

# ATTACHMENT B

## SLAUSON CONNECT

### Summary of Terms and Conditions

The Los Angeles County Metropolitan Transportation Authority (“LACMTA”) and City of Los Angeles (City) have agreed to cooperate in Council District 9 and City’s efforts to construct a recreational facility and complete outdoor improvements, known as the Slauson Connect/Southern Pacific Trails (Project), on the Metro-owned railroad right-of-way (“Slauson ROW”).

It is understood and agreed that this letter does not contain all the essential terms that the parties expect will be part of the lease agreement for the Project. Further negotiations between the parties are contemplated before the binding agreement will be prepared. The performance by either party before execution of a formal agreement of any of the obligations that may be included in an agreement between the parties when negotiations are completed will not be considered evidence of intent by either party to be bound by the terms of this letter. Metro Board and City Council approval is required before the lease can be executed.

The general terms and conditions are as follows:

1. TERM. LACMTA and City agree in principle regarding construction of a Project along the Slauson ROW and to affect that effort, LACMTA is willing to issue a long-term ground lease for 30 years.
2. CONSTRUCTION IN FIVE (5) YEARS. If the project is not constructed within 5 years, the lease will be terminated, unless this time is otherwise extended by written agreement between the Parties.
3. RENT. There will be no charge for the ground lease.
4. SITE REMEDIATION. LACMTA has agreed to a specific scope of site remediation to be further defined in the MOU.
5. SURPLUS LAND ACT. LACMTA must comply with the State Surplus Land Act and will use reasonably best efforts to assist City in meeting the requirement of an exempt public project as defined in the Surplus Land Act.
6. ENVIRONMENTAL CLEARANCE. The City has compiled a CEQA analysis and will continue to make all documentation available for Metro’s consideration prior to lease execution.
7. INDEMNITY. The City will hold LACMTA harmless and indemnify LACMTA for its participation in the Project except for LACMTA’s sole negligence.
8. SUBLEASING/SUBLICENSING. City will agree not to sublease any part of the site for third-party, for-profit businesses without the written authorization of LACMTA.
9. DESIGN AMENITIES FOR LACMTA EMPLOYEES AND CUSTOMERS. The facility will reserve for Metro employees and customers the below uses. City and Metro will cooperate to determine exact locations, dimensions, specifications, terms, etc. as the project is being designed. The final floor plan will be approved in writing by Metro.
  - a. Indoor space for active transportation related classes
  - b. At least two nonpublic restrooms for transit operators
  - c. Public restrooms for pedestrians/cyclists
  - d. Cyclist related amenities such as water bottle filling stations, seating and shade areas, outdoor bike repair areas.
  - e. Designated parking areas for bicycles
  - f. Metro Ticket Vending Machines