

Department of Veterans Affairs
REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. Revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee here named, subject to all of the conditions, special and general hereinafter enumerated.

2. NAME OF LICENSEE

County of Los Angeles

3. ADDRESS OF LICENSEE

900 S. Fremont Avenue, 10th Floor
Alhambra, CA 91803

4. NAME AND ADDRESS OF INSTALLATION

Department Of Veterans Affairs
West Los Angeles Medical Center
11301 Wilshire Boulevard
Los Angeles, CA 90073

FROM:
March 1, 2014

TO:
February 28, 2064

5. PERIOD COVERED

6. CONSIDERATION-Gratis

7A. DESCRIPTION OF PROPERTY AFFECTED

(As shown on Exhibit(s) attached hereto and made a part hereof.)

Certain Real Property,

At various locations along Wilshire Boulevard as shown
on Exhibits B and C with improvements being constructed
within property more specifically described in Exhibit A.

7B. EXHIBIT(S)

ATTACHED

Exhibits A, B, C, D

8. PURPOSE OF LICENSE

The County of Los Angeles (hereinafter County) requires access to the Department Of Veterans Affairs, West Los Angeles Medical Center 11301 Wilshire Boulevard, Los Angeles, CA 90073 (hereinafter VA) to construct, operate and maintain sidewalks, curbs and gutters, landscaping, street lights, and a catch basin in connection with the County's Wilshire Boulevard Bus Rapid Transit road widening project along Wilshire Boulevard as shown on the enclosed plans, Exhibit B.

The County also requires temporary rights to enter and construct a sidewalk, and for the purposes of fence relocation, grading and restoration of irrigation during construction over the area shown on Exhibit C.

Licensee access to the Licensed Area shall at all times be subject to national security events, and VA security and law enforcement policies and regulations, including but not limited to 38 CFR 1.218.

These improvements will be maintained by the County and this Revocable License allows said County to retain the operation, maintenance and control of VA property identified as Parcel 3-1SP.4 along Wilshire Boulevard and specifically the sidewalks, curbs and gutters landscaping, street lights, and a catch basin built pursuant to this License. Not less than every six months, Licensee must power wash pilasters, apply anti-graffiti paint to the Licensee's improvements. In addition thereto, the County is self insured and agrees to defend and indemnify the VA for any liability arising from these improvements, including but not limited to tort and inverse condemnation, except for the liability arising out of the willful misconduct or sole negligence to licensor. The Temporary rights to enter are for driveway reconstruction over Parcel 3-1NT.2 as shown on Exhibit C. By the acceptance of this license, the licensee agrees to abide by and be bound by the general and special conditions indicated hereon and attached hereto.

9. SPECIAL CONDITIONS

The Secretary of VA or his designee shall have the right to immediately terminate this license at no cost to VA, if necessary in VA's sole discretion due to a change in law, including but not limited to the Obama Administration's Civilian Property Realignment Act.

The Secretary of VA or his designee shall have the right to immediately terminate this license at no cost to VA, if in his view doing so is necessary and appropriate due to avoiding an adverse impact on VA's ongoing mission and operations, or due to a VA or national security event.

This License allows the County (and County contractors and authorized agents) to enter upon certain portions of VA property, described herein as Parcels 3-1SP.4 and 3-1NT.2, improvement areas and access areas as shown on right-of-way map, Exhibit C, to construct, operate and maintain improvements supporting the Wilshire Boulevard Bus Rapid Transit road widening project. Start of construction is scheduled for April 2014.

VA and Veterans Park Conservancy, a non-profit corporation (Sharing Partner) entered into a Sharing Agreement on August 24, 2007 (Exhibit D). County must coordinate all contemplated work with VA so as not to unreasonably disturb VA's and the Sharing Partner's quiet use and enjoyment of the shared land which is described in Exhibit D.

Access to the improvement areas herein granted is limited to use of the described portions of the VA property as shown on Exhibit C, and the space above and below the established grade line of the finished surface for the purpose of construction operation and maintenance of the highway in accordance with the approved plans, Exhibit B.

This License shall expire 50 years from the issuance thereof (if not revoked prior thereto by the VA) and may be renewed for another 50 years upon the same terms and conditions at the discretion of the VA. At the termination of this License and any extensions thereof, and upon written request by the VA, (the County will demolish and remove the improvements situated on VA property and will restore the property to its original condition.) The County reserves the right to demolish and remove these improvements if/when it is determined that they are obsolete, unnecessary or unsafe and at such time said County will return the VA property to its original condition.

DEPARTMENT OF VETERANS AFFAIRS LICENSOR

DATE OF LICENSE (MO/DY/YEAR)

January 31, 2014

SIGNATURE OF LICENSOR


Director, Real Property Service

Department of Veterans Affairs
810 Vermont Avenue, NW
Washington, DC 20001

COUNTY OF LOS ANGELES: LICENSEE

DATE ACCEPTED (MO/DY/YEAR)

January 22, 2014

TELEPHONE NO OF LICENSEE

(626) 458-7000

COUNTY OF LOS ANGELES,
A body corporate and politic


Assistant Deputy Director

GENERAL CONDITIONS
VA REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

- 1. Compliance.** Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, must be accomplished in a manner satisfactory to the Department of Veterans Affairs (VA).
- 2. Structures.** The licensee shall not place or construct upon, over, or under the property any installation or structure of any kind or character, except such as are specifically authorized herein.
- 3. Laws and Ordinances.** In the exercise of any privilege granted by this license, licensee must comply with all applicable State, municipal, and local laws, and the rules, orders, regulations, and requirements of Federal governmental departments and bureaus.
- 4. Sanitary Conditions.** If this license gives possession of United States property, the licensee must at all times keep the premises in a sanitary condition satisfactory to VA.
- 5. Damage.** Except as may be otherwise provided by the Special Conditions, no United States property shall be destroyed, displaced, or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of VA, and the express agreement of the licensee promptly to replace, return, repair, and restore any such property to a condition satisfactory to VA upon demand. Licensee cannot conduct mining operations nor remove any mineral substances from the premises of the Government which are herein licensed to be used.
- 6. Indemnification.** The licensee must indemnify and save harmless the United States, its agents and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of licensee, including failure to comply with the obligations of said license.
- 7. Storage.** Any United States property which must be removed to permit exercise of the privilege granted by this license must be stored, relocated, or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by VA.
- 8. Operation.** The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.
- 9. Notice.** Any property of the licensee installed or located on the property affected by this license must be removed within 30 days of written notice from VA.
- 10. Guarantee Deposit.** Any deposit, which may be required to guarantee compliance with the terms and conditions of this license, must be in the form of a certified check, cashier's check, or postal money order in the amount designated payable to VA.

11. Bond. Any bond required by this license must be in the amount designated, and executed in manner and form and with sureties satisfactory to VA.

12. Expense. Any cost, expense, or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this license shall be assumed and discharged by the licensee.

13. Attempted Variations. There can be no variation or departure from the terms of this license without prior written consent of VA.

14. Nondiscrimination. Any activity, program, or use made of the property by the licensee must be in compliance with the provisions of Federal Acquisition Regulation Part 52.222-26, Equal Opportunity.

15. Assignment, Revocation, and Abandonment. This license is unassignable and is revocable by either party within the time indicated under special conditions. Upon revocation of this license or abandonment by the licensee, at the election of the Government, the licensee must restore the property to substantially the same conditions as those existing at the time of entry.