Undercrossing, but at no time within the Pedestrian Undercrossing structure where it would be in any way visible.

8. FCBC will own the Stairs, Access Ramps and Driveway. FCBC shall be solely responsible for the operation, maintenance, repair and reconstruction of the Driveway.

9. Other than as needed to perform its maintenance obligations hereunder, FCBC shall not be permitted, under any circumstances, to alter, reconstruct or remove any portion of the Pedestrian Undercrossing, the Stairs or Access Ramps or any appurtenances thereof once it is constructed or take any actions that may affect the structural integrity of the Pedestrian Undercrossing, the Stairs or Access Ramps. To the extent FCBC or the FCBC Parties damage the Pedestrian Undercrossing, the Stairs and/or Access Ramps due to their negligent acts or willful misconduct, including impairing the structural integrity of the Pedestrian Undercrossing, the Stairs or Access Ramps, FCBC shall be responsible to repair such damage to LACMTA's satisfaction. If FCBC refuses to perform such repair and such refusal impacts LACMTA's ability to operate the Project, LACMTA shall have the right to repair and restore the structural integrity of the Pedestrian Undercrossing at FCBC's cost and expense. FCBC shall pay LACMTA the cost of such repair and restoration work within thirty (30) days from receipt of an invoice with the appropriate supporting documentation.

10. At its sole cost and expense, FCBC shall be responsible for the general day-to-day operation, maintenance and repair of the Pedestrian Undercrossing, Stairs and Access Ramps by performing all general cleaning of the surfaces, cosmetic repairs, replacing broken or falling tile, replacing burned out light bulbs and fixing broken light fixtures, removing any graffiti, maintaining the surveillance cameras and the security system, and ensuring the drain and sump pump are working properly so that there is no standing water in the Pedestrian Undercrossing. Notwithstanding the foregoing, LACMTA shall be responsible for the structural integrity of the Pedestrian Undercrossing, Stairs and Ramps. For purposes of this Agreement, being responsible for the structural integrity of the Pedestrian Undercrossing, Stairs and Access Ramps means that LACMTA shall (i) conduct inspections at least annually to determine whether all structures are in a good state of repair, including as necessary to support carrying light rail trains passing over the Pedestrian Undercrossing, and (ii) be responsible for concrete repairs and cracks, and exposed reinforcing steel or areas of degradation that may indicate the structural integrity of the Pedestrian Undercrossing,

Stairs and/or Access Ramps has been impacted, except to the extent caused by negligent acts or willful misconduct of FCBC or FCBC's Parties.

11. LACMTA shall be responsible, at its sole cost and expense, for the construction and installation of all water, electric and all other utilities used in association with the Pedestrian Undercrossing, the Stairs, Access Ramps and associated landscaping; and FCBC shall be responsible, at its sole cost and expense, for the operational costs (utility bills) for such utilities.

12. LACMTA shall assign to FCBC any warranties associated with any equipment or improvements within the Pedestrian Underpass, Stairs and Access Ramps and Driveway. LACMTA shall be responsible for pursuing any warranty claims directly with the manufacturer. LACMTA shall provide FCBC with one spare sump pump for the Pedestrian Undercrossing upon commencement of the FCBC Easement.

13. Each Party shall be responsible for addressing any and all third party concerns or complaints with respect to the matters they are responsible for under this Agreement.

14. LACMTA shall run any required cabling for electricity to power the lighting and sump pump and the required cabling to power and provide video feed, as applicable, for the two (2) surveillance cameras. The cabling shall run from the Passenger Undercrossing to the edge of the Tabernacle as indicated on the Construction Plans and LACMTA shall provide extra cables so that FCBC can continue the cabling to the appropriate connections. FCBC shall be responsible for connecting the two (2) surveillance cameras in the Passenger Undercrossing to the FCBC's existing security system and for testing and monitoring such surveillance cameras. FCBC shall be the owner of any data or information collected from the surveillance cameras on the Passenger Undercrossing.

15. FCBC shall not obstruct or interfere with the passage of light rail trains operating on the railroad track running over the Pedestrian Undercrossing and shall use its best efforts to ensure that all FCBC Parties do the same. The Parties understand and agree that such best efforts consist of (i) appropriate signage, (ii) reminders to FCBC's Parties to cross the railroad tracks either through the Pedestrian Undercrossing or the street crossing, and (iii) such other action as reasonably requested by LACMTA without any cost or expense to FCBC.

16. LACMTA hereby agrees to indemnify, defend and hold FCBC and its officers, agents, employees, directors, successors and assigns ("**FCBC Indemnitees**"), harmless from any and all any and all claims, causes of action, demands, damages, losses, and liabilities, costs and expenses, including without limitation, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, and any attorneys' fees (collectively, "**Indemnity Claims**")

arising or resulting from, directly or indirectly, (1) the use of the FCBC Property by LACMTA or LACMTA Contractors under this Agreement; (2) any negligence or willful misconduct of LACMTA or LACMTA contractors while in, on, over or under the FCBC Property in connection with this Agreement; (3) any acts or failure to act by LACMTA or LACMTA Contractors in performing LACMTA's obligations and services as required by this Agreement; and/or (4) defects in the design or construction of the Pedestrian Undercrossing, the Stairs and Access Ramps and the Driveway. The indemnities provided by LACMTA in favor of FCBC in this Section shall not require payment as a condition precedent and shall survive the termination, expiration or revocation of this Agreement.

17. Commencing on the date FCBC enters onto the Pedestrian Undercrossing and continuing for the term of this Agreement, FCBC hereby agrees to indemnify, defend and hold LACMTA and its subsidiaries and their respective officers, agents, employees, directors, successors and assigns ("**LACMTA Indemnitees**") harmless from any and all Indemnity Claims arising or resulting from, directly or indirectly, (1) the use of the Pedestrian Undercrossing, the Stairs and Access Ramps or the Driveway by FCBC or the FCBC Parties under this Agreement; (2) any negligence or willful misconduct of FCBC or the FCBC Parties in or on the Pedestrian Undercrossing, the Stairs and Access Ramps or the Driveway, and/or (2) any acts or failure to act by FCBC or FCBC Parties in performing FCBC's obligations and services as required by this Agreement. The indemnities provided by FCBC in favor of LACMTA and LACMTA Indemnitees in this Section shall not require payment as a condition precedent and shall survive the termination, expiration or revocation of this Agreement.

18. FCBC acknowledges that the Pedestrian Undercrossing will cross under an operating light rail line that is part of the LACMTA Metro Rail system. The light rail line includes ballasted tracks, drainage, conduits, fencing, overhead contact system and other facility and system elements, trains and other vehicles utilized by LACMTA and FCBC and FCBC Parties may with their use of the Pedestrian Undercrossing be subjected to disturbance, inconvenience, annoyance and nuisance associated with or related to a) construction, operation, use, repair, maintenance, replacement or reconstruction activities on and over the Pedestrian Undercrossing, and (b) the activities of LACMTA patrons, employees, contractors, consultants, or agents associated therewith (collectively, the "**Transit Proximity Risks**"). Transit Proximity Risks include: (i) vehicle exhaust, (ii) noise, vibration, dust and odor, and (iii) lighting from the Project. Notwithstanding the foregoing, the Transit Proximity Risks do not include bodily injury or property damage caused by the acts or omissions of LACMTA, its employees, contractors or agents in the course of operation, use, construction, repair, maintenance, reconstruction or replacement work related to the Project.

Commencing on the date FCBC enters onto the Pedestrian Undercrossing and continuing for the term of this Agreement, FCBC releases LACMTA for risk of known

and unknown loss, damage or injury as a result of a Transit Proximity Risk of the Pedestrian Undercrossing. Accordingly, FCBC waives the benefit of California Civil Code section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

FCBC's Initials: (NJ)

The provisions of this paragraph shall survive the termination of this Agreement.

19. Commencing on the date FCBC enters onto the Pedestrian Undercrossing and continuing for the term of this Agreement, FCBC shall maintain and furnish evidence of the following insurance:

- A policy of comprehensive general liability insurance having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence naming LACMTA, its officers, agents and employees as additional insureds; and
- Employer's Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000) per accident for bodily injury or disease; and
- Worker's Compensation coverage as provided by the State of California Labor Code.

FCBC shall pay all premiums and assessments on the insurance coverage required by this paragraph when due and shall provide LACMTA certificates of insurance required to be maintained by FCBC prior to the date FCBC commences use of the Pedestrian Undercrossing. The certificate shall expressly provide, to the extent available, that such policies shall not be cancelable or otherwise subject to modification except after thirty (30) calendar days' prior written notice to LACMTA. The LACMTA, its subsidiaries, and affiliated companies, and their officers, employees, and agents shall be named as additional insureds in each of the insurance policies except worker's compensation. All policies shall be endorsed to provide that underwriters and insurance companies of FCBC shall not have any right of subrogation against the LACMTA, its subsidiaries and affiliated companies, and their officers, employees, agents, contractors, subcontractors, underwriters and insurance companies.

20. LACMTA shall provide the same insurance in the same amounts as is required by FCBC in paragraph 19 above. LACMTA shall use its self-insurance

programs to comply with the insurance requirements herein; evidence of program of insurance provided on company letterhead shall be acceptable in support of the required insurance coverage.

21. The term of this Agreement shall commence on the date hereof and shall terminate as set forth herein. This Agreement shall terminate upon the occurrence of any of the following: (i) FCBC at any time provides notice in writing to LACMTA that it is abandoning the use of the Pedestrian Undercrossing; (ii) once the Pedestrian Undercrossing is constructed, FCBC fails to use the Pedestrian Undercrossing for a continuous period of 180 days for the purposes contemplated herein and after written notice by LACMTA to such effect, FCBC does not commence use of the Pedestrian Undercrossing within thirty (30) days of receipt of such notice or fails to provide a response notice assuring LACMTA that it intends to continue using the Pedestrian Undercrossing and provide notice when it anticipates use will begin again; or (iii) FCBC sells, leases or otherwise transfers the FCBC Parcels to separate owners such that the FCBC Property is no longer owned by one single owner and the FCBC Parcels have no joint use agreement between owners of the FCBC Parcels.

22. Upon termination of this Agreement, all easement rights and privileges provided to FCBC under the FCBC Easement and all easement rights and privileges provided to LACMTA under the LACMTA Easement shall immediately and absolutely cease and, LACMTA may, at its sole discretion, close and/or remove the Pedestrian Undercrossing. Further, both Parties agree to execute and record the appropriate documentation to remove this Agreement from title on the FCBC Property and the ROW.

23. All notices and demands which any party is required to or desired to give to the other shall be made in writing by personal delivery, by express courier service by certified mail postage prepaid, and addressed to each party at its address set forth below. Any party may change its address for the receipt of notice by giving written notice thereof to the other party in the manner herein provided. Notices shall be effective only upon receipt by the party to whom notice or demand is given.

FCBC:

Faithful Central Bible Church
333 West Florence Avenue
Inglewood, CA 90301
Attn: Marc T. Little, Esq.

LACMTA:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, Mail Stop: 99-16-3
Los Angeles, California 90012-2932

Attn: Robert Ball
Deputy Executive Officer, Project Management

With a copy to:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, Mail Stop: 99-18-4
Los Angeles, California 90012-2932
Attn: Velma Marshall
Deputy Executive Officer, Real Estate

24. 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 court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provision 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.

25. The Agreement may be amended at any time by the written agreement of LACMTA and FCBC. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, shall be binding upon the Parties despite any lack of legal consideration, so long as the it shall be in writing and executed by the Parties hereto. All amendments hereto shall be in writing.

26. If there is a transfer of all the FCBC Parcels to one party, FCBC may assign or transfer (whether voluntarily or involuntarily) this Agreement in whole to permit any other person or entity to use the rights or privileges hereby conveyed; provided, however, written notice shall be provided to LACMTA of such assignment or transfer.

27. If FCBC sells or otherwise transfers the fee interest in one of the FCBC Parcels to a new third party ("**New Third Party**") such that the FCBC Parcels are no longer owned by one single owner and there is an agreement between owners of the the FCBC Parcels allowing for joint use of the FCBC Parcels by FCBC and/or New Third Party, then (a) FCBC shall continue to be solely responsible to meet all the terms and conditions set forth in this Agreement; (b) the New Third Party shall deemed to agree to comply with the terms and conditions set forth herein by any use of the Pedestrian Undercrossing; and (c) the term "FCBC Parties" as used in this Agreement shall be defined to include New Third Party and its directors, officers, employees, agents, contractors, patron, invitees and successors and assigns. If FCBC desires to assign and transfer its obligations to the New Third Party and be released from its obligations hereunder, such assignment and transfer shall require LACMTA's prior written consent, which consent shall not be unreasonably withheld, and any such transfer without LACMTA's prior written consent shall be void and unenforceable.

28. If another entity is responsible for designing, constructing or operating the Project, LACMTA may assign or transfer (whether voluntarily or involuntarily) this Agreement in whole to permit such entity to use the rights or privileges hereby conveyed provided thirty (30) days prior written notice is provided to FCBC of such assignment or transfer.

29. This Agreement shall constitute easements and be covenants running with the land which shall benefit and burden the FCBC Property and benefit and burden the ROW, subject to termination as set forth herein. Any and all third parties shall take subject to this Agreement and shall be deemed to agree to the terms and conditions set forth herein when accepting any property interest in the FCBC Parcels, including, without limitation a fee, leasehold, license or permit interest.

30. This Agreement and the Exhibits hereto constitute the entire agreement between the Parties with respect to the Pedestrian Undercrossing, the Stairs and Access Ramps.

31. The provisions of this Agreement are expressly binding for all licenses, leases, easements, encumbrances and claims of title affecting said property upon, and shall inure to the benefit of the Parties hereto and their successors in interest and assigns.

32. This Agreement shall be governed by the laws of the State of California.

[signatures on next page]

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

"LACMTA"
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: Arthur T. Leahy
Name: Arthur T. Leahy
Title: Chief Executive Officer

Approved as to Form:

JOHN F. KRATTLI
County Counsel

By: [Signature]

"FCBC"

Faithful Central Bible Church, a California corporation

By: Marc T. Little
Name: Marc T. Little
Title: Chief Operating Officer

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On June 5, 2013, before me, Reginnia G. Kaping, Notary Public,

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

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

WITNESS my hand and official seal.

Reginnia G. Kaping
Signature

(Seal)



STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On June 6, 2013, before me, Gwendolyn Powell, Notary Public,

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

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

WITNESS my hand and official seal.

Gwendolyn Powell
Signature

(Seal)

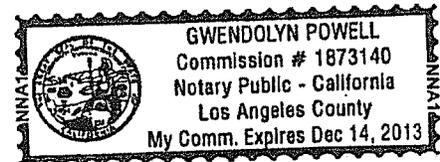


EXHIBIT A

**SITE MAP OF FCBC PROPERTY,
UNDERCROSSING SITE AND FENCE**

(See Attached)

EXHIBIT B

LEGAL DESCRIPTIONS OF STAIRS AND RAMP SITE

(See Attached)

Exhibit B

**LEGAL DESCRIPTION FOR PEDESTRIAN CROSSING EASEMENT PURPOSES
PARCEL NUMBER HS-5006**

THAT PORTION OF PARCEL B OF PARCEL MAP NO. 12542, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 121 PAGES 73 AND 74 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF AFOREMENTIONED PARCEL B, SAID CORNER ALSO BEING AT THE INTERSECTION OF THE WESTERLY LINE OF EUCALYPTUS AVENUE, 60 FEET WIDE, WITH THE NORTHERLY LINE OF THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY RIGHT-OF-WAY, FORMERLY KNOWN AS ATCHISON TOPEKA AND SANTA FE RAILWAY, OF 40 FEET HALF WIDTH, AS SHOWN ON SAID PARCEL MAP; THENCE ALONG SAID NORTHERLY LINE, N84°42'49"W 364.20 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID NORTHERLY LINE, N84°42'49"W 13.00 FEET; THENCE LEAVING SAID NORTHERLY LINE, N05°18'43"E 2.24 FEET; THENCE N84°41'17"W 21.50 FEET; THENCE N05°18'43"E 17.00 FEET; THENCE S84°41'17"E 172.00 FEET; THENCE S05°18'43"W 17.00 FEET; THENCE N84°41'17"W 137.50 FEET; THENCE S05°18'43"W 2.24 FEET TO THE **TRUE POINT OF BEGINNING**.

APN: 4020-005-006

CONTAINS: 2,953 SQUARE FEET.

NOTE:
THIS LEGAL DESCRIPTION WAS NOT PREPARED FOR ANY PURPOSE THAT WOULD BE IN VIOLATION OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT OR LOCAL ORDINANCES OF THE GOVERNING BODY HAVING JURISDICTION.

PREPARED BY:

Stephanie A. Wagner
STEPHANIE A. WAGNER, P.L.S. 5752

May 2, 2013
DATE:



Exhibit B

LEGAL DESCRIPTION FOR PEDESTRIAN CROSSING EASEMENT PURPOSES
PARCEL NUMBER HS-5011

THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 14450, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 146 PAGES 54 AND 55 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID PARCEL 2, SAID CORNER BEING ON THE SOUTHERLY LINE OF LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY RIGHT-OF-WAY, FORMERLY KNOWN AS ATCHISON TOPEKA AND SANTA FE RAILWAY, OF VARIABLE WIDTH, AS SHOWN ON SAID PARCEL MAP, SAID CORNER ALSO BEING ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 5,714.54 FEET, A RADIAL LINE TO SAID POINT BEARS N02°12'41"E; THENCE EASTERLY ALONG SAID SOUTHERLY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 03°05'08", AN ARC LENGTH OF 307.75 FEET; THENCE S84°42'11"E 67.52 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHERLY LINE, S05°18'43"W 2.01 FEET; THENCE N84°41'17"W 19.50 FEET; THENCE S05°18'43"W 17.00 FEET; THENCE S84°41'17"E 141.00 FEET; THENCE N05°18'43"E 17.00 FEET; N84°41'17"W 108.50 FEET; THENCE N05°18'43"E 2.02 FEET TO SAID SOUTHERLY LINE; THENCE ALONG SAID SOUTHERLY LINE N84°42'11"W 13.00 FEET TO THE TRUE POINT OF BEGINNING.

APN: 4020-005-011

CONTAINS: 2,423 SQUARE FEET.

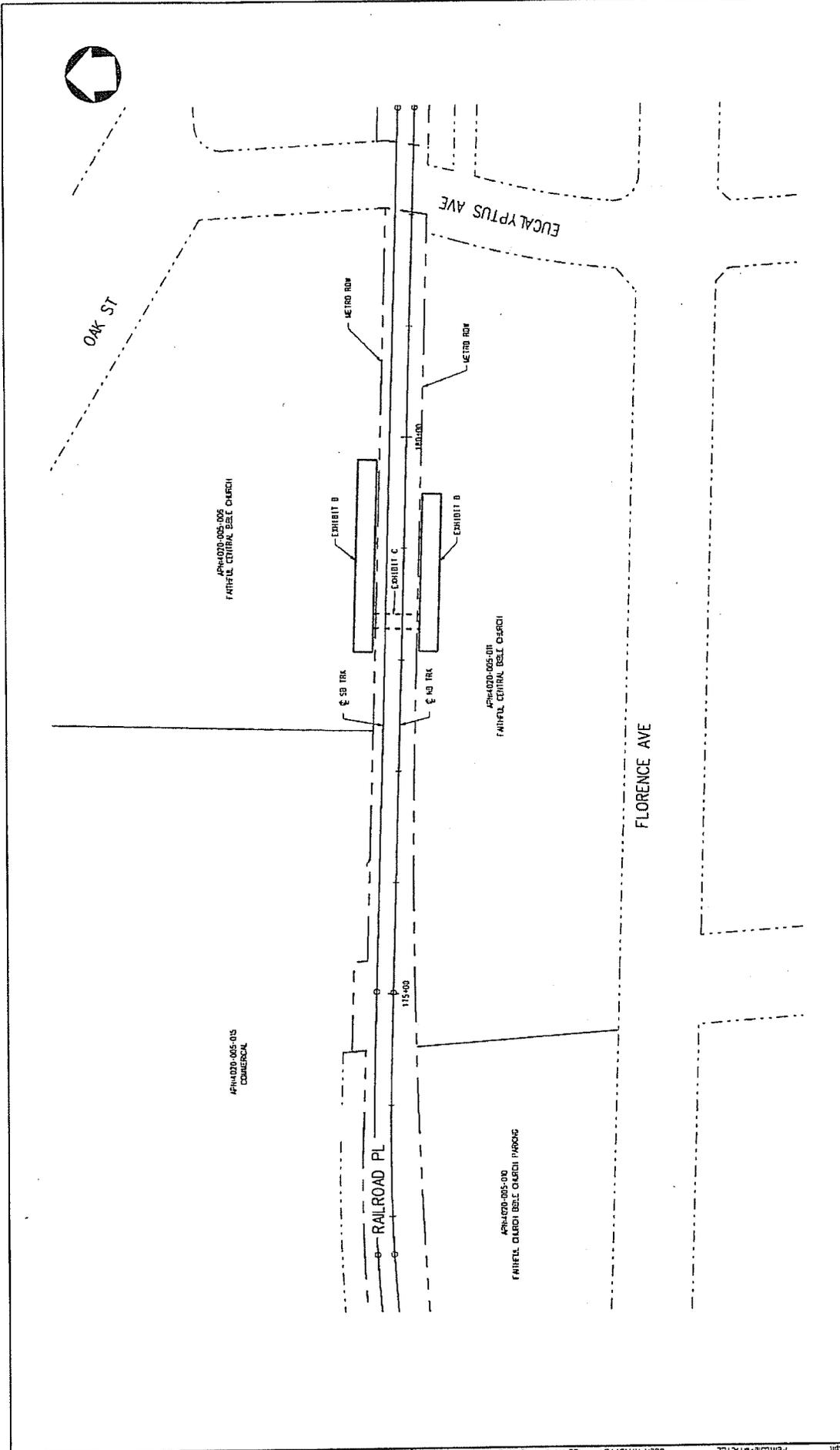
NOTE:
THIS LEGAL DESCRIPTION WAS NOT PREPARED FOR ANY PURPOSE THAT WOULD BE IN VIOLATION OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT OR LOCAL ORDINANCES OF THE GOVERNING BODY HAVING JURISDICTION.

PREPARED BY:

Stephanie A. Wagner
STEPHANIE A. WAGNER, P.L.S. 5752

May 2, 2013
DATE





CONTRACT NO. E-0117 DRAWING NO. R-1118 SCALE 1"=40' SHEET NO.	
CRENSHAW/LAX TRANSIT CORRIDOR PROJECT RIGHT OF WAY MAP PEDESTRIAN UNDERCROSSING	
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY Metro Hatch Mott MacDonald <small>City of Los Angeles, Department of Transportation</small>	
FOR REVIEW ONLY NOT FOR CONSTRUCTION	
DESIGNED BY L. KARWOSKI DRAWING BY M. LEWIS CHECKED BY F. HOUBANGISHI C. OWENS DATE MAY 10, 2013	DESCRIPTION SIZE NUMBER OF COPIES DATE BY

EXHIBIT C

LEGAL DESCRIPTION OF UNDERCROSSING SITE

(See Attached)

Exhibit C

**LEGAL DESCRIPTION FOR PEDESTRIAN CROSSING EASEMENT PURPOSES
PARCEL NUMBER HS-5900**

THAT PORTION OF RANCHO AGUAJE DE LA CENTINELA, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 1 PAGE 512 OF PATENT MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF PARCEL 2 OF PARCEL MAP NO. 14450, AS SHOWN ON MAP FILED IN BOOK 146, PAGES 54 AND 55 OF PARCEL MAPS, IN THE OFFICE OF SAID COUNTY RECORDER, SAID CORNER BEING ON THE SOUTHERLY LINE OF THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY RIGHT-OF-WAY, FORMERLY KNOWN AS ATCHISON TOPEKA AND SANTA FE RAILWAY, OF VARIABLE WIDTH, AS SHOWN ON SAID PARCEL MAP, SAID CORNER ALSO BEING ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 5,714.54 FEET, A RADIAL LINE TO SAID POINT BEARS N02°12'41"E; THENCE EASTERLY ALONG SAID SOUTHERLY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 03°05'08", AN ARC LENGTH OF 307.75 FEET; THENCE S84°42'11"E 67.52 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID SOUTHERLY LINE, N05°18'43"E 37.37 FEET TO THE NORTHERLY LINE OF SAID RIGHT-OF-WAY; THENCE ALONG SAID NORTHERLY LINE, S84°42'49"E 13.00 FEET; THENCE LEAVING SAID NORTHERLY LINE, S05°18'43"W 37.37 FEET TO SAID SOUTHERLY LINE; THENCE ALONG SAID SOUTHERLY LINE, N84°42'11"W 13.00 FEET TO THE **TRUE POINT OF BEGINNING**.

APN: 4020-005-900

CONTAINS: 486 SQUARE FEET.

NOTE:

THIS LEGAL DESCRIPTION WAS NOT PREPARED FOR ANY PURPOSE THAT WOULD BE IN VIOLATION OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT OR LOCAL ORDINANCES OF THE GOVERNING BODY HAVING JURISDICTION.

PREPARED BY:

Stephanie A. Wagner
STEPHANIE A. WAGNER, P.L.S. 5752

May 2, 2013
DATE



EXHIBIT D

DEPICTION OF DRIVEWAY

(See Attached)

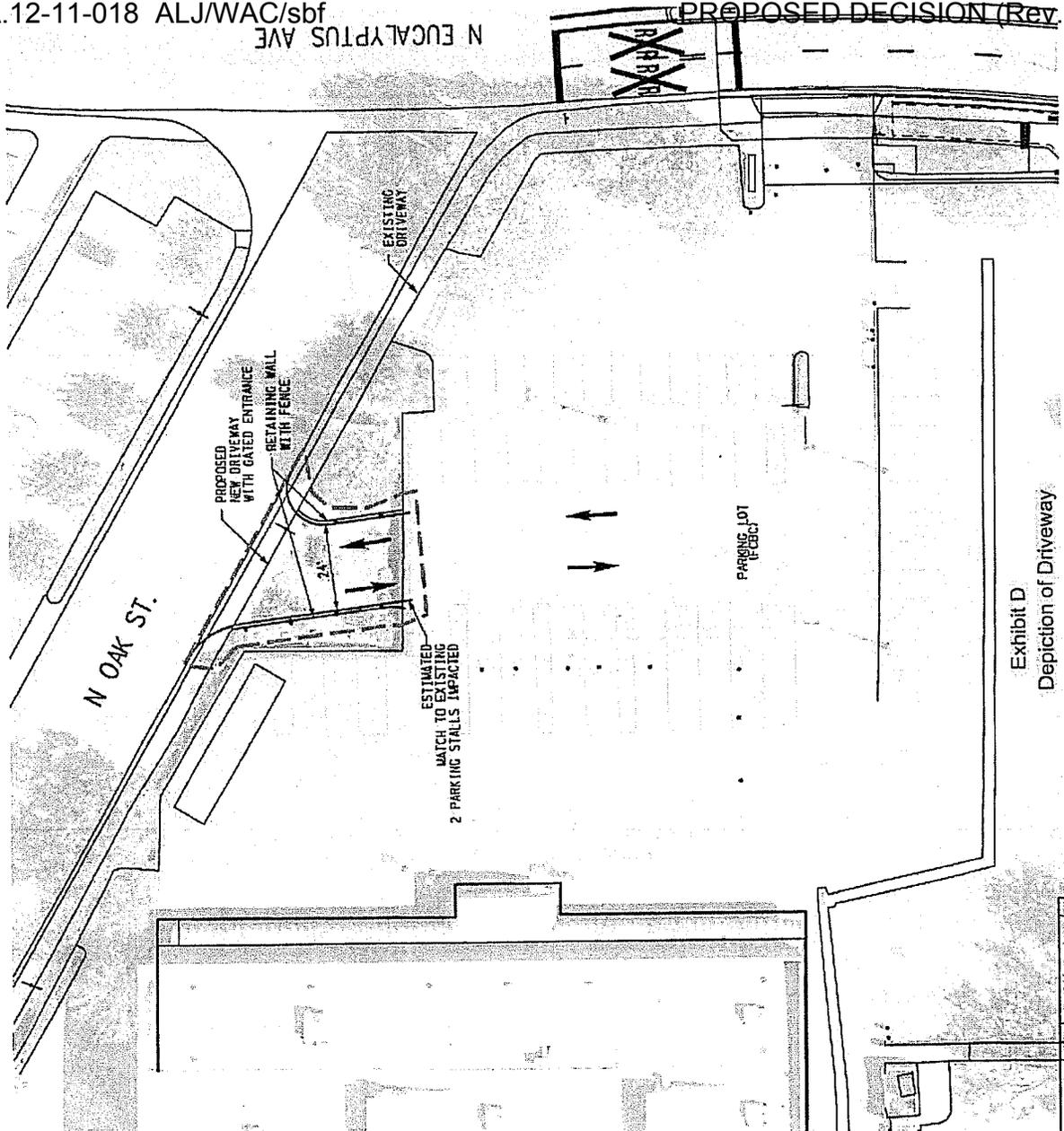


Exhibit D
 Depiction of Driveway

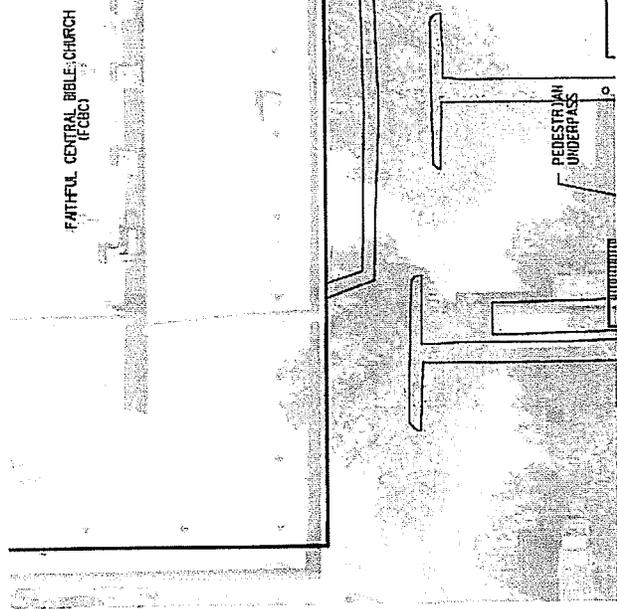
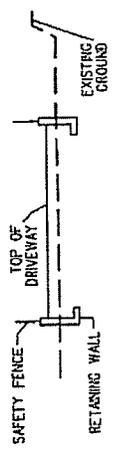
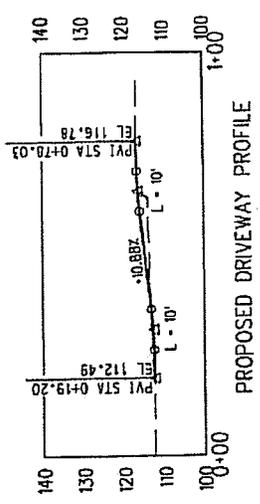


EXHIBIT E

SCHEMATIC PLAN

(See Attached)

