

**BOARD REPORT
CITY OF LOS ANGELES
DEPARTMENT OF TRANSPORTATION**

Date: June 11, 2026

To: Board of Transportation Commissioners

From: Laura Rubio-Cornejo, General Manager
Department of Transportation



Subject: **AUTHORITY TO REINSTATE AND AMEND THE EXCLUSIVE NEGOTIATION AGREEMENT WITH GTM HOLDINGS, LLC (C-130926)**

SUMMARY

The Los Angeles Department of Transportation (LADOT) requests authority to reinstate and amend the Exclusive Negotiation Agreement (ENA) between GTM Holdings, LLC, and the City of Los Angeles, acting by and through the Los Angeles Housing Department (LAHD) and LADOT, for Municipal Parking Lots No. 660 and 661 in the Lincoln Heights area of Council District (CD) 1.

RECOMMENDATION

That the Board **AUTHORIZE** LADOT to **REINSTATE** and **AMEND** the ENA from August 4, 2024, to December 31, 2026.

BACKGROUND

In 2016, City Council approved the Affordable Housing Opportunities Sites (AHOS) Initiative (CF-16-0600-S145) and proposed the utilization of City-owned land for affordable or homeless housing. Five LADOT municipal parking facilities in Lincoln Heights were identified as development potentials under AHOS, Lots No. 658, 659, 660, 661, and 697. As part of the AHOS Initiative, the City Administrative Office (CAO) issued a Request for Qualifications (RFQ) and identified a list of approved developers for the disposition of City-owned land. GTM Holdings and WORKS were selected as the recommended developers to enter into an ENA for the disposition of Lots No. 658, 659, 660, 661, and 697.

On March 7, 2018, an ENA (C-130926) was executed between GTM Holdings and the City, with a term from March 7, 2018, to February 25, 2020. On January 4, 2024, the ENA was reinstated from August 4, 2023, to August 4, 2024 (Attachment A). As a result, Municipal Parking Lot No. 658 was transferred to LAHD for a housing development without replacement parking in September 2025. LAHD is now requesting to amend and reinstate the ENA for the disposition of two of the remaining four lots identified under AHOS Initiative, Lot No. 660 and Lot No. 661 (Attachment B), with a contract term from August 4, 2024, to December 31, 2026. According to LAHD, the developer received United to House LA funding for both Lots No. 661 and 660 and is in the process of requesting state tax credits.

Lot No. 660 generated \$29,480 in revenue during Fiscal Year 2024-25. Following a 60 percent rate increase on August 1, 2025, Lot No. 660 generated \$34,318 between August 1, 2025 and April 30 2026. Lot No. 661, which transitioned to paid parking with new paystations on March 12, 2026, generated

\$1,603 in revenue through May 12, 2026. The anticipated revenue loss for Fiscal Year 2025-2026 is \$44,350 for both lots.

DISCUSSION

LADOT PARKING ANALYSIS

To assess the potential impacts on the surrounding community and local businesses, LADOT conducted a comprehensive parking utilization study of all LADOT facilities in Lincoln Heights within 0.3 miles of the project sites, including both off-street parking lots and surrounding on-street parking (Attachment C). As part of this effort, LADOT conducted parking occupancy counts for the six Lincoln Heights lots each day from April 20-25 at 9:00 am, 12:00 pm, 3:00 pm, and 6:00 pm, capturing both weekdays and weekend conditions.

Lot #	Total Spaces	Weekday Occupancy	Weekend Occupancy
660	51	80% - 100%	5% - 10%
661	46	15% - 28%	28% - 46%
628	24	60% - 90%	45% - 75%
657	37	35% - 100%	75% - 97%
659	79	10% - 22%	15% - 30%
697	28	15% - 35%	15% - 32%

PROPOSED DISPOSITION SITES

LADOT Lot No. 660

LADOT Lot No. 660 is an off-street parking facility located at 154 S Avenue 24. The lot contains 51 spaces, including three ADA-compliant spaces. Parking is available daily from 7:00 am to 9:00 pm, with a mix of two-hour and all-day limits. Rates are set at \$0.40 per 30 minutes, capped at a daily maximum of \$6.40. The utilization study indicated that Lot No. 660 operates at near-full capacity during the weekdays, with occupancy between 80 and 100 percent, before declining over the weekend. This facility primarily serves the Unicare Community Health Center and the adjacent pharmacy.

The near-full weekday occupancy strongly suggests the facility functions as critical access infrastructure for patients, caregivers, medical staff, and pharmacy users. Eliminating this parking supply could create barriers to healthcare access, particularly to seniors, families, individuals with disabilities, and patients with mobility limitations who rely on convenient proximate parking for medical appointments and prescription services. While utilization decreases on weekends, weekday demand indicates that the lot is functioning as intended and serves a vital public need rather than excess parking inventory.

LADOT Lot No. 661

LADOT Lot No. 661 is an off-street parking facility located at 2416 Workman Street. The lot contains 46 spaces, including two ADA-compliant spaces. Parking is available daily from 8:00 am to 9:00 pm, with a mix of two-hour and all-day limits. Rates are set at \$0.25 per 30 minutes, capped at a \$5.00 daily maximum.

Although Lot No. 661 exhibits lower utilization than Lot. No. 660, averaging approximately 22 percent weekday occupancy and 38 percent weekend occupancy, the lot continues to serve an important role in supporting neighborhood parking needs. The increased weekend utilization suggests the lot functions in part as community and residential overflow parking, helping absorb demand generated by nearby residences, local visitors, neighborhood-serving businesses, and corridor activity. In mixed-use communities such as Lincoln Heights, parking demand fluctuates by time of day and day of week, and lower weekday utilization should not automatically be interpreted as surplus capacity.

*NEARBY LADOT FACILITIES*LADOT Lot No. 628

LADOT Lot No. 628 is an off-street parking facility located at 2418 Daly Street, situated one block from both Lots No. 660 and 661. The lot contains only 24 spaces, including one ADA-compliant space and four EV charging stations. Parking is available daily from 7:00 am to 9:00 pm with a two-hour parking limit, and rates are set at \$0.40 per 30 minutes. The facility currently accommodates seven monthly permit parking spaces for Department of Water and Power Customer Service Center employees, reducing the number of spaces available to the general public.

Importantly, Lot No. 628 already experiences moderate to high utilization, with weekday occupancy ranging from 60 to 90 percent and weekend occupancy averaging approximately 60 percent. Given its small size, existing permit obligations, EV-designated spaces, and relatively high baseline occupancy, Lot no. 628 has limited operational flexibility to absorb displaced users from Lot Nos. 660 and 661 without causing parking shortages.

LADOT Lot No. 657

LADOT Lot No. 657 is an off-street parking facility located at 221 Avenue 22, situated within approximately 0.3 miles of Lots No. 660 and 661. The lot contains 37 spaces, including two ADA-compliant spaces and four EV charging stations. Parking is available daily from 8:00 am to 9:00 pm, with a mix of two-hour and all-day limits. Rates are set at \$0.40 per 30 minutes, capped at a daily maximum of \$6.40.

The facility demonstrates consistently high parking demand, with weekday occupancy ranging from 35 to 100 percent, and weekend occupancy between 75 and 97 percent. The frequent occurrence of near-full

utilization indicates that the lot already operates at or near practical capacity during peak periods. Because parking occupancy periodically reaches 100 percent, Lot No. 657 cannot reasonably be relied upon to absorb displaced parking demand from the removal of Lots. No. 660 and 661 without creating operational deficiencies for existing users. The lot also serves the neighborhood's commercial businesses and community, which generate substantial weekend demand, further constraining available capacity. Moreover, requiring medical patients, residents, or patrons to park farther from their destination may affect seniors, individuals with mobility limitations, and families with children who depend on nearby parking.

LADOT Lot No. 659

LADOT Lot No. 659 is an off-street parking facility at 2334 Daly Street, one block from Lots Nos. 660 and 661. The lot contains 79 spaces, including four ADA-compliant spaces. Parking is available daily from 7:00 am to 9:00 pm, with a mix of two-hour and all-day limits. Rates are set at \$0.40 per 30 minutes, capped at a daily maximum of \$6.40.

The facility experienced a notable reduction in occupancy following the closure of the adjacent 99 Cents Only Store in 2024, which significantly altered parking demand in the immediate area. Current weekday occupancy ranges from 10 to 22 percent, with weekend occupancy averaging approximately 22 percent; however, this reduced utilization may reflect a temporary economic condition rather than permanent surplus parking capacity. More importantly, Lot No. 659 cannot be considered a dependable long-term replacement parking resource because two of the four parcels comprising the lot are owned by the Department of Recreation and Parks (RAP). Should RAP reclaim its parcels for future recreational or operational purposes, parking capacity could be reduced by approximately half, limiting LADOT's ability to depend on the site to offset parking losses elsewhere. Additionally, the lot is geographically concentrated in one area, and shifting parking demand from Lots 660 and 661 to Lot 659 may reduce convenience and accessibility for healthcare users, neighborhood patrons, and residents who rely on parking near their destinations.

LADOT Lot No. 697

LADOT Lot No. 697 is an off-street parking facility located at 2332 Daly Street, situated one block south of Lots No. 660 and 661. The lot contains 28 spaces, including two ADA-compliant spaces. Parking is available daily from 8:00 am to 9:00 pm, with an all-day parking limit. Rates are set at \$0.25 per 30 minutes, capped at a \$5.00 daily maximum. Although utilization remains lower than some surrounding facilities, weekday occupancy ranges from 15 to 35 percent, with weekend occupancy averaging approximately 24 percent, demonstrating that the lot already supports existing community parking demand.

Given its limited size, Lot 697 alone would be insufficient to absorb the displaced demand from the removal of two parking lots totaling nearly 100 spaces. Further, utilizing this facility as replacement

parking could increase walking distances for users accessing medical services, local businesses, and residences, thereby reducing parking convenience and accessibility.

ON-STREET PARKING

The areas immediately adjacent to these LADOT facilities are within the commercial corridor with metered parking, with the following restrictions:

- 1 Hour Parking 8:00 am - 6:00 pm except Sunday
 - North Broadway
- 1 Hour Parking 8:00 am - 8:00 pm except Sunday
 - Daly Street north of Broadway
- 2 Hour Parking 8:00 am - 8:00 pm except Sunday
 - Avenue 24
 - Workman Street
 - Avenue 22

TRANSIT SERVICE STOPS

- LA Metro Line 45
 - Service provided along North Broadway
- LA Metro Line 251
 - North Broadway and Daly Street
- LADOT DASH Lincoln Heights/Chinatown route
 - North Broadway and Avenue 22
 - North Broadway and Daly Street

FINDINGS

The project scope within the ENA is not subject to any minimum replacement parking requirements. However, the removal of additional public parking facilities in Lincoln Heights will inevitably shift existing parking demand and place additional pressure on the surrounding parking system.

LADOT's parking utilization analysis demonstrates that Lots No. 660 and 661 currently serve a mix of medical, commercial, community, and residential parking needs, including overnight residential overflow parking that is not captured in daytime occupancy counts. The closure of these facilities would redistribute existing parking demand to nearby streets and parking facilities that already operate under varying levels of utilization and operational constraints.

Field assessments conducted by LADOT staff identified a limited supply of alternative public parking options beyond existing LADOT facilities in the immediate vicinity. Nearby private parking lots are generally restricted to employees, tenants, or business patrons and are therefore not reasonably available to absorb displaced public parking demand during peak periods. Furthermore, unrestricted

residential street parking in the surrounding neighborhood already has high occupancy, limiting the capacity of adjacent residential streets to accommodate additional spillover parking. The surrounding commercial corridor is also regulated by one-hour and two-hour parking restrictions, further constraining available curbside parking. While some nearby LADOT lots experience periods of lower occupancy, available capacity is fragmented and constrained by factors such as existing utilization patterns, permit obligations, time limitations, EV-designated spaces, and uncertainty about future availability. As such, nearby facilities cannot be reasonably relied upon as a stable or functionally equivalent replacement for the loss of Lots No. 660 and 661. Additionally, because Lots No. 660 and 661 provide free parking after 9:00 pm, the facilities have historically served as an important source of overnight residential overflow parking, a use not reflected in daytime utilization studies conducted between 9:00 am and 6:00 pm. The loss of this overnight parking resource could disproportionately affect nearby residents by increasing competition for already limited curbside parking, which may result in motorists seeking parking in unauthorized or unsafe locations, potentially increasing instances of illegal parking behaviors, including double parking, parking in red zones, blocking driveways, or parking beyond posted time limits, particularly during peak activity periods and evening hours. Such conditions may adversely affect traffic circulation, access visibility, and neighborhood quality of life.

ESTIMATED IMPACT TO REVENUE

In the nine months following the citywide rate increase, Lot No. 660 generated \$34,318 from August 1, 2026, to April 30, 2026. Lot No. 661 generated \$1,603 in parking revenue between March 12, 2026, and May 12, 2026, following the installation of pay stations. Based on current operating performance, the transfer and closure of these facilities is projected to result in an estimated annual revenue loss of approximately \$52,200 to the Special Parking Revenue Fund (SPRF), in addition to the loss of City-owned parking assets and associated land value.

FISCAL IMPACT STATEMENT

The proposed disposition of Lots No. 660 and 661 is projected to result in an estimated annual loss of approximately \$52,200 to SPRF, in addition to the loss of the underlying land value and future parking-related revenue opportunities.

Historically, the SPRF generates surplus revenue, which is transferred annually to the City's General Fund to support municipal operations. In Fiscal Year 2025, the City Council authorized a transfer of approximately \$24.6 million from the SPRF to the General Fund. Continued reductions in parking inventory and associated revenues may incrementally reduce the fund's long-term revenue-generating capacity and, correspondingly, the amount available for future General Fund transfers.

The proposed disposition should therefore be evaluated not only in the context of affordable housing objectives, but also with consideration of the operational, community-serving, and fiscal role these facilities currently provide within the Lincoln Heights neighborhood.

LCR:TF:KH:MC:sf

Attachments

LADOT - Combined ENA (Attachment A)

LADOT - Site Plan for Lot Nos. 660 and 661 (Attachment B)

LADOT - Aerial Vicinity Map (Attachment C)

LAHD - Interdepartmental Memo (Attachment D)

ATTACHMENT "A"

**EXCLUSIVE NEGOTATION AGREEMENT
C- 130926**

&

REINSTATEMENT AND AMENDMENT 2024

Exclusive Negotiation Agreement

This AGREEMENT is made as of the Effective Date (defined in Section 14 below) by and between GTM Holdings, LLC, a California Limited Liability Company and Women Organizing Resources, Knowledge & Services, a California Non-profit Benefit Corporation (collectively "DEVELOPER"), and the City of Los Angeles, a municipal corporation ("City") (acting by and through the Los Angeles Department of Transportation ("LADOT") and the Los Angeles Housing and Community Investment Department ("HCIDLA")).

RECITALS

- A. The LADOT owns the property consisting of five (5) non-contiguous lots located near the intersections of North Workman Street and North Broadway, South Avenue 24 and North Broadway, and North Daly Street and North Broadway in the City of Los Angeles, as more particularly described on the legal description attached hereto as Exhibit "A" ("Site") consisting of six (6) parcels at: 1) 2332-2336 North Workman Street, Assessor Parcel Number: 5204-016-901, containing approximately 6,600 square feet; 2) 2338-2340 North Workman Street, Assessor Parcel Number: 5204-016-900, containing approximately 6,600 square feet; 3) 216-224 South Avenue 24, Assessor Parcel Number: 5204-005-901, containing approximately 19,379 square feet; 4) 2331-2337 North Workman Street and 2332-2338 North Daly Street, Assessor Parcel Number: 5204-011-903, containing approximately 37,200 square feet; 5) 2416-2422 North Workman Street, Assessor Parcel Number: 5204-015-901, containing approximately 16,502 square feet; and 6) 154-164 South Avenue 24, Assessor Parcel Number: 5204-004-901, containing approximately 20,295 square feet.
- B. In response to a Request for Qualifications/Proposals ("RFQ/P") issued by the City of Los Angeles Office of City Administrative Office ("CAO") on June 25, 2016, the DEVELOPER submitted qualifications for a development project ("Project") at this Site ("DEVELOPER's Proposal").
- C. The qualifications submitted by DEVELOPER best support the type of affordable housing development conceptually envisioned by the City of Los Angeles.
- D. On December 13, 2017 the Los Angeles City Council approved (Council File: 16-0600-S145) the selection of the DEVELOPER for the purpose of creating a full development plan for the project leading to negotiating the terms of a Joint Development Agreement ("JDA").
- E. Together, the City (including its LADOT and HCIDLA) and the DEVELOPER (collectively referred to as "Parties", or if referred to in the singular form "Party") desire to negotiate exclusively for the development of the Project at the Site.

The Parties agree to negotiate exclusively and in good faith to enter into a JDA and/or a Ground Lease upon the following terms and conditions.

i. Agreement to Negotiate Exclusively: Good Faith Negotiations

LADOT and HCIDLA agree that, after competitive bidding and selection process outlined above, during the Negotiation Period (as defined in Section 2 below) and provided that DEVELOPER is not in default of its obligations under this Agreement (subject to reasonable notice and opportunity to cure such default), LADOT and HCIDLA shall negotiate exclusively and in good faith with DEVELOPER, with respect to a JDA, property disposition such as a sale or Ground Lease to be entered into between LADOT, HCIDLA and DEVELOPER concerning the rights and obligations of each respective Party concerning the development of the Site. During the negotiation period, LADOT and HCIDLA shall not solicit or entertain offers or proposals from other third parties concerning the Site. DEVELOPER

Exclusive Negotiation Agreement
Lincoln Heights LADOT Lots

acknowledges, however, that LADOT and HCIDLA may, from time to time, be contacted by other developers respecting the Site and that such contact is expressly permitted so long as LADOT and HCIDLA do not initiate or further the contact and LADOT and HCIDLA indicate to such other developers that LADOT and HCIDLA have executed this Agreement with DEVELOPER and that LADOT and HCIDLA are unable to: (1) discuss anything concerning the Project; (2) discuss anything concerning these negotiations; (3) entertain any other offer or proposals; or (4) negotiate with any other developer until this Agreement expires or is terminated, as provided in Section 2 below.

The Parties agree, in consideration of this Agreement, to negotiate in good faith with each other with respect to the terms and conditions as set forth in the RFQ/P and the proposed project to be included in the JDA, property disposition such as a sale or Ground Lease and to cooperate in the preparation thereof. The Parties shall provide each other with any information regarding the Site or Project that may be reasonably requested by any other Party.

2. Period of Negotiation

The Parties agree to negotiate in good faith for a period of 720 days from the Effective Date, as defined in Section 14 hereof (the "Negotiation Period"). If the Parties have not agreed upon the form of a draft JDA property disposition such as a sale or the Ground Lease to be delivered to the City Council and Mayor by such date, then this Agreement shall automatically terminate provided, however, that if prior to the expiration of the Negotiation Period, the Parties have not agreed upon the form of a draft JDA property disposition such as a sale or Ground Lease satisfactory to the Parties to be delivered to the City Council and Mayor, then the Parties may mutually agree to extend the term of this Agreement for an additional period of up to 180 days. If the Parties cannot agree upon such an extension, this Agreement shall automatically terminate.

The Negotiation Period may be extended only by written agreement between the Parties and the City shall have the right to thereafter develop or dispose of the Site as it shall determine appropriate in its sole and absolute discretion.

This Agreement may also be terminated if the Parties agree in writing that a successful consummation of the negotiations is impossible.

3. Test and Surveys

During the Negotiation Period, DEVELOPER shall conduct such tests, surveys, and other analyses as the DEVELOPER deems necessary to determine the feasibility of designing, constructing, leasing and financing the Project and shall complete such tests, surveys, and other analyses promptly within the Negotiation Period. For these purposes, LADOT shall provide to DEVELOPER, its agents and/or representatives, the right to enter onto the Site and to conduct such tests, surveys, and other procedures ("Tests"). DEVELOPER shall take all necessary effort to ensure that such Tests shall not unreasonably alter the condition of the Site, or other LADOT and HCIDLA activities on the Site. DEVELOPER shall indemnify and hold harmless the City of Los Angeles ("City"), and its departments (LADOT and HCIDLA), its Boards, Officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, reasonable attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including DEVELOPER's and any contractor's and subcontractor's employees and agents, or damage or destruction of any property of the Parties hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to any such entry on the Site by DEVELOPER, its agents or representatives, provided that such indemnity shall not relate to existing Site conditions that differ substantially from existing plans and drawings, and could not have been

discovered by reasonable visual inspection or reasonable and typical non-intrusive tests prior to any intrusive testing. DEVELOPER shall present LADOT and/or HCIDLA with evidence of a general liability insurance policy in an amount of at least \$1 million, naming the City of Los Angeles as an additional insured. The insurance policy shall cover all liability and property damage arising from DEVELOPER's employees' presence on the Site during Tests. Any destruction or alteration of site features or surfaces resulting from the tests shall be fully replaced at the full expense of the Developer within ten (10) business days.

4. Essential Terms

A. **JDA.** DEVELOPER's rights and obligations shall be specifically set-forth in the JDA and shall include without limitation all of the following:

- 1) Project Description;
- 2) Scope of Development;
- 3) DEVELOPER Site Inspection rights;
- 4) The financial relationships between the Parties;
- 5) Method of land transfer and ownership rights over specific improvements that could include property disposition for sale or Ground Lease;
- 6) Scope and method of disposition for a sale or Ground Lease of property, depending on LADOT and HCIDLA's preferred method of disposition;
- 7) Design and construction of the Project, including LADOT and HCIDLA review, approval, and inspection rights, and DEVELOPER assurances;
- 8) Deposits and Costs Reimbursements;
- 9) Schedules of Performance, including effect of change;
- 10) Restrictions on Transfers;
- 11) Covenants to enter into property disposition such as sale or Ground Lease and other required agreements;
- 12) Escrow provisions, including title, deliveries to escrow, conditions to close of escrow and delivery of Site, parts thereof;
- 13) Insurance and Indemnity;
- 14) Defaults, remedies and termination;
- 15) Encumbrances and rights of lenders;
- 16) Agreement on all other matters necessary to reach a full comprehensive agreement; and
- 17) Restrictions on use of Site.

B. **Ground Lease.** The Ground Lease shall include, without limitation, provisions relating to all of the following:

- 1) Demise of the premises, including conditions, exceptions, representations and warranties;
- 2) Term, including options and extensions, if any;
- 3) Payment for Ground Lease based generally on the structure proposed in the original RFQ/P response, taxes and other charges (including appropriate security and bonds);
- 4) Restrictions on Transfers;
- 5) Encumbrances and rights of lenders;
- 6) Possessions, use, subleasing, operations, maintenance and compliance with laws;
- 7) Construction of improvements and operations, including LADOT and HCIDLA inspection and approval rights, and environmental matters;
- 8) Insurance, indemnity, damage, destruction and eminent domain;
- 9) Default, cure, dispute, remedies;
- 10) Termination and surrender of Site; and
- 11) Administrative provisions.

5. Development Goals for Site

- a) Coordinate with LADOT and HCIDLA on the development and property disposition such as a fair market value sale or Ground Leasing of the Site;
- b) Provide for rental housing opportunities to low income individuals, families and/or homeless;
- c) Ensure that all uses on the Site are consistent with the local jurisdiction's adopted land use plans;
- d) Create a development which increases mobility, economic development (including job creation), and meets other community needs;
- e) Design of a housing development that meets community needs and standards;
- f) Create a replacement public parking plan that ensures long-term LADOT parking revenues and value for the Special Parking Revenue Fund.

6. Topics for Negotiation

In addition, or as supplement to the Essential Terms, as described in Section 4, the topics for negotiation (to the extent of, and as limited by the terms of the Proposal) shall include, among other things:

- a) Project assembly [e.g. re-subdivision of Site, maintaining current subdivision of Site, etc.];
- b) Structure of the transaction [include, e.g. structure of property disposition such as a sale, Ground Lease (or leases), exchanges, easements, as applicable];
- c) Method of calculating value and paying for property disposition such as a sale or Ground Lease based generally on the structure proposed in the original RFQ/P response;
- d) The terms of the proposed JDA, property disposition such as a sale or Ground Lease and other agreements as described in Section 4 above;
- e) Availability of the Site to the DEVELOPER;
- f) Proposed land uses and appropriate assurances regarding the continued use of the Project improvements for their original intent;
- g) Site layout and conceptual architectural and urban design plans;
- h) LADOT to conduct a parking study to determine if the parking needs of the community will require replacement parking and if so, to what extent;
- i) LADOT and HCIDLA's requirements upon DEVELOPER to ensure long-term affordability of rental units;
- j) Permanent financing plan, including strategy as it relates to HCIDLA's Managed Pipeline;
- k) Aesthetic considerations;
- l) Quality and type of construction;
- m) DEVELOPER's responsibility to obtain environmental clearances, entitlements, and project financing;
- n) Terms of DEVELOPER's construction financing and HCIDLA's right to approve same; and
- o) Project schedule and any other considerations necessary to fully implement the proposed Project in a timely fashion.

7. Deposit

Prior to and as a condition precedent to the execution of this Agreement by the City, DEVELOPER shall submit to LADOT a good faith non-refundable site control fee ("SITE CONTROL FEE") in the amount of FIFTY THOUSAND DOLLARS (\$50,000) in the form of cash or certified check to subsidize holding costs.

8. Broker's Fees

The Parties represent and warrant to each other that no broker or finder has been engaged, or is in any way connected with the transactions contemplated by this Agreement. In the event any claim for brokers' or finders' fees is made in connection with the transaction contemplated by this Agreement, the Party upon whose statement, representation or agreement the claim is made shall indemnify, hold harmless and defend the other Parties from and against such claims.

9. Assignment

As a condition to any proposed assignment of this Agreement, DEVELOPER shall be required to make full disclosure to LADOT and HCIDLA of the principals, officers, stockholders, partners, etc., and all other reasonable pertinent information concerning the assignee of DEVELOPER and its associates.

Except as to an assignment to an entity wholly controlled or wholly owned by DEVELOPER or a limited partnership in which DEVELOPER or an Affiliate is a general partner, for which LADOT and HCIDLA's consent is not required, no assignment by DEVELOPER of its rights and obligations hereunder shall be made without the express written consent of LADOT and HCIDLA, which consent shall be given or withheld at the sole discretion of LADOT and HCIDLA. For purposes of this Agreement, an Affiliate of the Limited Partner means any investor or investment fund in which the general partner or managing member of the investor or investment fund, directly or indirectly controls, is controlled by or is under common control with the Limited Partner. Upon any permitted assignment by Developer of its rights and obligations hereunder, DEVELOPER and the permitted assignee shall execute a written assignment agreement and the succeeding entity shall be deemed DEVELOPER for all purposes under this Agreement. Notwithstanding anything which may be or appear to be herein to the contrary, no assignment hereof by DEVELOPER shall relieve DEVELOPER of its obligations under this Agreement unless specifically agreed to in writing by LADOT and HCIDLA.

DEVELOPER shall along with any request for approval of any assignments hereof, deliver to LADOT and HCIDLA the most recent financial statement and/or the financial statements of the assignee. LADOT and HCIDLA understands and acknowledges the proprietary nature of said information and, to the extent permitted by law, agree not to disclose said information to any person or entity other than representatives of LADOT and HCIDLA or their consultants, having a need to know.

LADOT and HCIDLA shall not assess a fee for approval or any assignment, except to the extent that it incurs direct third party expenses, consultant or legal fees related to approval of the assignment in which event the fee shall not exceed the total of the direct costs incurred by LADOT and HCIDLA related to approval of the assignment.

10. LADOT and HCIDLA Obligations

During the Term of this Agreement, LADOT and HCIDLA shall deliver, within 15 days of receipt of written request thereof, any existing LADOT and HCIDLA information, studies, reports, site and construction plans or other documents which DEVELOPER may reasonably request to facilitate the Project design without cost or expense to DEVELOPER. The Parties shall cooperate to ensure timely review and revision of any DEVELOPER documents or plans.

This Agreement is an agreement to enter into a period of exclusive negotiations according to the terms hereof. The City expressly reserves the right to decline to enter into a JDA property disposition such as a sale or a Ground Lease in the event the Parties fail to negotiate either agreement to the satisfaction of LADOT and HCIDLA. Except as expressly provided in this Agreement, the City shall have no obligations or duties hereunder and no liability whatsoever in the event the Parties fail to timely execute a JDA as long as they negotiate exclusively in good faith and cooperate in the

Exclusive Negotiation Agreement
Lincoln Heights LADOT Lots

preparation of the JDA property disposition such as a sale or Ground Lease in accordance with Section 1 above.

Developer acknowledges and agrees that the City has not agreed to fund, subsidize or otherwise financially contribute in any manner toward the development of the Project other than those representations contained in the HCIDLA RFQ/P.

By its execution of this Agreement, the City is not committing to or agreeing to undertake: (i) disposition of land to DEVELOPER; or (ii) any other acts or activities requiring the subsequent independent exercise of discretion by LADOT and HCIDLA, other than their good faith obligation to negotiate exclusively with DEVELOPER as provided herein.

The Parties recognize that one or more of the conditions to DEVELOPER's proposal set forth herein may fail to be met as a result of subsequent studies, reviews and proceedings invoking the exercise of discretion by LADOT and HCIDLA or any public agency having regulatory jurisdiction.

DEVELOPER shall bear all costs incurred as a result of compliance with the California Environmental Quality Act and the National Environmental Policy Act relating to Developer's joint development of the Project; including, but not limited to, preparation of an environmental report or any other required studies or documents.

11. Non-Liability of the City, Officials and Employees

Without limiting the provisions set forth herein, no member, official, representative, director, attorney, or employee of the City shall be personally liable to DEVELOPER or any successor in interest, in the event of any default or breach by LADOT or HCIDLA or any obligations under the terms of this Agreement, or of any amount which may become due to DEVELOPER or to its successor under the terms of this Agreement.

12. Plans, Reports, Studies and Investigation

Upon written request by LADOT or HCIDLA, DEVELOPER shall provide the requesting agency, without cost or expense to that agency and without representation or warranty, copies of all plans, reports, studies, or investigations (collectively, "Plan") prepared by or on behalf of DEVELOPER which the DEVELOPER owns or has the copyrights to with respect to the Site and the Project. All Plans shall be prepared at DEVELOPER's sole cost and expense, and DEVELOPER agrees to indemnify, defend and hold harmless the City of Los Angeles, its departments (LADOT and HCIDLA), and its members, representatives, employees, officials, directors, attorneys, successors and assigns (collectively, "Representatives") from losses, liability, claims, causes of action, injury or expense, including without limitation, reasonable attorneys' fees and costs (collectively, "Loss and Liabilities") arising from or in any way related to the cost of preparation of such Plans. Unless the Parties execute a JDA, property disposition such as a sale, or a Ground Lease before the termination of the Agreement, the Parties agree that Plans provided to LADOT and HCIDLA that have been prepared during the Term of the Agreement by or on behalf of DEVELOPER which the DEVELOPER owns or has the copyrights to with respect to the Site and the Project will be returned to Developer upon the termination of the Agreement

13. Developer's Responsibilities

Without limiting any other provision of this Agreement, during the period of negotiations hereunder, DEVELOPER, at its sole cost and expense, shall prepare and submit the following documents and perform the following acts all in furtherance of the negotiation process:

Exclusive Negotiation Agreement
Lincoln Heights LADOT Lots

A. Submittals. LADOT, HCIDLA and all agencies having regulatory jurisdiction will require planning and design approval for the Project. DEVELOPER shall meet with representatives of LADOT and HCIDLA to review and come to a clear understanding of the planning and design criteria required by these agencies.

DEVELOPER, within 360 days after execution of this Agreement (subject to receipt of all plans and studies requested by DEVELOPER of LADOT and HCIDLA pursuant to Section 10), shall submit to LADOT and HCIDLA the following:

- a) Evidence of control or acquisition plan of any properties not owned by LADOT and HCIDLA but considered essential to the Project (if applicable). Evidence shall be in the form of letters of intent from each of the owners stating commitment of land, economic terms and cost basis as well as a detailed action plan and schedule relating to the acquisition of the properties.
- b) Revised or updated Project design concept plan, including a site plan and sections as necessary to describe the proposed scope and schedule.
- c) Project development schedule including milestones for site control, financing commitments, design, environmental/entitlement, construction and completion.
- d) Financing plan/economic projection for the Project. The financing plan shall include a detailed statement of the overall estimated costs of construction and, to the extent it is then available:
 - a) the source and availability of equity capital; and
 - b) construction and long-term development financing. The economic projection shall estimate income to be derived from the Project, and operating costs and debt service shall include a pro forma statement of Project return adequate to enable LADOT and HCIDLA to evaluate the economic feasibility of the proposed development of the Project. Prior to expiration of the Negotiation Period, DEVELOPER shall update the financing plan to include the source and availability of equity capital, construction and long-term financing if not previously included in the plan.
- e) Proposed term sheet for the property disposition such as a sale or Ground Lease. The proposal shall include without limitations
 1. Term, including any options;
 2. Rent amount based upon no less than fair-market value (base rent) additional rent based upon project performance and method of base rent adjustments (e.g. CPA adjustment periodic reappraisals, etc.);
 3. Recognition that LADOT and HCIDLA will not subordinate their right to the base rent for the Site, but may subordinate the right to the additional Rent if required to do so;
 4. Recognition of costs, if any, incurred by or for the benefit of any party to achieve design objectives or construction interfaces;
 5. Description of any reciprocal access rights related to the common use areas; and
 6. The general terms upon which DEVELOPER may enter into subleases.

DEVELOPER shall submit to HCIDLA, within 360 days after execution of this Agreement as indicated above, the following documents utilizing the software application provided by HCIDLA:

- a) Project description including: (1) Site size; (2) Unit mix and unit sizes; (3) Gross building area; (4) Construction type; (5) Parking type and (6) Amenities;
- b) Site plan including: (1) Unusual site conditions; (2) Current entitlements and (3) requested entitlements;
- c) Development Team roles including: (1) Service provider and what services will be provided; (2) General contractor and (3) Property manager;
- d) Pro-forma including: (1) Breakout of development costs; (2) Tax Credit calculations including self-scoring and equity calculations; (3) Construction and permanent sources and uses; (4) Residential and commercial rents; (5) Breakout of operating expenses; (6) Underwriting assumptions for tax-exempt bonds; (7) Financing assumptions for funding sources and whether the sources are secured and (8) Cash flow analysis;

Exclusive Negotiation Agreement
Lincoln Heights LADOT Lots

- e) Project development schedule including: (1) Milestones for site control; (2) Financing commitments, (3) Design; (4) Environmental/Entitlements; (5) Construction and (6) Completion; and
- f) Other documents as required by HCIDLA.

B. Design Review: LADOT, HCIDLA and all agencies having regulatory jurisdiction will require planning and design approval for the Project. DEVELOPER shall meet with representatives of LADOT, HCIDLA and City to review and come to clear understanding of the planning and design Criteria required by LADOT and HCIDLA.

C. Cost Disclosure: To support negotiation of property disposition such as a sale or the Ground Lease, the DEVELOPER agrees to disclose to LADOT and HCIDLA all costs and revenue projections for the proposed Project, including the terms under which the DEVELOPER has been able to obtain control of any other adjacent properties to be included in the Project.

D. Further Information: LADOT and HCIDLA reserve the right at any time to request from DEVELOPER additional or updated information including data, and commitments to ascertain the depth of the DEVELOPER's capacity and desire to lease and develop the Site expeditiously. LADOT and HCIDLA will provide a reasonable time for DEVELOPER to submit to the respective agency such additional information.

14. Effective Date

The Agreement shall be deemed effective upon the date on which this Agreement is executed by all Parties, as evidenced by the date of the last signature on the signature pages hereto (the "Effective Date").

15. Entire Agreement

This Agreement represents the entire agreement of the Parties with respect to the matters set forth herein. This Agreement may not be amended except in writing signed by all the Parties hereunder.

16. Covenant Against Discrimination

DEVELOPER shall not discriminate against nor segregate any person, or group of persons on account of sex, race, color, age marital status, religion, handicaps, creed, national origin or ancestry in the development, construction, enjoyment, conveyance, rental of any part of the Site, sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Site, nor shall the DEVELOPER establish or permit any such practice or practices of discrimination or segregation in the selection, location, number, use or occupancy of tenants, lessees, subtenants, subleases or vendees of the Site.

17. Notices

All notices required or permitted hereunder shall be delivered in person, by overnight courier, or by registered or certified mail, postage prepaid, return receipt requested to such party at its address shown below, or to any other place designated in writing by such Party.

DEVELOPER:

GTM HOLDINGS, LLC.
21515 Hawthorne Blvd., Suite 200
Torrance, CA 90503
Attention: Mark Walther, President

Exclusive Negotiation Agreement
Lincoln Heights LADOT Lots

WORKS: Women Organizing Resources, Knowledge and Services
795 N. Avenue 50
Los Angeles, CA 90042
Attention: Channa Grace, President

CITY OF LOS ANGELES:

LADOT: Los Angeles Department of Transportation
100 South Main Street, 10th Floor
Los Angeles, CA 90012
Attention: Seleta J. Reynolds, General Manager

HCIDLA: City of Los Angeles Housing and Community Investment Department
1200 W. 7th Street, 9th Floor
Los Angeles, CA 90017
Attention: Rushmore D. Cervantes, General Manager


Any such notice shall be deemed received upon delivery, if delivered personally or by FAX or email, (1) the next business day after delivery by a courier, if delivered by courier, and three (3) days after deposit into the United States Mail, if delivered by registered or certified mail.

[Signatures begin on next page]

Exclusive Negotiation Agreement
Lincoln Heights LADOT Lots

IN WITNESS WHEREOF, City AND DEVELOPER have signed this Agreement as of the dates set forth below.

LADOT
City of Los Angeles Department of Transportation


By:  Date: 3-7-18
SELETA J. REYNOLDS
General Manager

HCIDLA
City of Los Angeles Housing and Community Investment Department

By:  Date: 3/2/18
SEAN L. SPEAR
Assistant General Manager


Approved as to form:

MICHAEL N. FEUER
City Attorney

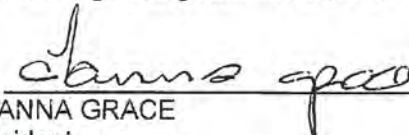
By:  Date: 3/2/18
Deputy City Attorney

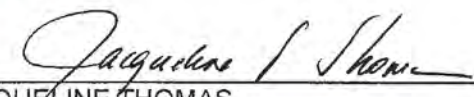
GTM HOLDINGS, LLC

By:  Date: 02-28-18
MARK WALTHER
President, CEO, Treasurer and Secretary

By:  Date: 02-28-18
MICHELLE WALTHER
Manager and Executive Vice President

WORKS
Women Organizing Resources, Knowledge and Services

By:  Date: 3-1-18
CHANNA GRACE
President

By:  Date: 3-1-18
JACQUELINE THOMAS
Secretary

Attest: Holly Wolcott, City Clerk


By:  3/6/18
Deputy C-130926



EXHIBIT A
Legal Description

Real Property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

PARCEL 1 AND 2

LOT 8 AND 10 OF BLOCK 15 OF EAST LOS ANGELES, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BOOK 3, PAGES 194 AND 196 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER.

EXCEPTING THEREFROM THE SOUTH 40 FEET OF SAID LOT 10

APNS: 5204-016-900 AND 5204-016-901

PARCEL 3

THE SOUTH 20 FEET OF LOT 8 AND THE NORTH 20 FEET OF LOT 10 IN BLOCK 11 OF EAST LOS ANGELES, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGE 194, MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY OF SAID COUNTY.

THE NORTH 40 FEET OF LOT 8 OF LOT 8 IN BLOCK 11 OF EAST LOS ANGELES, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGE 194, MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY OF SAID COUNTY.

THE SOUTH 40 FEET OF LOT 10 IN BLOCK 11 OF EAST LOS ANGELES, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGE 194, MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY OF SAID COUNTY.

APN: 5204-005-901

PARCEL 4

LOT 7, 8, 9, 10 AND 12, IN BLOCK OF EAST LOST ANGELES, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN THE BOOK 3, PAGES 194 AND 195 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

EXCEPT THEREFROM THE WEST 20 FEET OF LOTS 8, 10 AND 12.

APN: 5204-011-903 (portion)

PARCEL 5

LOT 8 AND THE SOUTH 40 FEET OF LOT 10 IN BLOCK 16 OF EAST LOS ANGELES IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGE 194, MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY OF SAID COUNTY.

APN: 5204-015-901

Exclusive Negotiation Agreement
Lincoln Heights LADOT Lots

PARCEL 6

THE NORTH 55 FEET OF LOT 10 IN BLOCK 12 OF EAST LOS ANGELES, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGE 194, MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY OF RECORDER OF LOS ANGELES COUNTY.

LOT 8 AND 5 FEET OFF THE ENTIRE SOUTH SIDE OF LOT 10 IN BLOCK 12 OF EAST LOS ANGELES, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGE 194, MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY OF RECORDER OF LOS ANGELES COUNTY.

EXCEPT 5 FEET OFF THE ENTIRE SOUTH SIDE OF SAID LOT 8 DEEDED TO THE CITY OF LOS ANGELES FOR ALLEY PURPOSES.

APN: 5204-004-901

REINSTATEMENT AND AMENDMENT
TO AGREEMENT NUMBER C-130926 OF CITY OF LOS ANGELES CONTRACT
BETWEEN
THE LOS ANGELES DEPARTMENT OF TRANSPORTATION,
THE LOS ANGELES HOUSING DEPARTMENT
AND
GTM HOLDINGS, LLC AND WOMEN ORGANIZING RESOURCES, KNOWLEDGE
AND SERVICES

RELATING TO EXCLUSIVE NEGOTIATION AGREEMENT FOR DEVELOPMENT OF
CITY-OWNED PROPERTIES LOCATED AT 2332-2336 NORTH WORKMAN STREET,
2338-2340 NORTH WORKMAN STREET, 216-224 SOUTH AVENUE 24, 2331-2337
NORTH WORKMAN STREET AND 2332-2338 NORTH DALY STREET, 2416-2422
NORTH WORKMAN STREET, AND 154-164 SOUTH AVENUE 24.

THIS REINSTATEMENT AND AMENDMENT to Agreement Number C-130926 of the City of Los Angeles Contract, previously extended per Extension to Exclusive Negotiation Agreement on March 8, 2018, is made and entered into this 4th day of August, 2023 by and between GTM HOLDINGS, LLC and WOMEN ORGANIZING RESOURCES, KNOWLEDGE AND SERVICES (“WORKS”) (jointly, the “Developer”), and the LOS ANGELES DEPARTMENT OF TRANSPORTATION (“DOT”) and LOS ANGELES HOUSING DEPARTMENT (“LAHD”) (jointly, the “CITY”).

RECITALS

A. The CITY and the DEVELOPER (collectively referred to as “Parties”, or if referred to in the singular form “Party”) have entered into an Exclusive Negotiation Agreement wherein the Parties agreed to negotiate exclusively for the development of an affordable housing project at the site in Los Angeles with the common addresses of 2332-2336 NORTH WORKMAN STREET, 2338-2340 NORTH WORKMAN STREET, 216-224 SOUTH AVENUE 24, 2331-2337 NORTH WORKMAN STREET AND 2332-2338 NORTH DALY STREET, 2416-2422 NORTH WORKMAN STREET, AND 154-164 SOUTH AVENUE 24 (“ENA”). The effective date of the ENA is March 8, 2018, as subsequently extended effective February 26, 2020; and

B. The ENA has expired on August 4, 2023. The Parties are desirous of reinstating and amending the ENA as authorized by the City Council and the Mayor (refer to Council File Number 16-0600-S145 approved by City Council on September 19, 2023 which authorizes the General Manager of the LAHD to prepare and execute this Reinstated and Amended Exclusive Negotiation Agreement (with all amendments, the

“Agreement”) with the effective date of August 4, 2023 and extend the term of the Negotiating Period until August 4, 2024; and

C. Section 2 of the ENA provides for amendments to the ENA; and

D. This reinstatement and amendment of the ENA is necessary and proper to continue and/or complete certain activities authorized under the ENA.

NOW, THEREFORE, the Parties agree that the ENA be reinstated effective August 4, 2023 and amended as follows:

REINSTATED AND AMENDED AGREEMENT

- §1. Reinstatement of the ENA with the effective date of August 4, 2023 and amend it to extend the period of negotiation until August 4, 2024.
- §2. Except as herein amended, all terms and conditions of the ENA shall remain in full force and effect.
- §3. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes three (3) pages which constitute the entire understanding and agreement of the parties.
- §4. Unless otherwise prohibited by law or City policy, an electronic or scanned signature shall have the same force and effect as an original ink signature. For the purposes of this Agreement, “electronic signature” is an electronic identifier, created by computer, attached or affixed to or logically associated with an electronic record, executed or adopted by a person with the intention of using it to have the same force and effect as the use of a manual signature, and “scanned signature” is a manual signature that has been placed on a document that has been scanned into an electronic record.

[Remainder of page intentionally left blank.]

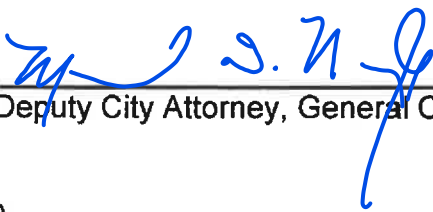
[Signatures begin on next page.]

IN WITNESS WHEREOF, LADOT, LAHD AND DEVELOPER have signed this Reinstated and Amended Agreement as of the dates set forth below.

LADOT
Los Angeles Department of Transportation

By:  for LRC Date: 1/3/2024
Laura Rubio-Cornejo, General Manager

Approved as to form:
HYDEE FELDSTEIN SOTO
City Attorney

By:  Date: 12/23/2023
Deputy City Attorney, General Counsel Division-LADOT

LAHD
Los Angeles Housing Department

By: Daniel Huynh Digitally signed by Daniel Huynh Date: 2023.12.19 Date: _____
Daniel Huynh, Assistant General Manager

Approved as to form:
HYDEE FELDSTEIN SOTO
City Attorney

By:  Date: 12-20-23
Deputy City Attorney, Housing Division


ATTEST:
HOLLY WOLCOTT, CITY CLERK

By:  Date: 01/04/2024
Deputy City Clerk



GTM Holdings, LLC
A California Limited Liability Corporation

By:  Date: 11-2-2023
Mark Walther
CEO, President and Secretary

By:  Date: 11-2-2023
Michelle Walther
Manager and Executive Vice President

Women Organizing Resources, Knowledge and Services (WORKS)
A California nonprofit public benefit corporation

By:  Date: 11-2-2023
Mary-Jane Wagle
Co-Executive Director and Board Chair

By:  Date: 11-2-2023
Channa Grace
President and Co-Executive Director

ATTACHMENT "B"

SITE PLAN

Lot# 660 - 154 S Avenue 24



Lot# 661 - 2416 Workman Street



ATTACHMENT "D"

**INTER-DEPARTMENTAL MEMORANDUM
LOS ANGELES HOUSING DEPARTMENT**



INTER-DEPARTMENTAL MEMORANDUM

DATE: May 21, 2026

TO: Laura Rubio-Cornejo, General Manager
LADOT Board of Transportation Commissioners

FROM: Tiena Johnson- Hall, General Manager
Los Angeles Housing Department

SUBJECT: **EXCLUSIVE NEGOTIATION AGREEMENT AND
RELATED ACTIONS AT LADOT PARKING LOTS
(LINCOLN HEIGHTS SITES IN COUNCIL DISTRICT # 1)**

RECOMMENDATIONS

That your Board:

1. AUTHORIZE Los Angeles Department of Transportation (LADOT) to approve the Los Angeles Housing Department (LAHD) transmittal (C.F. No. 16-0600-S145) dated July 22, 2024, authorizing LAHD to extend the term of the Exclusive Negotiation Agreement (ENA) for a two-year term ending August 4, 2026, and prepare and execute any documents necessary to facilitate or implement such extension, subject to review and approval as to form by the City Attorney, for the properties located at 154-164 S. Avenue 24 St., (APN 5204-004-901 Lot #660); 2416-2422 N. Workman St. (APN 5204- 015-901 Lot #661); 216-224 S. Avenue 24 (APN 5204-005-901 Lot #658); 2332-2336 N. Workman St. (APN 5204-016- 901 Lot #697); and 2331-2337 N. Workman St and 2330-2338 North Daly Street, (APN 5204-011-903 Lot #659); and
2. AUTHORIZE the General Manager of LADOT or designee, and the General Manager of the LAHD or designee, to extend the term of the ENA for an additional one-year term through August 4, 2027, and prepare and execute any documents necessary to facilitate or implement such extension, subject to review and approval as to form by the City Attorney, limited to the properties located at 154-164 S. Avenue 24 St., (APN 5204-004-901, LADOT Lot #660) and 2416-2422 N. Workman St. (APN 5204- 015-901, LADOT Lot #661); and
3. DETERMINE that the action to extend the term of the ENA for the two properties qualifies for a Categorical Exemption as set forth in Section 15306 of the State CEQA Guidelines and

meets the requirements set forth in Section 15306 of the State CEQA Guidelines.

AUTHORITIES ALREADY OBTAINED FROM THE MAYOR AND CITY COUNCIL:

On September 4, 2024, the City Council and Mayor adopted the LAHD report dated July 22, 2024 with the following authorities:

- A. AUTHORIZE the General Manager of LAHD, or designee, to extend the term of the ENA for an additional one-year term, and prepare and execute any documents necessary to facilitate or implement such extensions, subject to review and approval as to form by the City Attorney, for the properties located at 2332-2336 North Workman Street, APN: 5204-016-901; 2338-2340 North Workman Street, APN: 5204-016-900; 216-224 South Avenue 24, APN: 5204-005-901; 2331-2337 North Workman Street and 2332-2338 North Daly Street, APN: 5204-011-903; 2416-2422 North Workman Street, Assessor Parcel Number: 5204-015-901; and 154-164 South Avenue 24, Assessor Parcel Number: 5204-004-901;
- B. DETERMINE that the Grace Villas project qualifies for an Affordable Housing Exemption as set forth in Section 15194 of the State CEQA Guidelines and meets the threshold requirements set forth in Section 15192 of the State CEQA Guidelines, as previously determined by the Planning Director on December 12, 2022 (Planning No. ENV-2022-7635-SE); and
- C. DETERMINE that the action to extend the term of the ENA for the other four sites qualifies for a Categorical Exemption as set forth in Section 15306 of the State CEQA Guidelines and meets the requirements set forth in Section 15306 of the State CEQA Guidelines.

BACKGROUND

In response to the City's affordable housing crisis and to meet the City's objective of creating new affordable housing, the LAHD created the Land Development Unit to develop publicly-owned land into affordable housing. The unit staff oversee the disposition of properties transferred to LAHD from the former Community Redevelopment Agency of Los Angeles (CRA/LA), the Los Angeles Department of Transportation (LADOT), as well as surplus land identified by the Office of the City Administrative Officer (CAO) as part of the Affordable Housing Opportunity Sites (AHOS) program, and leverages such properties for the creation of affordable or supportive housing across the City.

The CAO created the Affordable Housing Opportunity Sites Program (AHOS) to identify City-owned properties for potential use as affordable housing. Once these properties have been evaluated and approved by Council and the Mayor, the LAHD acts as the lead agency for the development of these properties into affordable housing. The properties mentioned above have been designated as AHOS sites on July 15, 2016 (C.F. No. 16-0600-S145).

The LADOT has jurisdiction of the five (5) non-contiguous city-owned parking lots located in the Lincoln Heights neighborhood of Council District 1 (see Attachment C), consisting of six (6) parcels located at:

- 1) 216-224 South Avenue 24, also known as the Grace Villas Project (LADOT Lot #658),
- 2) 2331-2337 North Workman Street and 2332-2338 North Daly Street (LADOT Lot #659),
- 3) 154-164 South Avenue 24 (LADOT Lot #660),
- 4) 2416-2422 North Workman Street (LADOT Lot #661), and
- 5) 2332-2340 North Workman Street (LADOT Lot #697),

DISCUSSION

On December 13, 2017, the City Council and Mayor approved the Women Organizing Resources Knowledge and Services (WORKS) and GTM Holdings, LLC (collectively, “Developer”) as the selected developer for the five LADOT sites mentioned above and authorized LAHD to execute an ENA with the Developer (C.F. No. 16-0600-S145) for the development of affordable housing projects at the sites. Due to the Mayor’s Tolling Order during the Covid-19 pandemic, the ENA was still in effect through August 3, 2023. LAHD’s request to extend the term of the ENA for Lot #658 (as well as lots 659, 660, 661, and 697) was heard and approved by the Board of Transportation Commissioners (BOTC) at a Special Meeting on August 28, 2023 (Attachment A).

On December 12, 2023, the City Council approved the reinstatement of the ENA for all five (5) Lincoln Heights lots, in anticipation of needing additional time to complete the due diligence process for the sites, with an expiration date of August 4, 2026. (Attachment B)

On November 4, 2025 LAHD executed a Ground Lease and all associated documents on one of the five sites, which is located at 216-224 South Avenue 24, APN 5204-005-901 (Lot #658), also known as the Grace Villas Project (“Project”). The Project is currently under construction and will provide 47 affordable housing units, of which 22 units will be restricted to special needs households.

As stated in previous LAHD reports, the Developer would move forward with the remaining four sites upon conclusion of their evaluation of additional due diligence items related to the LADOT existing parking spaces and site conditions. In November 2025, the Developer communicated to LAHD that they would like to proceed with proposing an affordable housing development on Lots #660 and #661. The Developer also communicated that they do not intend to develop LADOT Lots #659 and #697. Specifically, Lot #659 is partially zoned as dedicated parkland in perpetuity. A November 7, 2019 Recreation and Parks (RAP) report confirmed that a portion of the property was acquired using State Park Bond funds, and is adjacent to the Lincoln Heights Senior and Recreational Center (City Ordinance #125,429). Moreover, LADOT Lot #697 is the smallest of the parcels at 6,600 sq ft and would be financially infeasible to construct an affordable housing project as a standalone site. At this

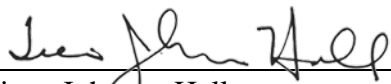
time, LAHD agrees with the evaluation and will not include Lots #659 and #697 in the ENA extension.

On June 30, 2025, the City Council approved the City's first Homes 4 LA Notice of Funding Availability under C.F. No. 25-0690 (H4LA NOFA). This Council action gave the LAHD the authority to issue a competitive process to issue funding awards from the United to House LA (ULA) to new and existing projects under Round 1 of the H4LA NOFA. The Developer subsequently submitted an H4LA NOFA application for Lots #660 and #661 sites (also known as the "C4/C5 Project") The developer applied to develop a total of 158 units consisting of a mix of studios, 1 and 2-bedroom units for households at or below 70% of Area Median Income. On May 4, 2026, LAHD informed the Developer that the C4/C5 Project was approved for an award in the amount of \$26,819,338.

The financing plan for the C4/C5 Project specifies that the Developer leverage the ULA funds with outside sources, particularly, Multifamily Housing Program (MHP) funds from California State's Housing and Community Development Department (HCD). The Developer must also apply for 9% Low-Income Housing Tax Credits (9% LIHTC) from the California Tax Credit Allocation Committee (CTCAC). Both these outside sources require an executed Term Sheet and Development and Disposition Agreement (DDA) for the C4/C5 Project. The Developer is scheduled to apply for MHP Funds when HCD releases its Notice of Funding availability, and 4% LIHTC in March 2027.

Upon BOTC's approval of the Amended and Restated ENA extension, the LAHD will negotiate the deal terms with the developer and execute a Term Sheet as part of the LAHD's underwriting process. To show evidence of site control in the upcoming MHP and TCAC funding rounds, LAHD will request authority from the Mayor and City Council to execute a DDA. Without proof of site control, the C4C5 Project will not be able to satisfy the minimum threshold requirement and will fail the MHP and 9% LIHTC applications.

Respectfully submitted,



Tiena Johnson Hall
General Manager,
Los Angeles Housing Department

ATTACHMENTS

Attachment A: Reinstated Exclusive Negotiation Agreement

Attachment B: Draft Amended and Restated Exclusive Negotiation Agreement

Attachment C: LADOT Lots Map

ATTACHMENT A

REINSTATEMENT AND AMENDMENT
TO AGREEMENT NUMBER C-130926 OF CITY OF LOS ANGELES CONTRACT
BETWEEN
THE LOS ANGELES DEPARTMENT OF TRANSPORTATION,
THE LOS ANGELES HOUSING DEPARTMENT
AND
GTM HOLDINGS, LLC AND WOMEN ORGANIZING RESOURCES, KNOWLEDGE
AND SERVICES

RELATING TO EXCLUSIVE NEGOTIATION AGREEMENT FOR DEVELOPMENT OF
CITY-OWNED PROPERTIES LOCATED AT 2332-2336 NORTH WORKMAN STREET,
2338-2340 NORTH WORKMAN STREET, 216-224 SOUTH AVENUE 24, 2331-2337
NORTH WORKMAN STREET AND 2332-2338 NORTH DALY STREET, 2416-2422
NORTH WORKMAN STREET, AND 154-164 SOUTH AVENUE 24.

THIS REINSTATEMENT AND AMENDMENT to Agreement Number C-130926 of the City of Los Angeles Contract, previously extended per Extension to Exclusive Negotiation Agreement on March 8, 2018, is made and entered into this 4th day of August, 2023 by and between GTM HOLDINGS, LLC and WOMEN ORGANIZING RESOURCES, KNOWLEDGE AND SERVICES (“WORKS”) (jointly, the “Developer”), and the LOS ANGELES DEPARTMENT OF TRANSPORTATION (“DOT”) and LOS ANGELES HOUSING DEPARTMENT (“LAHD”) (jointly, the “CITY”).

RECITALS

A. The CITY and the DEVELOPER (collectively referred to as “Parties”, or if referred to in the singular form “Party”) have entered into an Exclusive Negotiation Agreement wherein the Parties agreed to negotiate exclusively for the development of an affordable housing project at the site in Los Angeles with the common addresses of 2332-2336 NORTH WORKMAN STREET, 2338-2340 NORTH WORKMAN STREET, 216-224 SOUTH AVENUE 24, 2331-2337 NORTH WORKMAN STREET AND 2332-2338 NORTH DALY STREET, 2416-2422 NORTH WORKMAN STREET, AND 154-164 SOUTH AVENUE 24 (“ENA”). The effective date of the ENA is March 8, 2018, as subsequently extended effective February 26, 2020; and

B. The ENA has expired on August 4, 2023. The Parties are desirous of reinstating and amending the ENA as authorized by the City Council and the Mayor (refer to Council File Number 16-0600-S145 approved by City Council on September 19, 2023 which authorizes the General Manager of the LAHD to prepare and execute this Reinstated and Amended Exclusive Negotiation Agreement (with all amendments, the

“Agreement”) with the effective date of August 4, 2023 and extend the term of the Negotiating Period until August 4, 2024; and

C. Section 2 of the ENA provides for amendments to the ENA; and

D. This reinstatement and amendment of the ENA is necessary and proper to continue and/or complete certain activities authorized under the ENA.

NOW, THEREFORE, the Parties agree that the ENA be reinstated effective August 4, 2023 and amended as follows:

REINSTATED AND AMENDED AGREEMENT

- §1. Reinstatement the ENA with the effective date of August 4, 2023 and amend it to extend the period of negotiation until August 4, 2024.
- §2. Except as herein amended, all terms and conditions of the ENA shall remain in full force and effect.
- §3. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes three (3) pages which constitute the entire understanding and agreement of the parties.
- §4. Unless otherwise prohibited by law or City policy, an electronic or scanned signature shall have the same force and effect as an original ink signature. For the purposes of this Agreement, “electronic signature” is an electronic identifier, created by computer, attached or affixed to or logically associated with an electronic record, executed or adopted by a person with the intention of using it to have the same force and affect as the use of a manual signature, and “scanned signature” is a manual signature that has been placed on a document that has been scanned into an electronic record.

[Remainder of page intentionally left blank.]

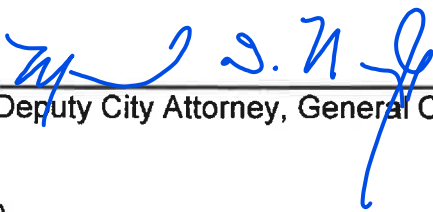
[Signatures begin on next page.]

IN WITNESS WHEREOF, LADOT, LAHD AND DEVELOPER have signed this Reinstated and Amended Agreement as of the dates set forth below.

LADOT
Los Angeles Department of Transportation

By:  for LRC Date: 1/3/2024
Laura Rubio-Cornejo, General Manager

Approved as to form:
HYDEE FELDSTEIN SOTO
City Attorney

By:  Date: 12/23/2023
Deputy City Attorney, General Counsel Division-LADOT

LAHD
Los Angeles Housing Department

By: Daniel Huynh Digitally signed by Daniel Huynh Date: 2023.12.19 Date: _____
Daniel Huynh, Assistant General Manager

Approved as to form:
HYDEE FELDSTEIN SOTO
City Attorney

By:  Date: 12-20-23
Deputy City Attorney, Housing Division


ATTEST:
HOLLY WOLCOTT, CITY CLERK

By:  Date: 01/04/2024
Deputy City Clerk



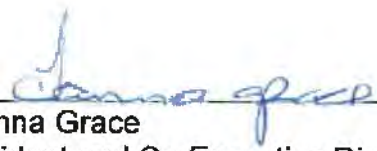
GTM Holdings, LLC
A California Limited Liability Corporation

By:  Date: 11-2-2023
Mark Walther
CEO, President and Secretary

By:  Date: 11-2-2023
Michelle Walther
Manager and Executive Vice President

Women Organizing Resources, Knowledge and Services (WORKS)
A California nonprofit public benefit corporation

By:  Date: 11-2-2023
Mary-Jane Wagle
Co-Executive Director and Board Chair

By:  Date: 11-2-2023
Channa Grace
President and Co-Executive Director

Exclusive Negotiation Agreement

This AGREEMENT is made as of the Effective Date (defined in Section 14 below) by and between GTM Holdings, LLC, a California Limited Liability Company and Women Organizing Resources, Knowledge and Services, a California Non-profit Benefit Corporation (“WORKS”) (jointly, the “DEVELOPER”) and the Los Angeles Housing Department (“LAHD”) and the Los Angeles Department of Transportation (“DOT”) (jointly, the “CITY”).

RECITALS

- A. The City of Los Angeles currently owns the property consisting of Four (4) non-contiguous lots located at the site in Los Angeles with the common addresses of: (C1) 2332-2336 NORTH WORKMAN STREET (APN 5204-016-901) and 2338-2340 NORTH WORKMAN STREET (APN 5204-016-900); (C4) 2416-2422 NORTH WORKMAN STREET (APN 5204-015-901); (C5) 154-164 SOUTH AVENUE 24 (APN 5204-004-901); (C3) 2331-2337 NORTH WORKMAN and 2330-2338 NORTH DALY STREET (APN 5204-011-903), as more particularly described in the legal description attached hereto as Exhibit A (“Site”).
- B. In response to a Request for Qualifications/Proposals (“RFQ/P”) issued by the City of Los Angeles Office of City Administrative Office (“CAO”) on June 25, 2016, the DEVELOPER submitted qualifications for a development project (“Project”) at this Site. The qualifications submitted by DEVELOPER best support the type of affordable housing development conceptually envisioned by the City of Los Angeles.
- C. On December 13, 2017, the Los Angeles City Council approved (Council File: 16-0600-S145) the selection of the DEVELOPER for the purpose of creating a full development plan for the project leading to negotiating the terms of a joint Development and Disposition Agreement (“DDA”).
- D. Together, the CITY and the DEVELOPER (collectively referred to as “Parties”, or if referred to in the singular form, the “Party”) desire to negotiate exclusively and in good faith for the development of the Project at the Site and to enter into a DDA and/or a Ground Lease upon the following terms and conditions.

This agreement amends and restates, in its entirety, and replaces that certain Exclusive Negotiation Agreement executed by the Parties on or about March 8, 2018 (“Original ENA”), including any and all subsequent amendments thereto. This Agreement is not intended to and does not novate, waive, release, discharge the Original ENA, which is reinstated, amended and restated by the terms of this Agreement.

1. Agreement to Negotiate Exclusively: Good Faith Negotiations

CITY agrees that, after competitive bidding and selection process outlined above, during the Negotiation Period (as defined in Section 2 below) and provided that DEVELOPER is not in default of its obligations under this Agreement (subject to reasonable notice and opportunity to cure such default), CITY shall negotiate exclusively and in good faith with DEVELOPER, with respect to a DDA, property disposition such as a sale or Ground Lease to be entered into between CITY and DEVELOPER concerning the rights and obligations of each respective Party concerning the development of the Site. During the negotiation period, CITY shall not solicit or entertain offers or proposals from other third parties concerning the Site. DEVELOPER acknowledges, however, that CITY may, from time to time, be contacted by other developers respecting the Site and that such contact is expressly permitted so long as CITY does not initiate or further the contact and CITY indicates to such other developers that CITY has executed this Agreement with DEVELOPER and that CITY is unable to: (1) discuss anything concerning the Project; (2) discuss anything concerning these negotiations; (3) entertain any other offer or proposals; or (4) negotiate with any other developer until this Agreement expires or is terminated, as provided in Section 2 below.

The Parties agree, in consideration of this Agreement, to negotiate in good faith with each other with respect to the terms and conditions as set forth in the RFP and the proposed project to be included in the DDA, property disposition such as a sale or Ground Lease and to cooperate in the preparation thereof. The Parties shall provide each other with any information regarding the Site or Project that may be reasonably requested by any other Party.

2. Period of Negotiation

The Parties agree to negotiate in good faith for a period of two (2) years from the Effective Date, as defined in Section 14 hereof (the "Negotiation Period"). If the Parties have not agreed upon the form of a draft DDA property disposition such as a sale or the Ground Lease to be delivered to The City Council and Mayor by such date, then this Agreement shall automatically terminate.

The Negotiation Period may be extended only by written agreement between the Parties and CITY shall have the right to thereafter develop or dispose of the Site as it shall determine appropriate in its sole and absolute discretion.

This Agreement may also be terminated if the Parties agree in writing that a successful consummation of the negotiations is impossible.

3. Test and Surveys

During the Negotiation Period, DEVELOPER shall conduct such tests, surveys, and other analyses as the DEVELOPER deems necessary to determine the feasibility of designing, constructing, leasing and financing the Project and shall complete such tests, surveys, and other analyses promptly within the Negotiation Period. For these purposes, CITY shall provide to DEVELOPER, its agents and/or representatives, the right to enter onto the Site and to conduct such tests, surveys, and other procedures ("Tests").

DEVELOPER shall take all necessary effort to ensure that such Tests shall not unreasonably alter the condition of the Site, or other CITY activities on the Site. DEVELOPER shall indemnify and hold harmless the City and its departments (CITY), its Boards, Officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, reasonable attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including DEVELOPER's and any contractor's and subcontractor's employees and agents, or damage or destruction of any property of any property of the Parties hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to any such entry on the Site by DEVELOPER, its agents or representatives, provided that such indemnity shall not relate to existing Site conditions that differ substantially from existing plans and drawings, and could not have been discovered by reasonable visual inspection or reasonable and typical non-intrusive tests prior to any intrusive testing. DEVELOPER shall present CITY with evidence of a general liability insurance policy in an amount of at least \$1 million, naming the City of Los Angeles as an additional insured. The insurance policy shall cover all liability and property damage arising from DEVELOPER's employees' presence on the Site during Tests. Any destruction or alteration of site features or surfaces resulting from the tests shall be fully replaced at the full expense of the DEVELOPER within ten (10) business days.

4. Essential Terms

A. **DDA.** DEVELOPER's rights and obligations shall be specifically set-forth in the DDA and shall include without limitation all of the following:

- 1) Project Description;
- 2) Scope of Development;
- 3) DEVELOPER Site Inspection rights;
- 4) The financial relationships between the parties;
- 5) Method of land transfer and ownership rights over specific improvements that could include property disposition for sale or Ground Lease;
- 6) Scope and method of disposition for a sale or Ground Lease of property, depending on CITY's preferred method of disposition;
- 7) Design and construction of the Project, including CITY review, approval, and inspection rights, and DEVELOPER assurances;
- 8) Deposits and Costs Reimbursements;
- 9) Schedules of Performance, including effect of change;
- 10) Restrictions on Transfers;
- 11) Covenants to enter into property disposition such as sale or Ground Lease and other required agreements;
- 12) Escrow provisions, including title, deliveries to escrow, conditions to close of escrow and delivery of Site, parts thereof;
- 13) Insurance and Indemnity;
- 14) Defaults, remedies and termination;

- 15) Encumbrances and rights of lenders;
- 16) Agreement on all other matters necessary to reach a full comprehensive agreement; and
- 17) Restrictions on use of Site.

B. **Ground Lease.** The Ground Lease shall include, without limitation, provisions relating to all of the following:

- 1) Demise of the premises, including conditions, exceptions, representations and warranties;
- 2) Term, including options and extensions, if any, that may be available exclusively to the Lessee under the Ground Lease;
- 3) Payment for Ground Lease based generally on the structure proposed in the original RFP response, taxes and other charges (including appropriate security and bonds);
- 4) Restrictions on Transfers, including but not limited to, restriction that any leasehold mortgagee who may become the lessee under the Ground Lease, shall not assign or otherwise transfer any interest in the Ground Lease without written consent of the City;
- 5) Encumbrances and rights of lenders;
- 6) Possessions, use, subleasing, operations, maintenance and compliance with laws;
- 7) Construction of improvements and operations, including CITY inspection and approval rights, and environmental matters;
- 8) Insurance, indemnity, damage, destruction and eminent domain;
- 9) Default, cure, dispute, remedies;
- 10) Termination and surrender of Site; and
- 11) Administrative provisions.

5. **Development Goals for Site**

- a) Coordinate with CITY on the development and property disposition such as a sale or Ground Leasing of the Site.
- b) Provide for rental housing opportunities to low income individuals, families and/or homeless.
- c) Ensure that all uses on the Site are consistent with the local jurisdiction's adopted land use plans.
- d) Create a development which increases mobility, economic development (including job creation), and meets other community needs.
- e) Design of a development that meets community needs and standards.

6. **Topics for Negotiation**

In addition, or as supplement to the Essential Terms, as described in Section 4, the topics for negotiation (to the extent of, and as limited by the terms of the Proposal) shall include, among other things:

- a) Project assembly [e.g. re-subdivision of Site, maintaining current subdivision of Site, etc.];
- b) Structure of the transaction [include, e.g. structure of property disposition such as a sale, Ground Lease (or leases), exchanges, easements, as applicable];
- c) Method of calculating value and paying for property disposition such as a sale or Ground Lease based generally on the structure proposed in the original RFP response;
- d) The terms of the proposed DDA, property disposition such as a sale or Ground Lease and other agreements as described in Section 4 above;
- e) Availability of the Site to the DEVELOPER;
- f) Proposed land uses and appropriate assurances regarding the continued use of the Project improvements for their original intent;
- g) Site layout and conceptual architectural and urban design plans;
- h) CITY's requirements upon DEVELOPER to ensure long-term affordability of rental units;
- i) Permanent financing plan, including strategy as it relates to CITY's Managed Pipeline;
- j) Aesthetic considerations;
- k) Quality and type of construction;
- l) DEVELOPER's responsibility to obtain environmental clearances, entitlements, and project financing;
- m) Terms of DEVELOPER's construction financing and CITY's right to approve same; and
- n) Project schedule and any other considerations necessary to fully implement the proposed Project in a timely fashion.

7. Deposit

Prior to and as a condition precedent to the execution of this Agreement by CITY DEVELOPER shall submit to CITY a good faith refundable project commitment deposit ("PROJECT COMMITMENT DEPOSIT") in the amount of \$50,000 in the form of cash or certified check to subsidize holding costs.

8. Broker's Fees

The Parties represent and warrant to each other that no broker or finder has been engaged, or is in any way connected with the transactions contemplated by this Agreement. In the event any claim for brokers' or finders' fees is made in connection with the transaction contemplated by this Agreement, the Party upon whose statement, representation or agreement the claim is made shall indemnify, hold harmless and defend the other Parties from and against such claims.

9. Assignment

As a condition to any proposed assignment of this Agreement, DEVELOPER shall be required to make full disclosure to CITY of the principals, officers, stockholders, partners,

mortgagees, etc., and all other reasonable pertinent information concerning the assignee of DEVELOPER and its associates.

Except as to an assignment to an entity wholly controlled or wholly owned by DEVELOPER or a limited partnership in which DEVELOPER or an affiliate is a general partner, for which CITY's consent is not required, no assignment by DEVELOPER of its rights and obligations hereunder shall be made without the express written consent of CITY, which consent shall be given or withheld at the sole discretion of CITY. For purposes of this Agreement, an Affiliate of the Limited Partner means any investor or investment fund in which the general partner or managing member of the investor or investment fund, directly or indirectly controls, is controlled by or is under common control with the Limited Partner. Upon any permitted assignment by Developer of its rights and obligations hereunder, DEVELOPER and the permitted assignee shall execute a written assignment agreement and the succeeding entity shall be deemed DEVELOPER for all purposes under this Agreement. Notwithstanding anything which may be or appear to be herein to the contrary, no assignment hereof by DEVELOPER shall relieve DEVELOPER of its obligations under this Agreement unless specifically agreed to in writing by CITY.

DEVELOPER shall along with any request for approval of any assignments hereof, deliver to CITY the most recent financial statement and/or the financial statements of the assignee. CITY understands and acknowledges the proprietary nature of said information and, to the extent permitted by law, agree not to disclose said information to any person or entity other than representatives of CITY or their consultants, having a need to know.

CITY shall not assess a fee for its approval or any assignment, except to the extent that it incurs direct third party expenses, consultant or legal fees related to approval of the assignment in which event the fee shall not exceed the total of the direct costs incurred by CITY related to approval of the assignment.

10. CITY Obligations

During the Term of this Agreement, CITY shall deliver, within 15 days of receipt of written request thereof, any existing CITY information, studies, reports, site and construction plans or other documents which DEVELOPER may reasonably request to facilitate the Project design without cost or expense to DEVELOPER. The Parties shall cooperate to ensure timely review and revision of any DEVELOPER documents or plans.

This Agreement is an agreement to enter into a period of exclusive negotiations according to the terms hereof. CITY expressly reserves the right to decline to enter into a DDA property disposition such as a sale or a Ground Lease in the event the Parties fail to negotiate either agreement to the satisfaction of CITY. Except as expressly provided in this Agreement, CITY shall have no obligations or duties hereunder and no liability whatsoever in the event the Parties fail to timely execute a DDA as long as they negotiate exclusively in good faith and cooperate in the preparation of the DDA property disposition such as a sale or Ground Lease in accordance with Section 1 above.

Developer acknowledges and agrees that CITY has not agreed to fund, subsidize or

otherwise financially contribute in any manner toward the development of the Project other than those representations contained in the CITY RFQ/P.

By its execution of this Agreement, CITY is not committing to or agreeing to undertake: (i) disposition of land to DEVELOPER; or (ii) any other acts or activities requiring the subsequent independent exercise of discretion by CITY, other than their good faith obligation to negotiate exclusively with DEVELOPER as provided herein.

The Parties recognize that one or more of the conditions to DEVELOPER's proposal set forth herein may fail to be met as a result of subsequent studies, reviews and proceedings invoking the exercise of discretion by CITY or any public agency having regulatory jurisdiction.

DEVELOPER shall bear all costs incurred as a result of compliance with the California Environmental Quality Act and the National Environmental Policy Act relating to Developer's development of the Project; including, but not limited to, preparation of an environmental report or any other required studies or documents.

11. Non-Liability of CITY, Officials and Employees

Without limiting the provisions set forth herein, no member, official, representative, director, attorney, or employee of CITY shall be personally liable to DEVELOPER or any successor in interest, in the event of any default or breach by CITY or any obligations under the terms of this Agreement, or of any amount which may become due to DEVELOPER or to its successor under the terms of this Agreement.

12. Plans, Reports, Studies and Investigation

Upon written request by CITY, DEVELOPER shall provide the requesting agency, without cost or expense to that agency and without representation or warranty, copies of all plans, reports, studies, or investigations (collectively, "Plan") prepared by or on behalf of DEVELOPER which the DEVELOPER owns or has the copyrights to with respect to the Site and the Project. All Plans shall be prepared at DEVELOPER's sole cost and expense, and DEVELOPER agrees to indemnify, defend and hold harmless the City of Los Angeles, its departments (CITY), and its members, representatives, employees, officials, directors, attorneys, successors and assigns (collectively, "Representatives") from losses, liability, claims, causes of action, injury or expense (collectively, "Loss and Liabilities") arising from or in any way related to the cost of preparation of such Plans. Unless the Parties execute a DDA, property disposition such as a sale, or a Ground Lease before the termination of the Agreement, the Parties agree that Plans provided to CITY that have been prepared during the Term of the Agreement by or on behalf of DEVELOPER which the DEVELOPER owns or has the copyrights to with respect to the Site and the Project will be returned to Developer upon the termination of the Agreement.

13. Developer's Responsibilities

Without limiting any other provision of this Agreement, during the period of negotiations

hereunder, DEVELOPER, at its sole cost and expense, shall prepare and submit the following documents and perform the following acts all in furtherance of the negotiation process:

A. Submittals. CITY and all agencies having regulatory jurisdiction will require planning and design approval for the Project. DEVELOPER shall meet with representatives of CITY to review and come to a clear understanding of the planning and design criteria required by these agencies.

DEVELOPER, within 180 days after execution of this Agreement (subject to receipt of all plans and studies requested by DEVELOPER of CITY pursuant to Section 10), shall submit to CITY the following:

- a) Evidence of control or acquisition plan of any properties not owned by CITY but considered essential to the Project (if applicable). Evidence shall be in the form of letters of intent from each of the owners stating commitment of land, economic terms and cost basis as well as a detailed action plan and schedule relating to the acquisition of the properties.
- b) Revised or updated Project design concept plan, including a site plan and sections as necessary to describe the proposed scope and schedule.
- c) Project development schedule including milestones for site control, financing commitments, design, environmental/entitlement, construction and completion.
- d) Financing plan/economic projection for the Project. The financing plan shall include a detailed statement of the overall estimated costs of construction and, to the extent it is then available: (a) the source and availability of equity capital; and (b) construction and long-term development financing. The economic projection shall estimate income to be derived from the Project, and operating costs and debt service shall include a pro forma statement of Project return adequate to enable CITY to evaluate the economic feasibility of the proposed development of the Project. Prior to expiration of the Negotiation Period, DEVELOPER shall update the financing plan to include the source and availability of equity capital, construction and long-term financing if not previously included in the plan.
- e) Proposed term sheet for the property disposition such as a sale or Ground Lease. The proposal shall include without limitations
 1. Term, including any options,
 2. Rent amount based upon no less than fair-market value (base rent) additional rent based upon project performance and method of base rent adjustments (e.g. CPA adjustment periodic reappraisals, etc.);
 3. Recognition that CITY will not subordinate its right to the base rent for the Site, but may subordinate the right to the additional Rent if required to do so;
 4. Recognition of costs, if any, incurred by or for the benefit of any party to achieve design objectives or construction interfaces;
 5. Recognition that CITY will not subordinate CITY Ground Lease and related CITY affordability covenants and regulatory agreements;
 6. Recognition that any assignment or otherwise transfer of CITY Ground Lease if a Leasehold Mortgagee (or its nominee) becomes the Lessee

under the Ground Lease or any such new CITY lease, will require CITY's written consent to such assignment or transfer.

7. Description of any reciprocal access rights related to the common use areas; and
8. The general terms upon which DEVELOPER may enter into subleases.

DEVELOPER shall submit to CITY, within 180 days after execution of this Agreement as indicated above, the following documents utilizing the software application provided by CITY:

- a) Project description including: (1) Site size; (2) Unit mix and unit sizes; (3) Gross building area; (4) Construction type; (5) Parking type and (6) Amenities;
- b) Site plan including: (1) Unusual site conditions; (2) Current entitlements and (3) requested entitlements;
- c) Development Team roles including: (1) Service provider and what services will be provided; (2) General contractor and (3) Property manager;
- d) Pro-forma including: (1) Breakout of development costs; (2) Tax Credit calculations including self-scoring and equity calculations; (3) Construction and permanent sources and uses; (4) Residential and commercial rents; (5) Breakout of operating expenses; (6) Underwriting assumptions for tax-exempt bonds; (7) Financing assumptions for funding sources and whether the sources are secured; and (8) Cash flow analysis;
- e) Project development schedule including: (1) Milestones for site control; (2) Financing commitments, (3) Design; (4) Environmental/Entitlements; (5) Construction and (6) Completion; and
- f) Other documents as required by CITY.

B. Design Review: CITY and all agencies having regulatory jurisdiction will require planning and design approval for the Project. DEVELOPER shall meet with representatives of CITY and City to review and come to clear understanding of the planning and design Criteria required by CITY.

C. Cost Disclosure: To support negotiation of property disposition such as a sale or the Ground Lease, the DEVELOPER agrees to disclose to CITY all costs and revenue projections for the proposed Project, including the terms under which the DEVELOPER has been able to obtain control of any other adjacent properties to be included in the Project.

D. Further Information: CITY reserve the right at any time to request from DEVELOPER additional or updated information including data, and commitments to ascertain the depth of the DEVELOPER's capacity and desire to lease and develop the Site expeditiously. CITY will provide a reasonable time for DEVELOPER to submit to the respective agency such additional information.

14. Effective Date and Signatures

The Agreement shall be deemed effective as of August 4, 2024 (the "Effective Date"). The termination date of the Agreement is August 4, 2026. Unless otherwise prohibited by law or City policy, an electronic or scanned signature shall have the same force and effect as an original ink signature. For the purposes of this Agreement, "electronic signature" is an electronic identifier, created by computer, attached or affixed to or logically associated with an electronic record, executed or adopted by a person with the intention of using it to have the same force and affect as the use of a manual signature, and "scanned signature" is a manual signature that has been placed on a document that has been scanned into an electronic record.

15. Entire Agreement

This Agreement represents the entire agreement of the Parties with respect to the matters set forth herein. This Agreement may not be amended except in writing signed by all the Parties hereunder.

16. Covenant Against Discrimination

DEVELOPER shall not discriminate against nor segregate any person, or group of persons on account of sex, race, color, age marital status, transgender status, religion, handicaps, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Site, nor shall the DEVELOPER establish or permit any such practice or practices of discrimination or segregation in the selection, location, number, use or occupancy of tenants, lessees, subtenants, subleases or vendees of the Site.

17. Notices

All notices required or permitted hereunder shall be delivered in person, by overnight courier, or by registered or certified mail, postage prepaid, return receipt requested to such party at its address shown below, or to any other place designated in writing by such Party.

DEVELOPER:

Women Organizing Resources, Knowledge and Services (WORKS)
795 N. Avenue 50
Los Angeles, CA 90042
Attention: Mary-Jane Wagle, Chief Executive Officer and Board Chair

GTM HOLDINGS, LLC.
250 N. Harbor Drive, Suite 311
Redondo Beach, CA 90277

Attention: Mark Walther, President

With a copy to:
Linc Housing Corporation
3590 Elm Avenue
Long Beach, CA 90807
Attention: Cecilia Ngo, Vice President

CITY:

City of Los Angeles
Los Angeles Housing Department
1901 Sunset Boulevard Suite 300
Los Angeles, CA 90026
Attention: Tiena Johnson Hall, General Manager

Any such notice shall be deemed received upon delivery, if delivered personally or by FAX or email, (1) the next business day after delivery by a courier, if delivered by courier, and three (3) days after deposit into the United States Mail, if delivered by registered or certified mail.

[REMAINDER OF THE PAGE INTENTIONALLY OMITTED]

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, CITY AND DEVELOPER have signed this Agreement as of the dates set forth below.

CITY:

Los Angeles Housing Department

By: _____ Date: _____
Craig Joseph Arceneaux
Assistant General Manager

City of Los Angeles Department of Transportation

By: _____ Date: _____
Daniel E. Mitchell
Assistant General Manager

Approved as to form:

HYDEE FELDSTEIN SOTO
City Attorney

By: _____ Date: _____

DEVELOPER

Women Organizing Resources, Knowledge and Services,
a California nonprofit public benefit corporation

By: _____
Mary-Jane Wagle, Chief Executive Officer and Board Chair
Date: _____

By: _____
Jacqueline Thomas, Secretary
Date: _____

GTM Holdings, LLC, a California limited liability company

By: _____
Mark Walther, Manager

Date: _____

By: _____
Michelle Walther, Manager

Date: _____

EXHIBIT A

**LEGAL DESCRIPTION
[INSERT UNDER THIS COVER]**

EXHIBIT A
Legal Description

Real Property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

LOT 8 AND 10 OF BLOCK 15 OF OF EAST LOS ANGELES, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BOOK 3, PAGES 194 AND 196 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER.

EXCEPTING THEREFROM THE SOUTH 40 FEET OF SAID LOT 10

APNS: 5204-016-900 AND 5204-016-901

THE SOUTH 20 FEET OF LOT 8 AND THE NORTH 20 FEET OF LOT 10 IN BLOCK 11 OF EAST LOS ANGELES, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGE 194, MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY OF SAID COUNTY.

THE NORTH 40 FEET OF LOT 8 OF LOT 8 IN BLOCK 11 OF EAST LOS ANGELES, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGE 194, MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY OF SAID COUNTY.

THE SOUTH 40 FEET OF LOT 10 IN BLOCK 11 OF EAST LOS ANGELES, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGE 194, MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY OF SAID COUNTY.

APN: 5204-005-901

LOT 7, 8, 9, 10 AND 12, IN BLOCK OF EAST LOST ANGELES, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN THE BOOK 3, PAGES 194 AND 195 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

EXCEPT THEREFROM THE WEST 20 FEET OF LOTS 8, 10 AND 12.

APN: 5204-011-903 (portion)

LOT 8 AND THE SOUTH 40 FEET OF LOT 10 IN BLOCK 16 OF EAST LOS ANGELES IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGE 194, MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY OF SAID COUNTY.

APN: 5204-015-901

THE NORTH 55 FEET OF LOT 10 IN BLOCK 12 OF EAST LOS ANGELES, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGE 194, MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY OF RECORDER OF LOS ANGELES COUNTY.

LOT 8 AND 5 FEET OFF THE ENTIRE SOUTH SIDE OF LOT 10 IN BLOCK 12 OF EAST LOS ANGELES, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGE 194, MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY OF RECORDER OF LOS ANGELES COUNTY.

EXCEPT 5 FEET OFF THE ENTIRE SOUTH SIDE OF SAID LOT 8 DEEDED TO THE CITY OF LOS ANGELES FOR ALLEY PURPOSES.

APN: 5204-004-901

Attachment C - Map of LADOT Parking Lots for Housing Development Sites in Lincoln Heights, Los Angeles 90031

C.5:
154-164 S Avenue 24

C.4:
2416-2422 N Workman St.

C.3:
2332-2338 N Daly St.
2331-2337 N Workman St.

C.2:
216 S Avenue 24

C.1:
2332-2340 N Workman St.

