

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is made and entered into as of this 12th day of December, 2017, by and between the City of Los Angeles and its Department of Airports (Los Angeles World Airports or "LAWA"), acting by and through its Board of Airport Commissioners ("BOAC") (collectively, "LOS ANGELES"), on the one hand, and the City of El Segundo ("EL SEGUNDO"), on the other (each, a "Party," and collectively, the "Parties").

WHEREAS, LOS ANGELES is planning an LAX Landside Access Modernization Program ("LAMP") for Los Angeles International Airport ("LAX") which would include, but not be limited to, an Automated People Mover/LAX Train, East and West Intermodal Transportation Facilities, a Consolidated Rental Car Facility ("ConRAC"), a connection to the Metro regional train system, redevelopment of some parcels used as construction staging, and associated projects;

WHEREAS, the LAMP is broadly described in Exhibit A to this Agreement;

WHEREAS, LOS ANGELES has been analyzing the LAMP pursuant to the California Environmental Quality Act ("CEQA"), the National Environmental Policy Act ("NEPA") and related federal and state laws;

WHEREAS, at a regular meeting on March 2, 2017, pursuant to CEQA, the BOAC certified the Environmental Impact Report ("EIR") for LAMP;

WHEREAS, on March 9, 2017, and April 3, 2017, EL SEGUNDO appealed BOAC's certification of the LAMP EIR;

WHEREAS, on June 7, 2017, the LOS ANGELES City Council considered and denied El Segundo's appeal of BOAC's certification of the LAMP EIR and took other actions related to approval of the LAMP project.

WHEREAS, projects within the LAMP will require certain actions by LOS ANGELES, the Federal Aviation Administration ("FAA"), the Federal Highway Administration ("FHWA"), the Federal Transit Administration ("FTA"), Southern California Association of Governments ("SCAG") and other government entities, including compliance with environmental review requirements under CEQA, NEPA, the Clean Air Act, Section 4(f) of the Department of Transportation Act, the National Historic Preservation Act ("NHPA") and other laws;

WHEREAS, EL SEGUNDO and LOS ANGELES desire and intend that the LAMP proceed through local, state and federal approvals and environmental review, administrative and legislative consideration, and, if approved, through implementation, without litigation;

WHEREAS, LAWA has designated Imperial Highway West as a haul route for the LAMP, and other proposed construction projects;

WHEREAS, the use of Imperial Highway West between Vista del Mar Boulevard and Aviation Boulevard has caused the deterioration of pavement conditions on Imperial Highway;

WHEREAS, EL SEGUNDO and LOS ANGELES share an interest in ensuring that Imperial Highway West pavement conditions remain acceptable for airport and general traffic;

WHEREAS, EL SEGUNDO and LOS ANGELES believe that there may be a growing issue with LAX users parking on streets in EL SEGUNDO and then using transportation network companies and other modes to get to LAX, which may be causing a loss of parking revenue for LAWA and traffic and parking effects in EL SEGUNDO;

WHEREAS, EL SEGUNDO and LOS ANGELES share an interest in assuring that LAX users use airport parking rather than EL SEGUNDO streets for parking; and

WHEREAS, EL SEGUNDO and LOS ANGELES agree that a study of parking on EL SEGUNDO streets by LAX users would be beneficial;

NOW, THEREFORE, in consideration of and in reliance upon the mutual covenants of the Parties expressed in this Agreement, the Parties agree as follows:

SECTION I: GENERAL PROVISIONS

- A. **Recitals True and Correct.** The above recitals are true and correct and are hereby incorporated as part of this Agreement.
- B. **Regulatory Prohibitions.** Notwithstanding any provision of this Agreement, LOS ANGELES will not be required to expend any funds or take any actions that are prohibited or disapproved by the FAA or any other regulatory agency or by any local, state or federal law, regulation or requirement. Notwithstanding any provision of this Agreement, LOS ANGELES will not be required by this Agreement, either directly or indirectly, to take any action that would constitute (i) a violation of any FAA grant assurance entered into by LOS ANGELES or (ii) a waiver of LOS ANGELES' Police Power.
- C. **No Third-Party Beneficiaries.** Except as otherwise provided in Section II.A of this Agreement, this Agreement has no third-party beneficiaries, and no one other than the Parties will have any right to enforce any of the obligations created by this Agreement.
- D. **Term.** The provisions of this Agreement shall be operational through December 31, 2030.

SECTION II: EL SEGUNDO COMMITMENTS AND OBLIGATIONS

A. Covenant Not To Sue.

1. EL SEGUNDO covenants and agrees that it will not directly or indirectly commence, prosecute, intervene in, participate in, or fund any lawsuits or administrative proceeding or process against LOS ANGELES (including LAWA, the BOAC, City Council or other City of Los Angeles Department or entity) or any other local, state, or federal entity that
 - a. Involve the review and approval by LOS ANGELES or any other local, state or federal agency (pursuant to CEQA, NEPA, the Clean Air Act, Section 4(f) of the Department of Transportation Act, the NHPA and other federal, state, and local laws) of the LAMP or any project within the LAMP (as defined herein and in **Exhibit A**); and/or
 - b. Could delay, prevent, impede, alter or affect in any way the approval or implementation of the LAMP or any project within the LAMP (as defined herein and in **Exhibit A**).
2. The restrictions in Section II.A.1, above, do not preclude EL SEGUNDO from:
 - a. Having informal oral discussions with LAWA staff potentially related to the LAMP.
 - b. Participating in or taking any action related to (a) any California Department of Transportation noise variance proceedings that do not directly relate to LAMP elements (defined in Exhibit A), (b) any FAA NEPA or LAWA CEQA environmental review processes for projects other than LAMP elements (defined in Exhibit A); this includes environmental review for projects not within the scope of Exhibit A that may connect to a LAMP element, and (c) the development of a major facility at Continental City.
3. EL SEGUNDO acknowledges and agrees that LOS ANGELES and any local, state or federal agency that is subject to a lawsuit, administrative complaint or intervention described in this Covenant Not to Sue may plead this Agreement as a defense to any such litigation, administrative complaint or intervention. In such a case, EL SEGUNDO agrees that LOS ANGELES (including, but not limited to, LAWA), and/or the other local, state or federal entity(ies) would also be entitled to all remedies available in equity including, but not limited to, injunctive relief and specific performance of this Agreement including immediate dismissal of any such litigation, administrative complaint or intervention.

B. EL SEGUNDO to Supply Data

Within 30 days of execution, EL SEGUNDO shall provide to LAWA a full copy set in electronic form of the final version of all the following data and information identified below:

1. Resolutions and Ordinances adopted by the EL SEGUNDO City Council relating to regulation of parking within the areas of EL SEGUNDO to be studied as described in section III(B), below.;
2. Any available analysis of the appropriate boundaries of the area to be studied as described in section III(B), below ; and
3. Any other available parking information it or its consultants have compiled for purposes of analyzing parking issues within El Segundo, related to LAX users.

If EL SEGUNDO, during the term of this Agreement, obtains any further consultant or technical data relating to parking within El Segundo specific to LAX users (for example LAX users are specifically studied or identifiable), EL SEGUNDO shall notify LAWA, and upon LAWA's request, promptly provide such information to LAWA.

C. Projects May be Used as Mitigation.

EL SEGUNDO acknowledges and agrees that LOS ANGELES shall be able to identify, consider and apply any projects funded pursuant to this Agreement, as it may be amended, as mitigation measures for the LAMP and other LAX projects.

D. Audit.

EL SEGUNDO recognizes that from time to time the FAA or the Office of Inspector General of the U.S. Department of Transportation ("OIG") may conduct audits of financial transactions affecting LAWA to determine whether LOS ANGELES is complying with applicable federal aviation law, including 49 U.S.C. § 47107(b) and the Federal Aviation Administration Policy and Procedures Concerning the Use of Airport Revenue. EL SEGUNDO agrees to fully respond and cooperate with LAWA in the event of any such audits by the FAA or OIG, including, but not limited to, any such audits of the financial transactions that are the subject of this Agreement. EL SEGUNDO agrees to maintain for a period of not less than six years all documentation necessary to ensure compliance with all applicable FAA regulatory requirements and promptly to provide such documentation to LAWA upon request.

SECTION III: LOS ANGELES COMMITMENTS AND OBLIGATIONS

A. Imperial Highway West.

1. LOS ANGELES will, by the second quarter of 2018, commence work on rehabilitation and preventative maintenance of Imperial Highway West in the City of Los Angeles generally between Vista Del Mar and Aviation. Work will be performed in compliance with the Public Works Standards, Inc., "Standard Specifications for Public Works Construction" ("Greenbook"). The rehabilitation and preventative maintenance shall be designed to achieve a Pavement Condition Index ("PCI") of 100% upon completion of the work.
2. The work referenced in Section III.A.1 will be performed in areas owned and maintained by the City of Los Angeles as follows:

Street Limits	Lane Miles	Work Required
Imperial Hwy S. Roadway Sepulveda to California	Approx. 1.38 miles	Slurry
Imperial Hwy S. Roadway California to Airport Terminal Entrance	Approx. .99 mile	Resurfacing
Imperial Hwy S. Roadway Airport Terminal Entrance to Vista Del Mar	Approx. 3.65 miles	Slurry
Imperial Hwy N. Roadway Sepulveda to California	Approx. 1.74 miles	Slurry
Imperial Hwy N. Roadway California St. to Vista Del Mar	Approx. 4.65 miles	Resurfacing
Imperial Hwy N. Roadway Aviation to Sepulveda	Approx. 3.82 miles	Resurfacing
Total	Approx. 16.23 miles	

LOS ANGELES' resurfacing and preventative maintenance obligations under this Section III.A shall not exceed \$1,901,525, including costs for design, engineering, permitting, construction, and contingencies. If such costs for the reconstruction and preventative maintenance work in Section III.A.1 exceed \$1,901,525, LOS ANGELES shall spend \$1,901,525 for reconstruction and preventative maintenance work on the Imperial Highway generally between Aviation and Vista Del Mar Boulevard that, in its sole discretion and judgment, would result in the greatest improvement in PCI for the roadway segments identified in Section III.A.2. If LOS ANGELES adjusts the scope of the reconstruction and preventative maintenance work in this manner, it will promptly provide EL SEGUNDO with detailed information about the costs, scope/description of work performed within the \$1.9 million cap.

B. El Segundo Street Parking Study.

1. Within 120 days of the execution of this Agreement, LAWA will initiate a parking study in a budgeted amount up to \$50,000 to determine (a) the extent to which LAX users (passengers, employees, etc.) are parking on public streets in El Segundo and using transportation network companies, ride share, taxi, transit, or other modes to access LAX rather than using airport parking; and (b) measures that LAWA and/or EL SEGUNDO could undertake to reduce street parking in EL SEGUNDO by LAX users (including, but not limited to, residential preferential permit parking programs).
2. Prior to undertaking the study, and during the course of the study, LAWA shall consult and coordinate with EL SEGUNDO regarding the scope, methodology, consultant selection, data collection, and other elements of the study.
3. LAWA shall provide El Segundo with a draft, including underlying data, for review and comment within ninety (90) days of commencement of the study. LAWA will complete the study within a reasonable period of time after El Segundo provides its comments and will provide El Segundo with a final version of the study report.

C. Within 60 days of execution of this agreement, LAWA will provide to El Segundo \$20,000 to cover the cost of consultant fees and technical fees for the data and information identified in Section II.B.

D. Subject to Federal, State and Local Laws. LOS ANGELES's obligations under this Agreement are subject to federal, state and local laws and approval by FAA.

SECTION IV: DISPUTE RESOLUTION AND ENFORCEMENT

A. Preliminary Enforcement Procedures.

1. **Applicability.** These preliminary enforcement procedures in this Section IV.A do not apply to any actual or alleged violations of Section II.A (Covenant Not to Sue), but shall apply to all other disputes and alleged defaults under this Agreement.
2. **Right to Cure.** If any Party believes that another Party's performance is in default of the Party's obligations under this Agreement, the Party shall provide written notice to the other Party of the alleged default; offer to meet and confer in a good faith effort to resolve the issue; and provide the other Party 60 days to cure the alleged default commencing at the time of receipt of the notice of a properly detailed written default notice. Any

notice given under this Agreement will specify in reasonable detail the nature of the alleged default and, where appropriate, the manner in which the alleged default satisfactorily may be cured. If the FAA or any other regulatory authority determines that LOS ANGELES's performance under this Settlement is prohibited or would result in withholding or demand for remittance of federal funds, LOS ANGELES's failure to perform shall not constitute a default under this Agreement.

3. **Mediation.** If an alleged default in performance has not been cured within the 60-day period provided in Section IV.A.2 of this Agreement, either Party may request that the dispute first be submitted to mediation prior to judicial enforcement. The party requesting mediation shall pay for the services of the mediator. If mediation is requested by any Party, all Parties shall make a good faith effort to first resolve through mediation any dispute about another Party's alleged default in performance. The Parties will commence mediation within 15 days of notice of the mediation and joint identification of the mediator and shall conclude mediation within 45 days of its commencement. Each Party shall bear its own fees and costs relating to the mediation.

B. Effects of EL SEGUNDO Violation of Obligations and/or Commitments Regarding the Covenant Not To Sue and LOS ANGELES Violation of Obligation and/or Commitment To Commence Work on Rehabilitation and Preventative Maintenance of Imperial Highway West.

1. If EL SEGUNDO violates the obligations or commitments set forth in Section II.A. of this Agreement by commencing, prosecuting, funding, participating, or intervening in any lawsuit or administrative proceeding or process against LOS ANGELES (including LAWA, the BOAC, City Council or other City of Los Angeles Department or entity) or any other local, state, or federal entity and EL SEGUNDO does not cure such violations within five (5) business days from the date LAWA provides written notice of the violation(s):
 - a. LOS ANGELES (including, but not limited to, the City Council, the Board of Airport Commissioners and LAWA) shall have no further obligations whatsoever under this Agreement; and
 - b. EL SEGUNDO will, within 90 days, (i) repay LAWA the amounts it paid pursuant to section III(B) [up to \$50,000 for parking study] and III(C) [\$20,000 for data and fees] and (ii) pay to LAWA \$100,000 in liquidated damages associated with any delay to the LAMP Project.
2. If LOS ANGELES violates the obligations or commitments set forth in Section III.A. of this Agreement by failing to commence work on

rehabilitation and preventative maintenance of Imperial Highway West in the City of Los Angeles by the second quarter of 2018 (June 30, 2018) and LOS ANGELES does not cure such violation within 90 days from the date EL SEGUNDO provides written notice of the violation(s), EL SEGUNDO shall have no further obligations whatsoever under this Agreement.

C. Judicial Enforcement.

1. **Immediate Enforcement of Certain Provisions.** Notwithstanding any other provision of this Agreement, LOS ANGELES may seek immediate judicial enforcement of any alleged violations under Section II.A subject to the notice and opportunity to cure provided in Section IV.B.1.
2. **Specific Performance Sole Remedy.** The only relief that any Party may request in the event of a breach of this Agreement will be an order compelling specific performance (including, but not limited to, injunction or dismissal under Sections II.A and IV.B of this Agreement) including an order compelling the payments required under Sections III.C and IV.B.1.b of this Agreement. No Party may seek monetary damages of any kind as a result of any alleged breach of this Agreement, other than those identified in Sections III.C and IV.B.1.b.

SECTION V: NOTICES

All notices will be in writing and will be addressed to the affected Party at the addresses set forth below. Notices will be: (a) delivered by in-person service to the addresses set forth below, in which case they will be deemed delivered on the date of delivery, as evidenced by the written report of the courier service, or (b) sent by certified mail, return receipt requested, in which case they will be deemed delivered three business days after deposit in the United States mail. Any Party may change its address or the name and address of its attorneys by giving notice in compliance with this Agreement. Notice of a change will be effective only upon receipt. Notice given on behalf of a Party by any attorney purporting to represent a Party will constitute notice by the Party if the attorney is, in fact, authorized to represent the Party. The addresses of the Parties and their attorneys are:

If to LOS ANGELES:

Chief Executive Officer
Los Angeles World Airports
1 World Way
P.O. Box 92216
Los Angeles, California 90009-2216

With a copy to:

General Counsel to the Airport Division
1 World Way
Los Angeles; California 90045

If to EL SEGUNDO:

City Manager
350 Main Street
EL SEGUNDO, CA 90245

City Attorney
350 Main Street
EL SEGUNDO, CA 90245

With a copy to:

City Clerk
350 Main Street
EL SEGUNDO, CA 90245

SECTION VI: MISCELLANEOUS

- A. **Legal Fees and Costs.** Each Party will bear its own legal fees and costs resulting from the preparation, negotiation, and execution of this Agreement. The prevailing party in any judicial enforcement action pursuant to Section IV.C of this Agreement shall be entitled to recover reasonable attorneys' fees and costs.
- B. **Waiver.** The waiver of any provision or term of this Agreement will not be deemed a waiver of any other provision or term of this Agreement. The mere passage of time, or failure to act upon a default, will not be deemed a waiver of any provision or term of this Agreement.
- C. **Representation by Counsel.** Each of the Parties has been represented by counsel in the negotiation and drafting of this Agreement. Accordingly, this Agreement will not be strictly construed against any Party, and the rule of construction that any ambiguities be resolved against the drafting Party will not apply to this Agreement.
- D. **Interpretation.** Specific provisions of this Agreement will take precedence over conflicting general provisions.
- E. **California Law.** This Agreement will be construed in accordance with the laws of the State of California.
- F. **Entire Agreement.** This Agreement contains the entire agreement between the parties and, except as otherwise explicitly provided in this Agreement, supersedes

any prior agreements related to the subject matters contained herein, whether written or oral. This Agreement explicitly does not supersede any agreements between LOS ANGELES and EL SEGUNDO that are unrelated to the subject matters contained herein. This Agreement does not supersede any provisions of the 2006 Stipulated Settlement Agreement that remain effective as of the date of execution of this Agreement.

- G. Authority of Signatories.** The individuals executing this Agreement represent and warrant that they have the authority to sign on behalf of the respective Party for which they have executed this Agreement.
- H. Binding and Enforceable Upon Signature.** As to any Party, this Agreement will be binding upon, and as of the date of, the Party's execution of this Agreement. This Agreement will be enforceable by any Party and each Party's respective successors and assigns.
- I. Amendments.** This Agreement may not be altered, amended or modified, except by an instrument in writing signed by each of the Parties.
- J. Counterparts.** This Agreement may be executed in two or more counterparts, each of which may be deemed an original, but all of which will constitute one and the same document.
- K. Effective Date.** This Agreement will be effective upon execution by all Parties.
- L. Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will continue in full force and effect.
- M. Assignment, Successors and Assigns.** This Agreement may not be assigned without the written consent of the other Party. If properly assigned, this Agreement will bind and inure to the benefit of the agents, assigns, and successors-in-interest of each Party.

Remainder Of This Page Intentionally Left Blank; Signature Page Follows.

APPROVED AS TO FORM:
MICHAEL N. FEUER
City Attorney

Date: December 7, 2017
By: Joyanne E. Gray
Deputy/Assistant City Attorney

LOS ANGELES WORLD AIRPORTS

Date: 12/7/17
By: [Signature]
Chief Executive Officer
Department of Airports

Date: 12/7/17
By: [Signature]
Comptroller CFO
Department of Airports

APPROVED AS TO FORM:
MICHAEL N. FEUER
City Attorney

Date: December 7, 2017
By: [Signature]
Deputy/Assistant City Attorney

CITY OF LOS ANGELES

Date: DEC 12 2017
By: E. G. [Signature]

APPROVED AS TO FORM:
~~MARK HENSLEY~~ OSA WOLFF
~~City Attorney~~ Outside Counsel

Date: 9/18/2017
By: [Signature]

CITY OF EL SEGUNDO

Date: _____
By: _____
SUZANNE FUENTES
MAYOR

APPROVED AS TO FORM:
MICHAEL N. FEUER
City Attorney

Date: _____

By: _____
Deputy/Assistant City Attorney

LOS ANGELES WORLD AIRPORTS

Date: _____

By: _____
Chief Executive Officer
Department of Airports

Date: _____

By: _____
Comptroller
Department of Airports

APPROVED AS TO FORM:
MICHAEL N. FEUER
City Attorney

Date: _____

By: _____
Deputy/Assistant City Attorney

CITY OF LOS ANGELES
DEC 12 2017

Date: _____

By: EC _____

APPROVED AS TO FORM:
MARK HENSLEY
City Attorney

Date: _____

By: _____

CITY OF EL SEGUNDO

Date: 9-18-17 _____

By: [Signature] _____
SUZANNE FUENTES
MAYOR - Pro-Tem

Draw Boyles

EXHIBIT

Exhibit A: Description of LAMP

EXHIBIT A:

DESCRIPTION OF LAMP

This exhibit broadly identifies the approximate conceptual nature, elements, scope, size and capacity of the Landside Access Modernization Program ("LAMP") for Los Angeles International Airport ("LAX"). A Notice of Preparation for the LAMP Project EIR was issued on February 4, 2015, the draft EIR was issued September 15, 2016, and the Final EIR was issued on February 15, 2016. The LAWA Board of Airport Commissioners (BOAC) certified the EIR on March 2, 2017. The parties acknowledge and agree that the LAMP Project will continue to evolve during design and construction, which may result in some changes regarding the LAMP project elements. Such changes are included within the scope of this Exhibit A so long as they continue to perform substantially the same functions.¹

PROJECT COMPONENT	GENERAL LOCATION
APM System	The APM would extend approximately 2.25 miles generally from the western end of the CTA along Center Way to S. Sepulveda Boulevard and then onto W. Century Boulevard to Vicksburg, Avenue. The APM would then turn north to W. 96 th Street and east along W. 96 th Street to the CONRAC. The APM also includes a Maintenance and Storage Facility.
ITF West	The ITF West facility would be located generally in the area bound by W. 96 th Street to the south, Airport Boulevard to the east, Westchester Parkway/W. Arbor Vitae Street to the north, and extend past Jenny Avenue to the west.
ITF East	The ITF East facility would be located generally east of Aviation Boulevard between W. 96 th and W. 98 th Streets.
CONRAC Facility	The CONRAC would be located west of I-405, north of W. Century Boulevard, east of Aviation Boulevard and south of W. Arbor Vitae Street.
Roadway Improvements	<p>A series of roadway improvements would occur generally in the areas of:</p> <ul style="list-style-type: none">• S. Sepulveda Boulevard and W. Century Boulevard, just east of the CTA;• Areas east of the CTA, bound generally by W. Century Boulevard to the south, S. Sepulveda Boulevard to the west, the I-405 to the east and Westchester Parkway/W. Arbor Vitae Street to the north; and• Areas north of Imperial Highway east of Aviation Boulevard to 111th Street.

¹ The term "CTA" refers to the Central Terminal Area at LAX. The term "TBIT" refers to the Tom Bradley Terminal at LAX.

PROJECT COMPONENT	GENERAL LOCATION
Terminal Cores and Pedestrian Walkways	<ul style="list-style-type: none"> • Passenger walkway systems connecting the APM stations to passenger terminals, parking garages, and ground transportation facilities • Modifications to existing passenger terminals and parking garages to support the APM walkway system connections, including vertical circulation (elevators, escalators, and stairs) cores to all garage levels and to the arrival, departure, and concourse levels at the terminals.

Automated People Mover and Associated Facilities

PROJECT COMPONENT	DESCRIPTION
APM Guideway	<ul style="list-style-type: none"> • The APM would operate 24 hours a day, 7 days a week • Free to passengers, employees and the public • Varying width guideway extending from the western area of the CTA to Manchester Square • The APM would have up to 5 cars per train
West CTA Station	<ul style="list-style-type: none"> • Located between existing parking garages P3 and P4, east of TBIT
Replacement Parking Garages near West CTA Station	<ul style="list-style-type: none"> • Reconstruction of the garages with approximately 160 new spaces
Center CTA Station	<ul style="list-style-type: none"> • Located generally north of the existing Central Utility Plant, south of parking garage P2A
East CTA Station	<ul style="list-style-type: none"> • Located generally between existing parking garages P1 and P7
ITF West Station	<ul style="list-style-type: none"> • Located generally north of West 98th Street, west of Airport, south of Westchester Parkway. • A pedestrian walkway connects APM station to the public parking garage • A vertical circulation core consisting of elevators, escalators, and egress stairs, would provide passengers access to the ground level • Pick up and drop off curb area for commercial and private vehicles
ITF East APM Station	<ul style="list-style-type: none"> • Located generally north of Century, east of Aviation Boulevard, south of West Arbor Vitae and west of the CONRAC. • A pedestrian walkway connects the APM to the public parking garage and to the CONRAC as well as Airport Metro Connector station being built by Metro • A vertical circulation core consisting of elevators, escalators, and egress stairs, would provide passengers access to the ground level
CONRAC APM Station	<ul style="list-style-type: none"> • Located generally south of West Arbor Vitae Street, east of Aviation Boulevard, north of West Century Boulevard and West

	<p>of La Cienega Boulevard,</p> <ul style="list-style-type: none"> • A pedestrian walkway connects to the CONRAC • A vertical circulation core consisting of elevators, escalators, and egress stairs, would provide passengers access to the ground level
Pedestrian Walkways	<ul style="list-style-type: none"> • Connect APM stations to terminals and parking garages
Vertical Circulation Cores	<ul style="list-style-type: none"> • Located at the interface of each pedestrian walkway and terminal/parking garage • Can accommodate elevators, escalators, and stairs
Maintenance and Storage Facility	<ul style="list-style-type: none"> • Facility to support the operations and maintenance of the APM operating system in Belford Square
Traction Power Substations	<ul style="list-style-type: none"> • Three to five substations to provide power to the APM guideway and trains • Located in the general vicinity of the East CTA Station, ITF West, ITF East, and/or APM Maintenance and Storage Facility

ITF West

PROJECT COMPONENT	DESCRIPTION
Curb Space	<ul style="list-style-type: none"> Provide areas where airport shuttles and private vehicles can transfer airport users to the APM system
Public Parking Garage	<ul style="list-style-type: none"> Approximately 8,000 parking spaces
Reconfiguration and Relocation of Lot C to Accommodate ITF	<ul style="list-style-type: none"> Reconfiguration and relocation of current Lot C functions

ITF East

PROJECT COMPONENT	DESCRIPTION
Curb Space	<ul style="list-style-type: none"> Areas where airport shuttles and private vehicles can transfer airport users to the APM system
Short-term layover parking	<ul style="list-style-type: none"> Located north of the proposed APM station
Parking Garage	<ul style="list-style-type: none"> Approximately 8,300 parking spaces
AMC Station	<ul style="list-style-type: none"> Connects to future AMC Metro station developed by Metro as a separate project

CONRAC

PROJECT COMPONENT	DESCRIPTION
CONRAC	
Customer Service Building	<ul style="list-style-type: none"> Area where customers pick up rental contracts
Rental Car Ready/Return Parking Area	<ul style="list-style-type: none"> Area where public picks up and drops off vehicles Approximately 8,000 parking spaces for rental car vehicles
Quick Turnaround Area (QTA)	<ul style="list-style-type: none"> Two separate structures containing fueling, car wash and maintenance facilities
Vehicle Storage Area	<ul style="list-style-type: none"> Approximately 10000 overflow spaces; 2,200 spaces above the Idle Storage Area that can be used for employee parking if not used for rental car storage
QTA Support and Additional Site Functions	<ul style="list-style-type: none"> Approximately 340 parking spaces Houses equipment and systems to support operations of the QTA
Employee and Visitor Parking	<ul style="list-style-type: none"> Approximately 1,200 parking spaces
Bus Plaza	<ul style="list-style-type: none"> Approximately 12 bus bays

Major Roadway Improvements – Phase 1

ROADWAY	APPROXIMATE LOCATION
New Roadways	
New “A” St	Century Blvd to Westchester Pkwy/ W. Arbor Vitae Street
New “B” St	New “A” St to Airport Blvd
New “C” St	Imperial Hwy and W. 111 th St
New “D” St	W. 96 th St to W. Arbor Vitae St
New 98th St	Bellanca Ave to La Cienega Blvd
New Concourse Way	Century Blvd to New 98 th St
Improvements to Existing Roadways	
Sepulveda Blvd	Sepulveda Tunnel to W. 96 th St
Airport Blvd	W. 98 th St to West Arbor Vitae St
West Arbor Vitae St	Airport Blvd to La Cienega Blvd
West 96th St	Airport Blvd to Bellanca Ave
West 98th St	New “A” St to Bellanca Ave
Century Blvd	New “A” St. to Aviation Blvd
Aviation Blvd	Century Blvd to West Arbor Vitae St
La Cienega Blvd	Century Blvd to W. Arbor Vitae St

Major Roadway Improvements – Phase 2

IMPROVEMENTS TO EXISTING ROADWAYS	APPROXIMATE LOCATION
S. Sepulveda Boulevard	LAX Airport Tunnel to W. 96 th Street
Northbound S. Sepulveda Boulevard to eastbound W. Century Boulevard Ramp	N/A
Westbound W. Century Boulevard	New “A” Street to World Way
Westbound W. Century Boulevard Viaduct to World Way	N/A
Eastbound World Way (Arrivals) to southbound S. Sepulveda Boulevard Ramp	N/A
Eastbound World Way (Departures) to southbound S. Sepulveda Boulevard Ramp (join existing ramp)	N/A
Eastbound World Way (Arrivals & Departures)	W. Century Boulevard and to New “A” Street
Eastbound World Way (Departures) to northbound S. Sepulveda Boulevard Ramp	N/A

Other Project Components

Component	Description
Utilities	<ul style="list-style-type: none">• Utility improvements and relocations are required to support the construction and operation of the proposed Project facilities.
Operations (this list is not all inclusive)	<ul style="list-style-type: none">• Policy changes may include, without limitation, changes to fees, pricing, licenses, traffic patterns, and agreements with various commercial vehicle operators at LAX• Policy changes may include, without limitation, fees and prices imposed on the general public for roadway access and/or parking at LAX facilities• Travel Demand Management (TDM) Program, Transportation Management Association; LAX – Area Employee Mobility Choice Program
Mitigation Measures	<ul style="list-style-type: none">• As part of the environmental process, mitigation measures to reduce or eliminate significant impacts would be incorporated into the proposed Project.

Acquisition Properties (may change during design and engineering)

In order to facilitate the construction of the LAMP Project, acquisition of several properties located along the APM, CONRAC, and roadways, including property right-of-way for curb cuts, and billboards, is required. LAWA will acquire many of these properties as part of the existing relocation program underway to mitigate aircraft noise impacts on area residences, as part of the LAWA's Aircraft Noise Mitigation Program (ANMP). Should the land acquisition under the existing ANMP Relocation Plan not be completed by the time the proposed Project is approved and advanced into implementation, LAWA would begin to explore practical measures, including voluntary acquisition, leasing, and/or eminent domain to ensure designated areas are vacated consistent with LAMP's construction sequencing plan.

Enabling Projects

It is expected that construction of the LAMP project would require demolition of several existing facilities, some of which would be reconstructed. These enabling projects include but are not limited to three parking garages within the CTA that would be demolished and reconstructed, including Parking Garage P2A, Parking Garage P2B and Parking Garage P5. The Bob Hope Hollywood United Service Organizations would be demolished and relocated. The restaurant building at 9601 Airport Boulevard would be demolished, the metro Bus Terminal on 96th Street would be demolished and the facility would be relocated. The Delta Hangar complex would be demolished and relocated as would the Reliant Medical Center and the DEA offices. These enabling projects would also include various roadway work and utility relocations in the general vicinity of the Project.

LAMP Entitlements

As part of the LAMP Project, LAWA is seeking to amend the LAX Plan, LAX Specific Plan, Westchester-Playa del Rey Community Plan, Mobility Plan 2035, other plans, and seek various entitlements including zone changes, tract maps and ultimately modify LAWA's Ground Transportation Permit Program. These plan amendments and entitlements include all those referenced in the LAMP EIR and otherwise necessary for or related to LAMP implementation.

LAMP Phase 2: Potential Future Related Development

As part of the LAMP Project, LAWA analyzed potential future related development on residual parcels of LAWA land that may become available after Phase 1 construction. Pursuant to the LAMP DEIR and FEIR and in compliance with CEQA, LAWA analyzed at a program level 900,000 sq feet of potential related development as part of Phase 2. The potential use includes:

POTENTIAL USE	APPROXIMATE SIZE (SQ. FT.)²
Office Space	
Hotel (approximately 400 rooms)	
Commercial Space	
Conference Center	
Total	900,000

914326.1

² For purposes of this chart, the term approximate includes up to, but not exceeding, ten (10) percent more than the total 900,000 square feet listed.