

CARES Contracts and Reports

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27. Phase I.

- a. Real Property Baseline Report and Analysis (May 24, 2005)



May 24, 2005

Mr. Ed Bradley
Contracting Officer's Technical Representative (COTR)
U.S. Department of Veterans Affairs
Acquisition Operations Services (049A3H)
810 Vermont Avenue
Room 765
Washington, DC 20420

Dear Mr. Bradley:

On behalf of the MicroTech Team, I am happy to provide the enclosed Phase 1. Real Property Baseline Report and Analysis for Task Order number 3, of contract number 101-X50031 for Enhanced Use Lease Analysis. We have analyzed the Government Furnished Information (GFI) to provide the information contained within this report.

We look forward to our continued partnering with the U.S. Department of Veterans Affairs throughout this task order and in the future. I will be contacting you soon to discuss this document in detail. Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

Original Signed

Anthony R. Jimenez
President and CEO
MicroTech, LLC
8320 Courthouse Road, Suite 500
Vienna, VA 22182
(703) 891-1073
TJimenez@microtechllc.com

27 A-1

Real Property Baseline

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1. SITE DESCRIPTION

The site occupies approximately 390+/- acres south of Sunset Boulevard. The site is bounded on the east by San Diego Freeway 405 and the Brentwood Glen residential neighborhood, on the south by Ohio Avenue and a residential neighborhood, on the west by Barrington Avenue, Bringham Avenue, San Vicente Boulevard, and Federal Avenue, and on the north by the Brentwood Glen residential neighborhood.

The site is divided into two districts by Wilshire Boulevard: about two thirds of the land is located within the north campus (north of Wilshire Boulevard) and one third within the south campus (south of Wilshire Boulevard) (Figure 1-1, Campus Districts, provided at the end of this section). The two campuses are linked by Bonsall Avenue which runs north-south through the site and passes beneath Wilshire Boulevard. Ramps connect Wilshire and Bonsall.

The campuses may be further described as containing five focus areas (Figure 1-2, Focus Areas, provided at the end of this section). For the purposes of this study, from north to south, these areas are designated as North Campus Recreation Area, Historic Village, Revitalization Area, Wilshire Viewshed, and South Campus Medical Center. The North Campus Recreation Area is a combination of sports grounds for use by the VA and Brentwood School, including a small golf course and playing fields, the Japanese garden, the veteran's garden, the Jackie Robinson Baseball Stadium, and three out lease parcels with access from Barrington Avenue.

On the north campus, Bonsall Avenue is essentially the eastern boundary of the two historic districts containing VA facilities. The 8-acre parcel proposed for the State Veterans Home is part of a larger area that separates the two historic districts. The focus area designated as Historic Village includes the two historic districts and the land area between them bounded by Bonsall Avenue on the east and Bringham Avenue on the west. To the east of Bonsall are the back-of-house operations / warehouse / mechanical yard and Parking Area 29 that comprise the Revitalization Area.

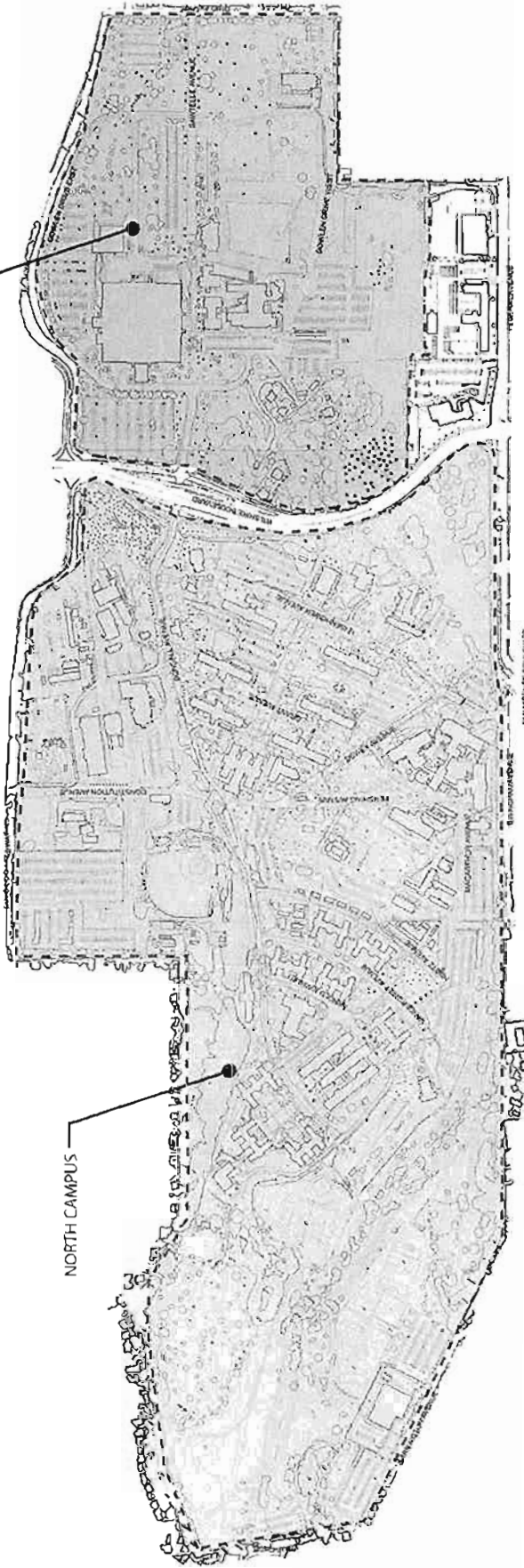
On both sides of Wilshire Boulevard are substantially green open space areas with smaller historic structures and mature heritage trees. There are two large parking lots within the Wilshire Viewshed focus area that detract from the visual quality of the landscape.

The southern three quarters of south campus contains the VA hospital complex and outpatient treatment facilities and is designated as South Campus Medical Center. The primary access to south campus is from Wilshire Boulevard. There is a secondary entrance from Ohio Avenue. A circular road provides internal circulation within the south campus. Most of the area outside of the circular Dowlen Drive is landscaped with grass and a variety of trees.

FIGURE 1-1, CAMPUS DISTRICTS

SOUTH CAMPUS

NORTH CAMPUS



Department of
 Veteran Affairs
 West Los Angeles Campus
 Contract No. 101-X50031
 Los Angeles, CA

LEGEND
 North Campus
 South Campus
 Study Area Limit

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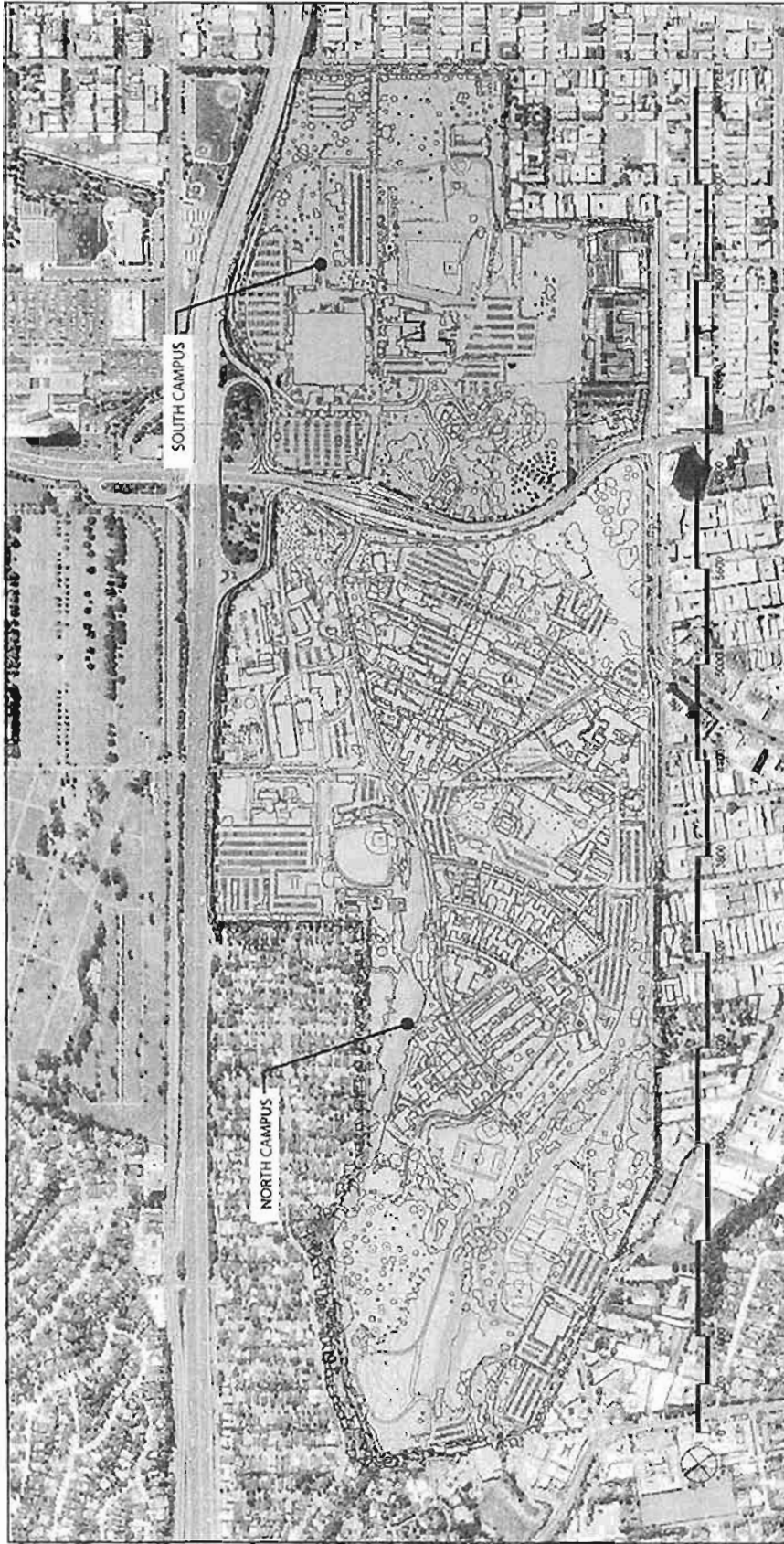
PATTON BOGGS, LLP - Architecture/Law
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Campus Districts

27A-0



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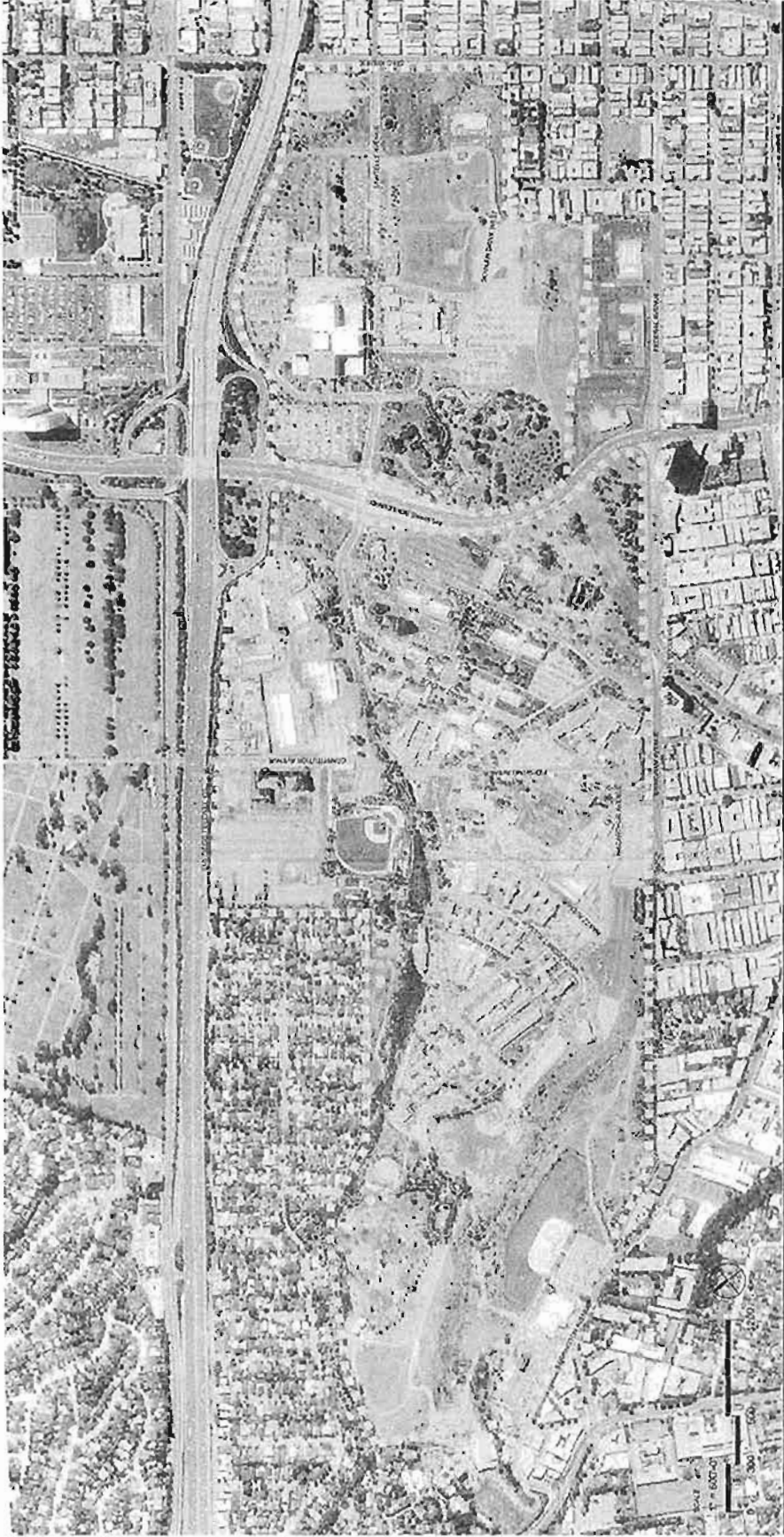
Campus Districts

- 1:50,000
- North Campus
 - South Campus
 - Study Area Limit

PREPARED BY
 MICROTECH, LLC, d/b/a CompSite
 PATTON BOGGS, LLP, d/b/a PwC
 CSRE, d/b/a Earth Systems
 GENSLER ARCHITECTS
 EDARC, INC. Landscape Architecture and Design
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 Los Angeles, CA

Aerial Photograph

10/28/05

Study Area Limit

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MICROTECH, LLC, Project Consultant

PATTON BOGGS, LLP, Attorney at Law

CHRS, Ball & Associates

GENSLER, Architects

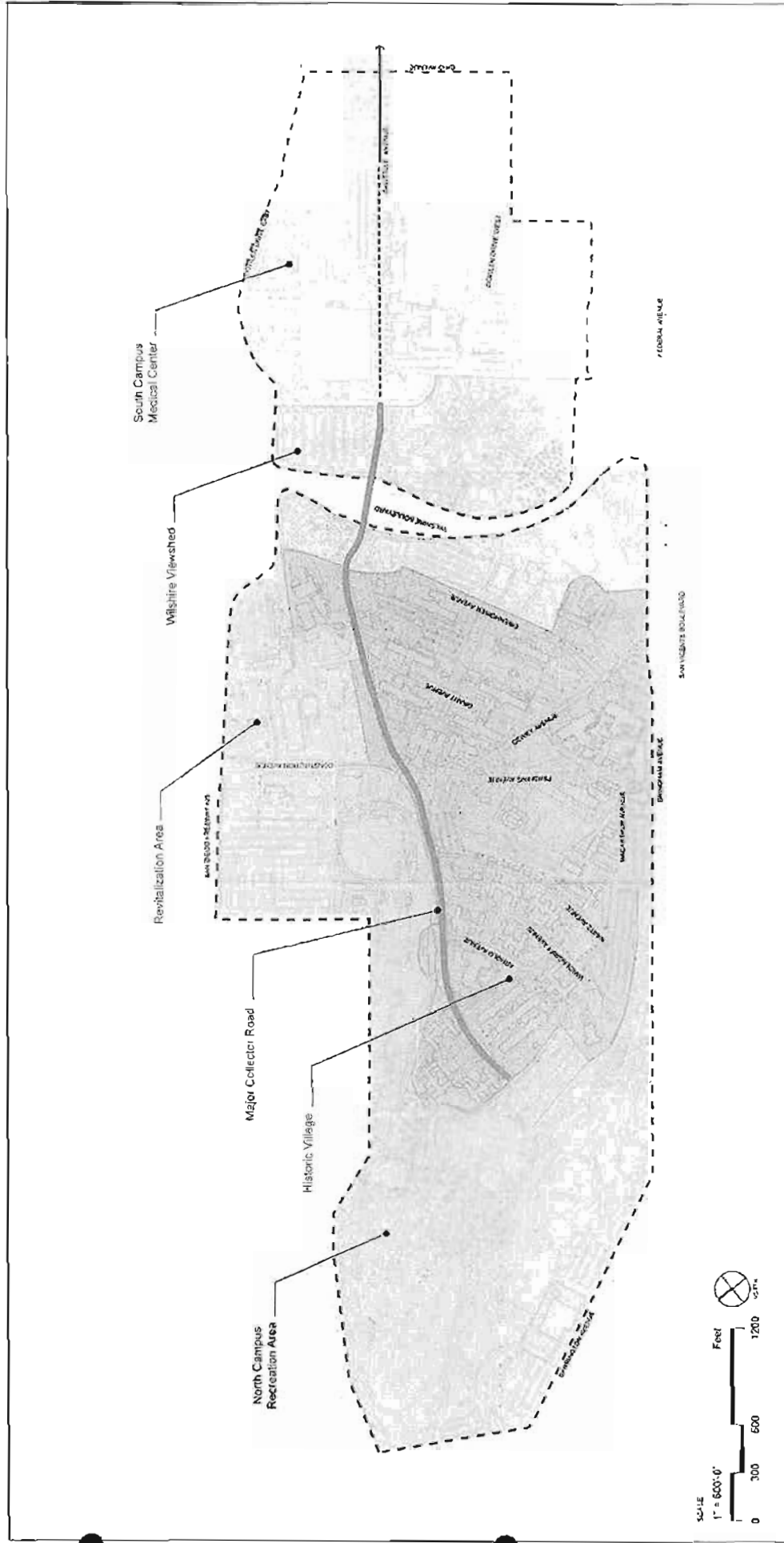
ED RW, INC, Landscape Architect and Design

ORNL, INC, Environmental Hydrogeologist

APEX

27A-B

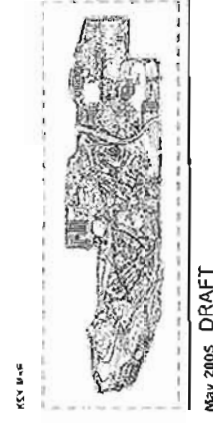
FIGURE 1-2, FOCUS AREAS



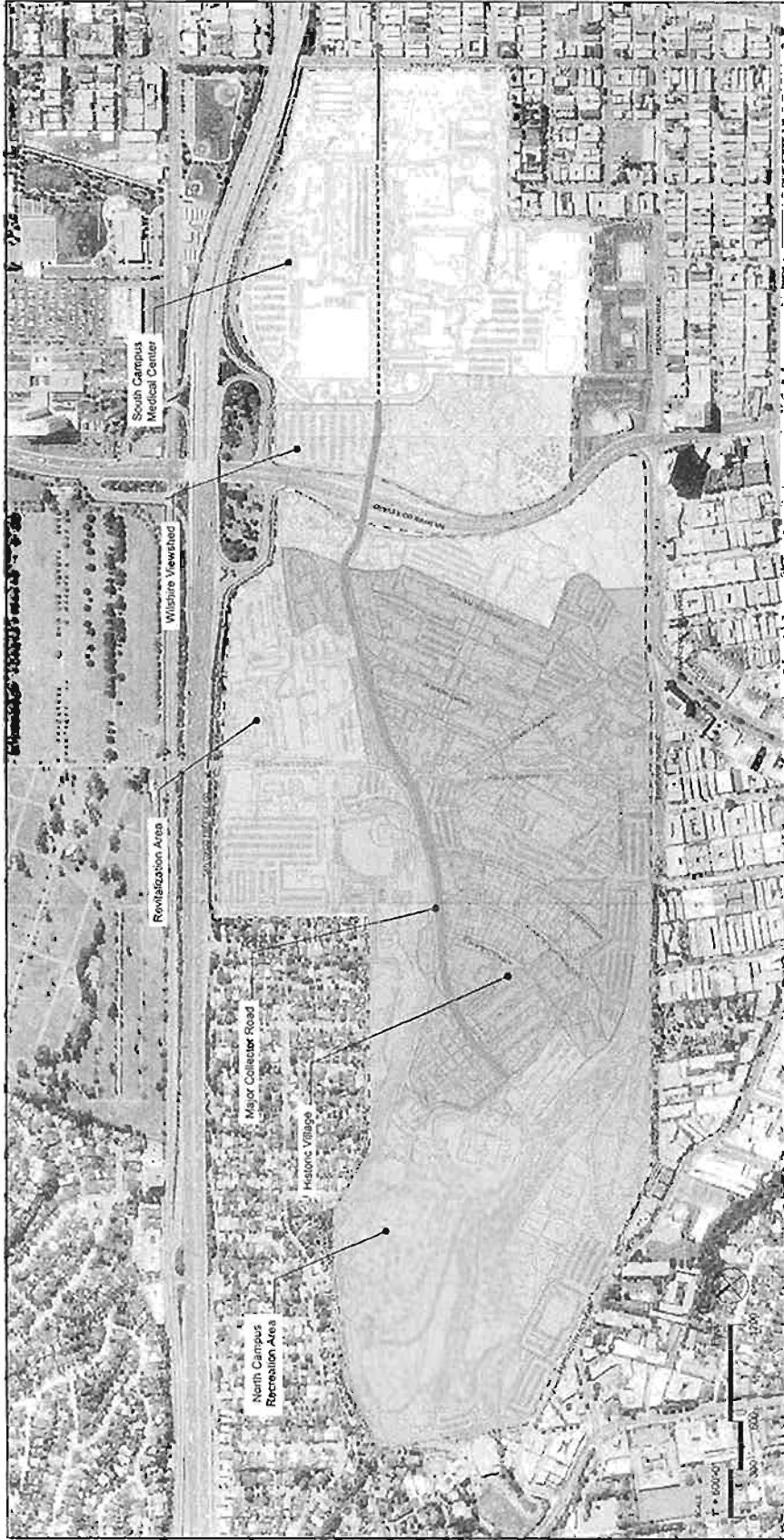
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- LEGEND
- North Campus Recreation Area
 - Historic Village
 - Revitalization Area
 - White Viewshed
 - Medical Center
 - Primary Spine
 - Study Area Limit

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 - PATTON BOGGS, LLP - Attorney-in-Law
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27A-10



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Focus Areas

- LEGEND**
- North Campus Recreation Area
 - Historic Village
 - Reinvestigation Area
 - Wilshire Viewshed
 - Medical Center
 - Primary Street
 - Study Area Limit

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APEX

2.0 EXISTING BUILDING OVERVIEW

The VA West Los Angeles Medical Center Campus includes 104 buildings ranging in size from a 144 SF gatehouse to the 900,000 SF Wadsworth Hospital. Nearly half of the campus buildings are less than 10,000 SF in size and one quarter are in the range of 45,000- 65,000 SF. Only three buildings exceed 3 stories. Twelve buildings are listed as vacant and 14 more are staff housing or garage.

Of the 104 buildings in the portfolio, only 15 of them are less than fifty years old. All others may be subject to NHPA. Fourteen buildings have been seismically evaluated as high risk or very high risk. In addition, there are 13 non-exempt buildings that should be evaluated before renovation or re-use. Figure 2-1, Existing Buildings Map, provided on the next pages, provides a graphical representation of the information reviewed here. Additionally, Figure 2-2, Existing Buildings Spreadsheet, provided at the end of this section provides the data gathered regarding these buildings.

Historic Preservation Information

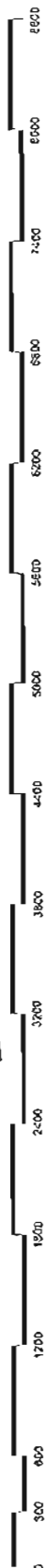
The data on the status of historic buildings seems to be incomplete. On the site visit we were told that there were two historic buildings (the trolley station and chapel), the Office of Facilities Management web site indicates that those two buildings are on the National Register and that 41 buildings in the Brentwood and Wadsworth districts are considered significant. The Building Data Sheet lists 89 buildings of an age that might be potentially historic.

For purposes of the Baseline, we assumed that any structure more than 50 years old may be eligible and is considered as a potentially historic structure in this evaluation (please see Figure 2-3, Historic Buildings).

Building condition information

Building Condition Reports that describe current conditions of each building would be necessary to assess individual buildings in terms of building systems (MEP), roofing, historic resources, structural type, hazardous materials, seismic evaluation, utilities and services to the building, etc. This type of information would allow a more detailed determination of re-use potential.

FIGURE 2-1, EXISTING BUILDINGS MAP



**Department of
Veteran Affairs
West Los Angeles Campus**

Contract No. 101-X50031
Los Angeles, CA

LEGEND
000 Existing Building Number
--- Study Area Limit

KEN AUP



May 2005

PREPARED BY

KENNETH AUP

MICROTECH, LLC Prime Contractor

PATTON BOGGS, LLP - Architects-in-Charge

CBRE - Real Estate Services

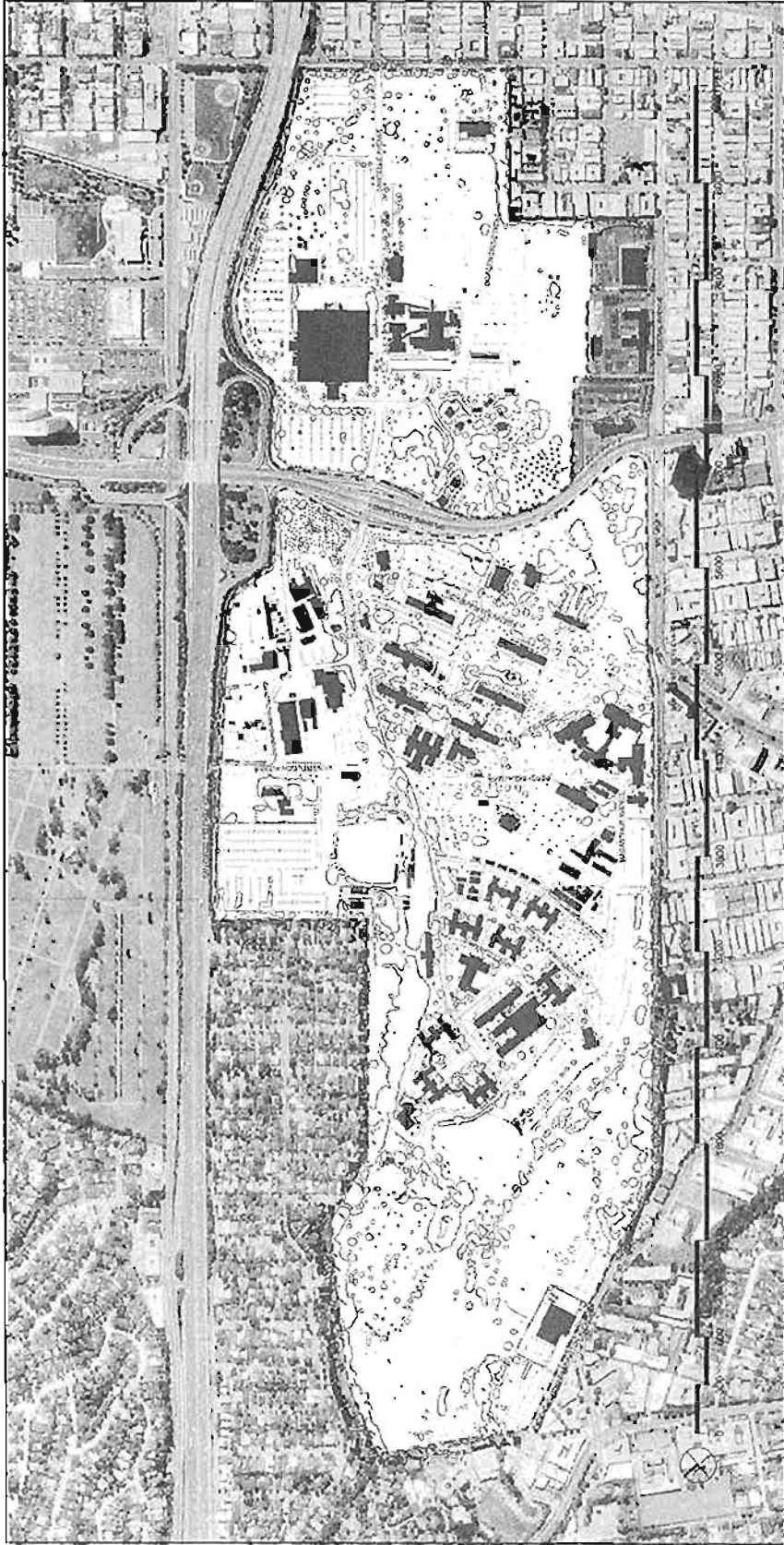
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APEX

Existing Buildings



15-0000

Department of
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 West Los Angeles Campus
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 Los Angeles, CA

Existing Structures

- Existing Structures
- Study Area Limit

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 CERE - PAUL FORSTER
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 ONIK, INC. - ENVIRONMENTAL PLANNING AND ANALYSIS
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FIGURE 2-2, EXISTING BUILDINGS SPREADSHEET

REAL PROPERTY BASELINE

ENVIRONMENTAL BASELINE - HISTORIC CULTURAL

Building Number	Building Name	Completion Date	Revised	Historic Building Status	Historic District	Building Area GSF	Number of Stories	Stories	Seismic	GSA Use	VA occupancy	Non-VA occupancy
12	Emergency Generators	1969		R	Y	1,075	1	1	Exempt	Industrial	Industrial	
13	Vacant	1920		R	Y	52,504	1 and 2	1	Exempt	Storage	Vacant	
14	Single Garage	1920		R	Y		1	1		Housing	Staff housing	
20	Chapel	1900		R	Y	8,758	1+	1	Exempt	Other	Chapel	
23	Governors House	1900		R	Y	3,448	3	1	Non	Housing	Staff housing	
33	Single Quarters	1893	1995	R	Y	1,200	1+	1	Exempt	Housing	Staff housing	
44	Engr. Shops						2	1		Industrial	Engineering	
46	Engr. Shops	1929		Y		11,084	1	1	Exempt	Industrial	Engineering	
63	Main And Oper.	1959		R		720	1	1	Non	All Other	Engineering M&O	
66	News Stand/Trolley House		1995	R	Y	600	1	1	Exempt	Housing	Vacant	
83	Engr. Storage		1995	R			1	1		Housing	Storage	
90	Duplex Quarters	1927		R	Y	4,752	1	1	Non	Housing	Staff housing	
91	Duplex Quarters	1927		R	Y	4,752	1	1	Non	Housing	Staff housing	
97	Steel Water Tank			R			N/A	1		All Other	Facilities	
104	Two Car Garage	1928		R	Y	500	1	1	Exempt	Research &	Staff housing	
105	Three Car Garage	1928		R	Y	600	1	1	Exempt	Research &	Staff housing	
111	Gate House (West)			R	Y	144	1	1		Research &	Vacant	
113	Research	1928	1997	R	Y	60,000	2+	1	Exempt	Other	Animal research	
114	Research	1928		R	Y	66,921	2	1	Except Hi	Research &	Research lab	
115	Research	1928		R	Y	60,314	3	1	Except Hi	Storage	Research lab	
116	New Directions	1928	1997	R	Y	60,309	3	1	Exempt	Storage		New Directions
117	Research	1929		R	Y	20,879	1	4	Except Hi	All Other		Research lab
156	Vacant	1928		R	Y	60,000	2	4	Exempt	Housing	Vacant	
157	Vacant	1928		R	Y	45,000	1	3	Exempt	Other	Vacant	
158	Brentwood Hospital	1928		R	Y	47,134	2	3	Exempt	Other	Pharmacy Mail	
187	Baseball Clubhouse	1893		R			1	2		All Other		UCLA outbase

REAL PROPERTY BASELINE

ENVIRONMENTAL BASELINE - HISTORIC CULTURAL

Building Number	Building Name	Completion Date	Remodel	Historic Building		Historic District	Building Area GSF	Number of Stories	Stories	Seismic	GSA User	VA occupancy	Non-VA occupancy
				Status	District								
199	Hoover Barracks	1922		R			3,600	2	3	Exempt	Other	Vacant	
205	Brentwood Hospital	1959		R			53,047	2	3	Except HI	Service	Mail/Repto & Vacant	
206	Brentwood Hospital			R	Y		47,068	2	3	Except HI	Research & Homeless		Salvation Army outlease
207	Brentwood Hospital	1977		R	Y		47,015	2	1	Except HI	All Other		
208	Brentwood Hospital	1927		R			47,265	2	3	Except HI	Other	Rehabilitation	
209	Brentwood Hospital	1928	1989	R			46,708	2	3	Exempt	Other	Vacant	
210	Brentwood Hospital	1928	1990	R	Y		39,677	2	3	Non	Other	Research/MIRE	
211	Brentwood Theatre		1985	R	Y		11,490	1+	3	Non	Other		Wadsworth outlease
212	Dom. Prosthetics	1930	1990	R	Y		62,860	3+	3	Except HI	Other	Prosthetics	
213	NHCU Pol. And Dyalysis	1930		R	Y		82,560	3+	3	Exempt	Office	Nursing Home	
214	Domiciliary	1930		R	Y		53,000	3	1	Exempt	Other	Domiciliary	
215	N.H.C.U. Domiciliary Office and Classroom	1930		Y	Y		53,000	3	4	Exempt	All Other	Nursing Home Office and Classroom	
217		1930		Y	Y		58,000	4	4	Exempt	Service		
218	Administration	1921		R	Y		75,121	4	4	Non	All Other	Administration dental clinic, Wadsworth offices	
220	Dental Grac EEO Office	1928		Y	Y		29,876	3	4	Non	Storage		
222	Mail Out Pharm.	1921		Y			26,565	1	4	Except HI	Office	Mail Out Pharm.	
224	Station Laundry	1932		Y			29,257	1	4	Non	All Other		Marriott Laundry
226	Wadsworth Theatre	1937		Y	Y		20,876	1+	4	Non	Other		UCLA Theatre
231	Grounds Maintenance Equipment	1940		Y				1	3		Other	Storage	
232	Utility Building	1940	1977	Y	Y			1	1		Other	Utilities	
233	Hazard Field	1945		R	Y		840	1	1	Exempt	Office	Vacant	
236	Police Station	1945		Y			7,103	1	1	High Risk	Other	Security	
249	Greenhouse	1945		R			2,860	1	1	Exempt	Office	Vet Garden Center	
250	Lath House	1946		Y			1,200	1	1	Exempt	All Other	Vet Garden Center	
256	Brentwood Hospital	1938		Y	Y		47,875	2+	1	Except HI	Storage	FTS/Research Eye Clinic	

REAL PROPERTY BASELINE

ENVIRONMENTAL BASELINE - HISTORIC CULTURAL

Building Number	Building Name	Completion Date	Renovated	Historic Building Status	Historic District	Building Area GSF	Number of Stories	Stories	Seismic	GSA Use	VA occupancy	Non-VA occupancy
257	Blenwood Hospital	1938		Y	Y	57,366	2+	3	Except HI	All Other	Hospital Psychiatry/New Directions north	
258	Blenwood Hospital	1938		F	Y	65,575	3	3	Except HI	Service	Montsi Health offices/dorm	
259	Comp. Work Therapy	1938		Y		3,685	1	4	High Risk	All Other	CWT	
264	Day Treatment Hosp.	1941		Y		10,080	2	1	Exempt	Industrial		FBI Outbase
265	Vacant	1941		R		2,403	1	2	Exempt	Storage	Vacant	
266	Supply Warehouse	1939		Y		3,234	1	1	Exempt	Storage	Vacant	
267	Office Mach. Repair	1938		Y		6,848	1	1	Exempt	All Other	Vacant	
278	Uniform Dry Clean	1946		Y	Y	3,000	1	1	Non-		Vacant Uniform Storage	
295	Steam Plant	1940		Y		5,720	2 or 3	1	High Risk	All Other	Steam Plant	
296	chemical storage	1944		Y		219	1	1		Office		
297	Supply Warehouse	1945		Y		32,700	14	1	Exempt	Research & Warehouse		
298	Residential TX Center	1923		Y		4,187	1			Office	Vacant	
299	High Voltage Switchgear					650		1	Non-	All Other		
300	Dielectric	1945		Y	Y	68,824	1 and 2	1	Except HI	Housing	Kitchen	
301	AFCE and Telephone	1946		Y	Y	2,843	1	1	Exempt	Housing	AFGE	
302	Underground Stor Tank	1943		Y			N/A	3		Housing		
303	Elev. Water Storage Tank	1945		Y			N/A	1		Housing	Facilities	
304	Research/Med. Support	1944		Y		89,267	2	3	Exempt	Housing	Research	
305	Engr. Transportation	1944		Y		1,820	1	1	Exempt	Housing	Transportation	
306	Post Office and Canteen	1945		Y	Y	14,281	1+	2	Non-	All Other	Canteen, Post Office, Store	
307	Single Quarters	1945		Y	Y	1,200	1	1	Exempt	Housing	Staff housing	
308	Single Quarters	1945		Y	Y	1,728	1	1	Exempt	Storage	Staff housing	
309	Two Car Garage	1946		Y	Y	100	1	1		Storage	Staff housing	
310	Two Car Garage	1947		Y	Y	400	1	1		All Other	Staff housing	
311	Modular Home #1	1946		Y		1,400	1	1	Exempt	All Other	Staff housing	

ENVIRONMENTAL BASELINE - HISTORIC CULTURAL

REAL PROPERTY BASELINE

Building Number	Building Name	Completion Date	Remodel	Historic Building Status	Historic District	Building Area GSF	Number of Stories	Stories	Seismic	GSA Use	VA occupancy	Non-VA occupancy
312	Modular Home #2	1948		Y		1,400	1	1	Exempt	Research &	Staff housing	
315	Storage/Engr. Shops	1936		Y		3,600	1	1	Exempt	All Other	GSA Motor Pool	
318	Modular Home #3	1934		N		1,400	1	1	Exempt	All Other	Staff housing	
319	Supply Storage	1952		Y		800	1	1	Exempt	Hospital	storage	
320	Supply Shed	1951		Y		1,200	1	1	Exempt	Industrial	storage	
325	Restrooms	1957		N			1			Industrial	Vet Garden Center	
326	Horticultural Office	1955		Y			1	1		Office	Vet Garden Center	
327	Restrooms	1947		N			1	1		All Other	Vet Garden Center	
329	Golf Club House	1955		Y		265				Service		
330	Nursery Garden	1946		Y		1,500	2	2	Exempt	All Other		
332	Storage	1956		Y			1	7		Storage	Vet Garden Center	
333	Tool Shed	1945		Y			1	0		Storage	Vet Garden Center	
336	Restrooms	1964		N			1	1			Restrooms	
337	Animal Housing Rosh	1994		N		6,772	1	1	High Risk	Research	Animals	
339	Bandshell	1948		Y		530	1	1	Exempt		Bandstand	
340	Radiation Waste	1964		Y	Y		1	1				
342	Storage - Waste Flammable	1956		Y	Y		1	1				
345	Neutron Therapy Fac.	1981		Y		15,620	1+	1	Exempt		Radiation therapy	
346	Waste Storage			Y	Y		1	1				
500	Wadsworth Hospital	1955		Y		900,000	6+	6	Except HI		Hospital	
501	Mechanical HVAC	1962		N		30,000	2	2	Exempt		Emergency Center	
502	Oxygen Storage Pad	1960		N			N/A					
505	Plant Shop	1962		N		5,000	1	1	Exempt		Plant Shop	
506	District Counsel	1976		N	Y	9,320	1	1	Exempt		District Counsel	
507	Magnetic Resonance Imaging	1979		N		6,000	1	1	Exempt		MRI	
508	New Station Laundry	1968		N		45,000	1	1			Laundry	
509	Recycling Center	1992		N		3,750						Recycling

REAL PROPERTY BASELINE

ENVIRONMENTAL BASELINE - HISTORIC CULTURAL

Building Number	Building Name	Completion Date	Remedial	Historic Building Status	Historic District	Building Area GSF	Number of Stories	Stories	Seismic	GSA Use	VA occupancy	Non-VA occupancy
510	Transportation	1991		N		4,782						
511	Storage	1998		N		9,838						
	Brenwood School Sharing Agreement	1999		N			N/A					Brenwood School
	Brenwood C of C Lease	2002		N			N/A					surface parking outlease
	Post Office Lease	2003		N			1					Post Office Lease
	Brenwood Park Lease			N			N/A					Brenwood Park Lease
	Open Space - Japanese Garden, Waterfall and Pool			N			N/A			Garden		
	Open Space			N			N/A					
	Brenwood Park Lease			N			N/A					Brenwood Park Lease
	Oil Lease			N			N/A					Oil Lease
	Oil Lease			N			N/A					Oil Lease
	Red Cross						1					Red Cross Headquarters outlease
	Air Force Property						N.I.C.				N/A	N/A
	U.S. Army Property						N.I.C.				N/A	N/A
	California National Guard Property						N.I.C.				N/A	N/A

Seismic Status

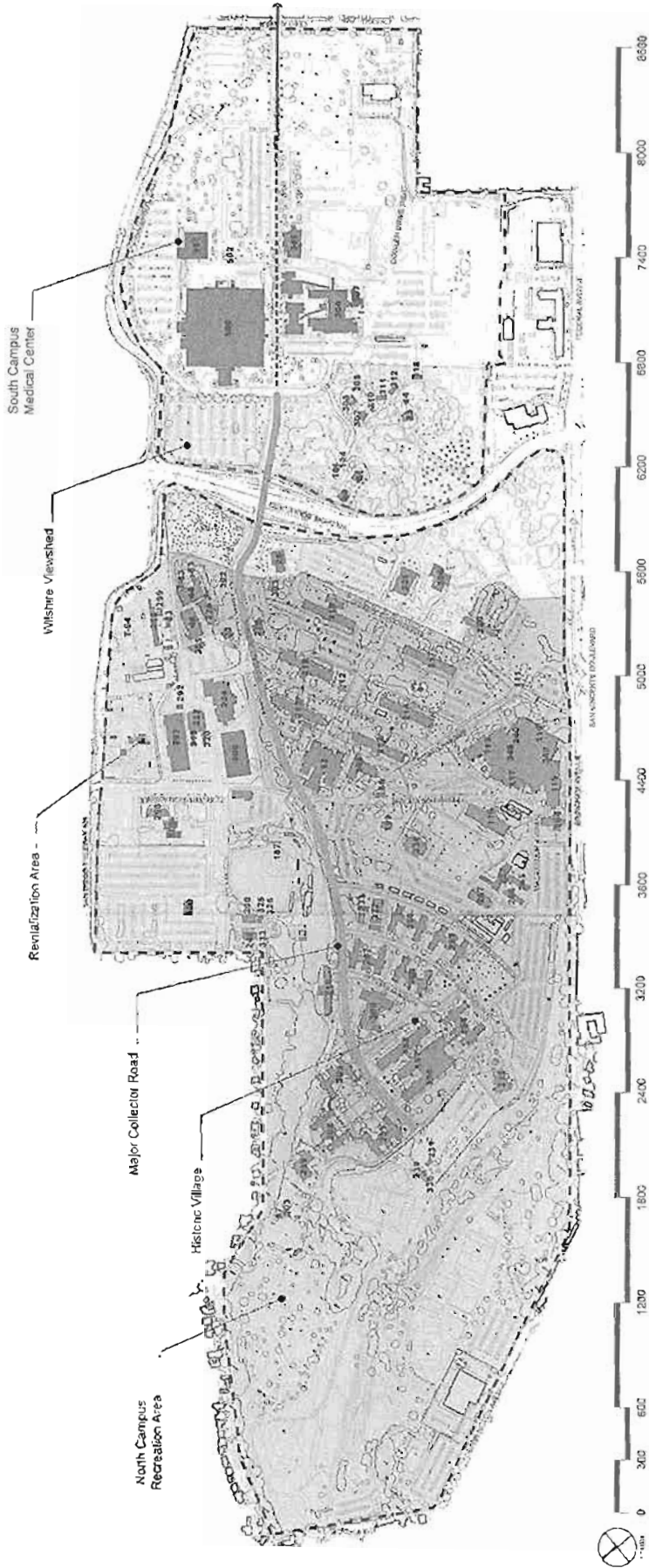
Exempt - Buildings that fit within the VA's list of exemptions
 Non - Exempt - Buildings that do not fit within the specific list of exemptions. These buildings should be evaluated for seismic status prior to reuse development
 High Risk - Buildings identified as needing seismic upgrade

N - Not Historic
 Y - Over 50 years old
 R - Registered on VA list

NOTES

Except HI - Buildings identified as having an exceptionally high need for seismic upgrade

FIGURE 2-3, HISTORIC BUILDINGS



Department of
 Veteran Affairs
 West Los Angeles Campus

Contract No. 101-X50031
 Los Angeles, CA

Historic Building Reuse Potential

- 1:20,000
- High
 - Medium
 - Low
 - Study Area Limit

1/4" = 100'



May 2005

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IMAGINATION

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PATTON BOGGS, LLP - Architectural

CBRE - Real Estate Services

GENSLER-ARCHITECTS

EDAW, INC. - Landscape Architecture and Design

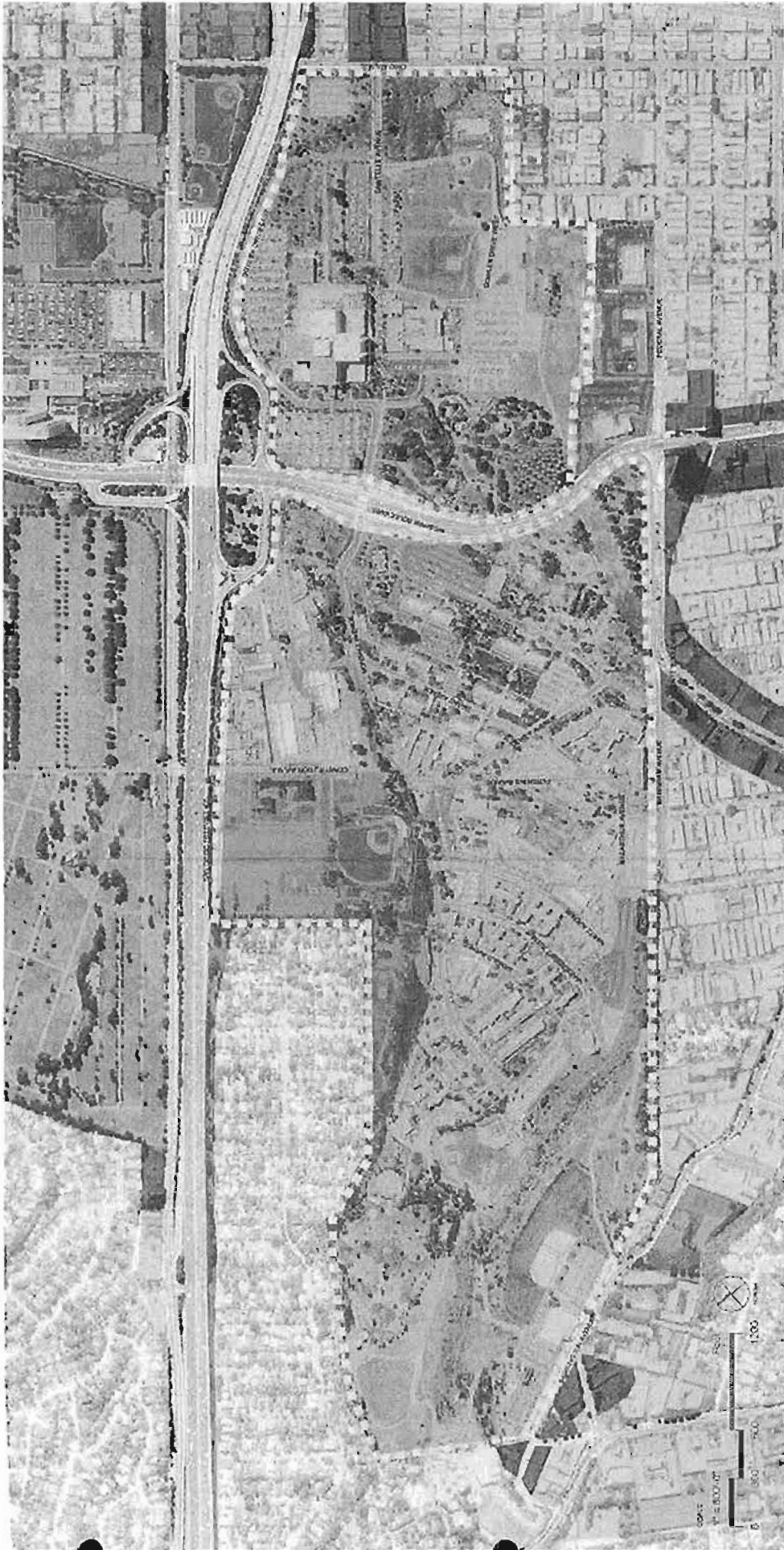
DMJM, INC. - Environmental Engineers and Planners

RFLX

3. SURROUNDING LAND USES

Surrounding land uses are predominantly residential (Figure 3-1, Surrounding Land Uses, provided at the end of this section). Across the San Diego Freeway 405 to the east is Los Angeles National Cemetery adjacent to the Westwood single-family residential neighborhood and the UCLA campus. To the south is the West Los Angeles Center neighborhood of multi-family and single-family residential. To the west is the Brentwood multi-family neighborhood on both sides of the San Vicente Boulevard retail corridor. To the north are the Brentwood Heights and Brentwood Glen single-family residential neighborhoods and the nearby Getty Institute.

FIGURE 3-1, SURROUNDING LAND USES



**Department of
Veteran Affairs
West Los Angeles Campus**

Contract No. 101-A50031

Los Angeles, CA

Sitric Planning Context

May 2005

LEGEND

- Single Family Residential
- Multi Family Residential
- Commercial
- Open Space
- Public Facilities
- Commercial
- Unzoned
- Study Area Unit

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A S I B I N C O R P

ARCHITECTURE PLANNING CONSULTING

PATTON BOGGS LLP - ARCHITECTS

CBRE - LEASING SERVICES

GENSLER - ARCHITECTS

LDARK, INC. - LANDSCAPE ARCHITECTURE AND DESIGN

ONIZI, INC. - ENVIRONMENTAL ENGINEERING AND PLANNING

APEX

27A-26

4. BOUNDARY SURVEY

The site is bounded on the east by San Diego Freeway 405 and the Brentwood Glen residential neighborhood, on the south by Ohio Avenue and a residential neighborhood, on the west by Barrington Avenue, Bringham Avenue, San Vicente Boulevard, and the three out-parcels along Federal Avenue, and on the north by the Brentwood Glen residential neighborhood. The following page presents a graphical representation of the boundary survey information in Figure 4-1, Property Boundary.

FIGURE 4-1, PROPERTY BOUNDARY



Department of
 Veteran Affairs
 West Los Angeles Campus

Los Angeles, CA

Property Boundary

Legend
 --- Property Boundary

KEY MAP



May 2005

PREPARED BY

ASSOCIATION WITH

MICROTECH, LLC PRINCIPAL COMPANY

PATTON BOGGS, LLP - ARCHITECTS OF LAW

CBRE - REAL ESTATE SERVICES

GEISLER ARCHITECT

EDAW, INC. - LANDSCAPE ARCHITECTURE AND DESIGN

ONIX, INC. - ENVIRONMENTAL ENGINEERS AND PLANNERS

APEX

27A-29

5. TRANSPORTATION AMENITIES

The primary site access is from Wilshire Boulevard which connects to the San Diego Freeway – Interstate 405 on the east and San Vicente Boulevard / Federal Avenue on the west.

The north campus has secondary access on the west via Eisenhower Avenue from Bringham Avenue and on the east via Constitution Avenue which passes under San Diego Freeway – Interstate 405. The engineering, warehouse and transportation yard area has good access directly onto Sepulveda Blvd. via Constitution Ave. To access the golf course, playing fields, Japanese Garden, and Brentwood Theatre, the public must drive far into the site via MacArthur Avenue. The out lease parcels, in the northern area of the north campus containing parking, the post office, and Brentwood School park facilities, are not accessible from the VA north campus but are accessible via Barrington Avenue. There is indirect access from the north through the Brentwood School campus. The south campus has secondary access via Sawtelle Avenue from Ohio Avenue.

Bonsall Avenue is the site's north-south main collector road. The north campus has a network of local roads accessed from Bonsall. The south campus has a single loop road, Dowlen Drive, accessible from Bonsall on the north and Sawtelle on the south.

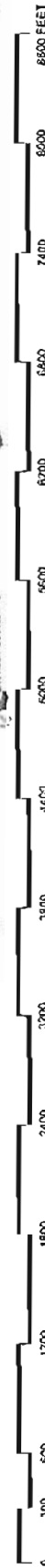
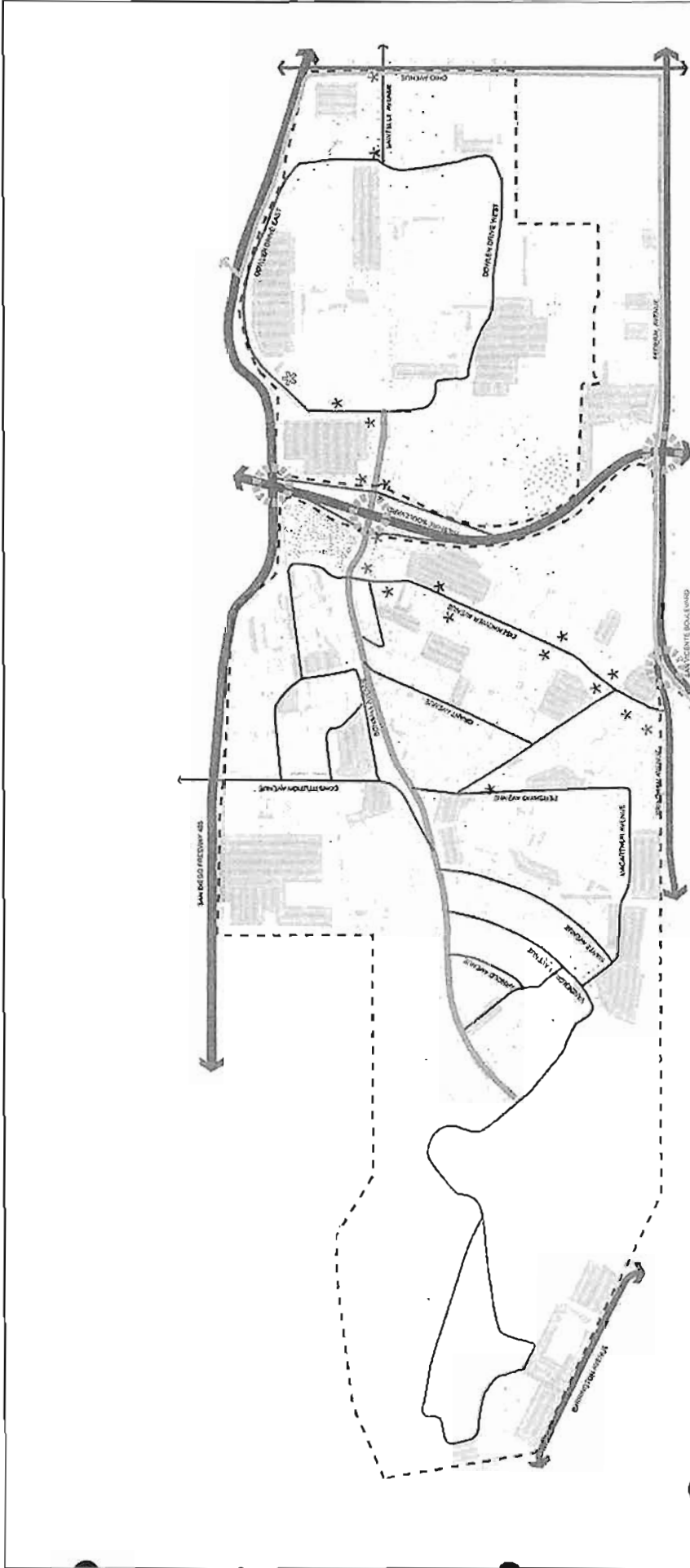
There are several surface parking lots throughout the campus.

Public transportation is provided by the Santa Monica Big Blue Bus which has several stops on Bonsall, Eisenhower, Pershing, Dowlen, and Sawtelle. The VA Bus stops on Dowlen Drive.

There are existing bikeways on San Vicente Boulevard / Federal Avenue, Ohio Avenue, and on the eastern border of the south campus parallel to San Diego Freeway – Interstate 405.

The following map (Figure 5-1, Site Circulation) identifies the transportation and access information available within the site.

FIGURE 5-1, SITE CIRCULATION



Department of
 Veteran Affairs
 West Los Angeles Campus

Contract No. 101-X50031
 Los Angeles, CA

Site Circulation

LEGEND

- Public Road
- Major Collector Road
- Local Road
- Surface Parking
- Bikeway
- Study Area Limit
- Santa Monica Big Blue Bus Stop
- VA Bus Stop
- Gateways

KEY MAP

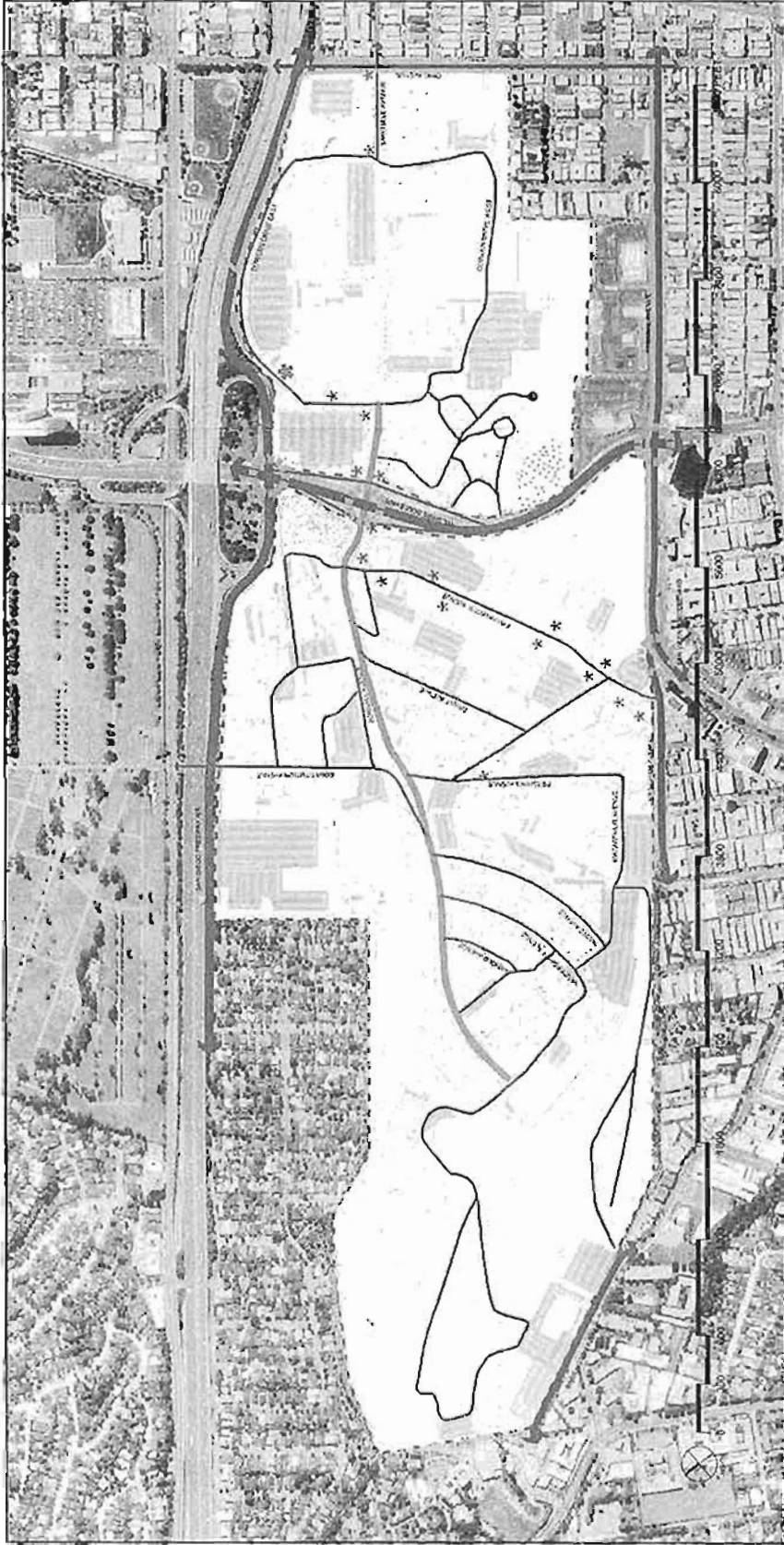


May 2005 DRAFT

PREPARED BY

- IN ASSOCIATION WITH
- MICROTECH, LLC - Prime Contractor
- PATTON BOGGS, LLP - Attorney/Attorney-in-Law
- CRRE - Real Estate Services
- GENSLER - Architect
- EDAW, INC - Landscape Architecture and Design
- DMX, INC - Environmental Engineers and Planners
- APEX

27A-32



**Department of
Veteran Affairs
West Los Angeles Campus**

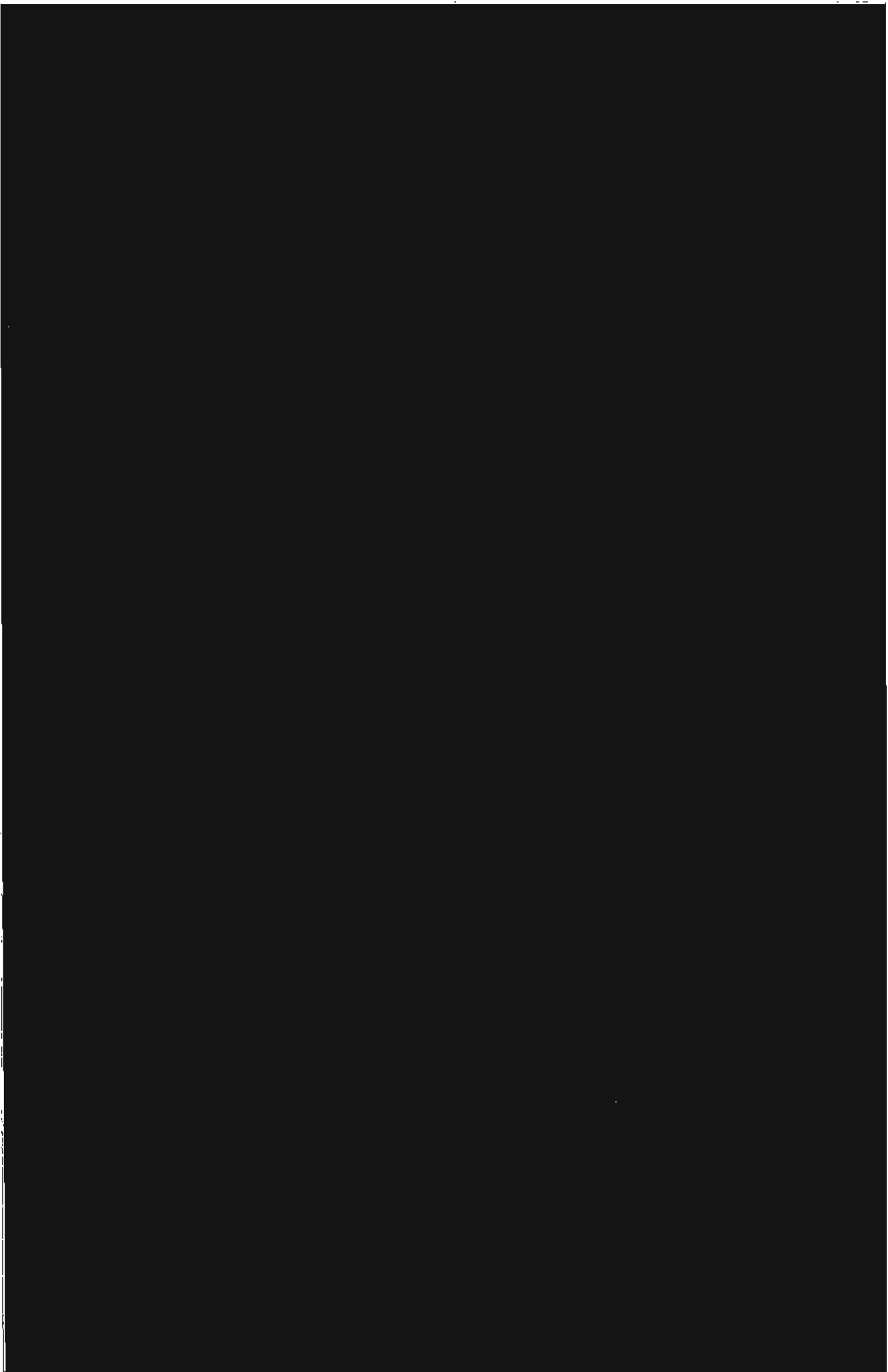
Contract No. 101-A 900.01
Los Angeles, CA

Site Circulation

- Public Road
- Major Collector Road
- Local Road
- Surface Parking
- Bicycle
- Study Area Limit
- Sanus Mondia Bly Bve Bus Stop
- VA Bus Stop
- Goalposts

PREPARED BY
MAY 2005 DRAFT

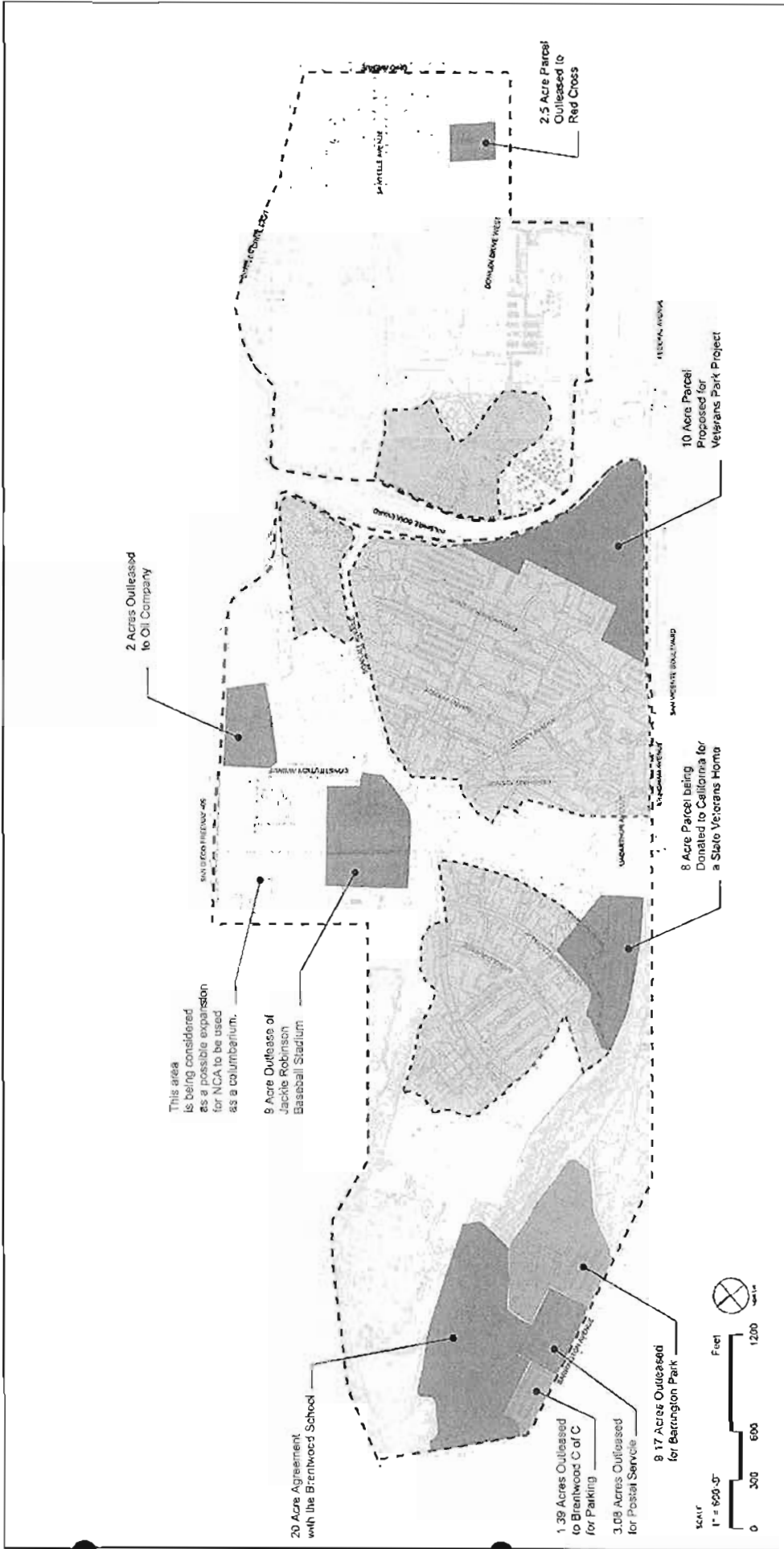
- MICROTECH, LLC in Contractor
- PATTON BOGGS LLP Architect/Engineer
- CBE and Associates
- GENSLER/AAAKO
- EDAW, INC. Candidate Architecture and Design
- OSM, INC. Candidate Mechanical Engineers and Planners
- AFEX



6. LAND AGREEMENTS AND LEGAL CONSTRAINTS

Areas within the site subject to land agreements, out leases, other legal constraints to development, and / or within historic districts are illustrated in Figure 6-1, Land Agreements and Legal Constraints, provided on the next page.

FIGURE 6-1, LAND AGREEMENTS AND LEGAL CONSTRAINTS



Department of
Veteran Affairs
 West Los Angeles Campus
 Contract No. 101-X50031
 Los Angeles, CA
 Land Agreements and
 Legal Constraints

LEGEND

- Land Agreements
- Study Area Limit
- Crampton Act Restrictions on Lease and Sale Agreements
- Historic District

KEY MAP

PREPARED BY: **AUCROTECH, LLC** - Home Consultant
 IN ACCORDANCE WITH: **PATTON BOGGS, LLP** - Attorney-at-Law
CBRE - Real Estate Services
GENSLER - Architects
EDAW, INC. - Landscape Architecture and Design
DMJM, INC. - Environmental Engineers and Planners
APEX

May 2005

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7. RECOMMENDATIONS

1. The five focus areas and site circulation combine to provide a framework for decision making on land use and revitalization of the site.
2. Landscape buffers should be enhanced adjacent to the adjacent residential areas.
3. Enhanced public transportation facilities including potential multi-modal service to the site should be further studied.
4. Existing public access to the site should be continued.
5. Existing leases, enhanced sharing agreements, and permits should be re-evaluated.

CARES Contracts and Reports

Request 3: VA documents given to PwC/ MicroTech & documents generated by PwC/ MicroTech

Documents Produced by Contractors



Documents produced by MicroTech

27. Phase I.

- b. Legal Review and Summary of Existing Encumbrances (Aug 29, 2005)



August 29, 2005

Mr. Ed Bradley
Contracting Officer's Technical Representative (COTR)
U.S. Department of Veterans Affairs
Acquisition Operations Services (049A3H)
810 Vermont Avenue
Room 765
Washington, DC 20420

Dear Mr. Bradley:

On behalf of the MicroTech Team, I am happy to provide the enclosed deliverable for Modification No.1 to Task Order # 3 for Comprehensive Re-use studies for West L.A (VA contract # V101(93)P-2174). We have provided an extensive legal review and summary, detailing the extent of the existing encumbrances at the West L.A. site. In creating this summary, Patton Boggs, our strategic partner, relied upon the VAMC letter from Ralph Tillman which listed the existing occupancy agreements. It should be noted that two of the agreements, Westlake Soccer Club and the FBI agreement are expired. It should be also be noted that although these agreements have technically expired there may be an expectation of continued use.

We look forward to our continued partnering with the U.S. Department of Veterans Affairs throughout this task order and in the future. I will be contacting you soon to discuss this document in detail. Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

Anthony R. Jimenez
President and CEO
MicroTech, LLC
8320 Courthouse Road, Suite 500
Vienna, VA 22182
(703) 891-1073
TJimenez@microtechllc.com

LEGAL REVIEW OF EXISTING ENCUMBERANCES

Assessment 1:

Parties to the Contract –

VA Greater Los Angeles Health Care system – West Los Angeles and Sharing Partner.

Location –

Wadsworth Theater.

Type of Contract –

Enhanced Sharing Agreement.

Term of Contract –

Effective date of January 1, 2002 for a ten (10) year period with one ten (10) year option to be exercised at the sole discretion of the Sharing partner.

Renewal Options –

Who can exercise and under what conditions—

Ten (10) year option to be exercised at the sole discretion of the Sharing Partner.

Termination for cause – Describe--

Either party may terminate contract for cause or by decree of Public Law by providing at least one hundred eighty days (180) prior written notice.

Early Termination

Who can exercise termination ; terms --

None stated.

“Termination for convenience” is undefined. Seek VA GC opinion on applicability of Christian doctrine to this contract.

Damages –

If Government terminates contract for any reason VA shall be responsible for the payment of all improvements made to all buildings, grounds offices, lands, among others and shall reimburse sharing partner based on 20 year amortization schedule.

Assessment 2

Parties to the Contract –

VA Greater Los Angeles Health Care System, West Los Angeles Healthcare Center – Westside Operating Partners Limited, Sharing Partner .

Location –

2.53 acres of land commonly known as the Sawtelle area drill site, south of Constitution Avenue.

Type of Contract –

Enhanced Sharing Agreement.

Term of Contract –

Effective date of January 1, 2003 for a period of ten (10) years.

Renewal Options –

Who can exercise and under what conditions—

None stated

Termination for cause – Describe- VA may terminate contract for cause with 90 days written notice.

Early Termination --

Either party may terminate contract for convenience.

Damages –

VA will be liable for damages if termination is for other than cause or for causing government owned assets or the public to be endangered. Sharing Partner shall have no liability for termination for convenience.

Assessment 3:

Parties to the Contract –

VA and UCLA (Jackie Robinson Stadium)

Location –

7.35 acres of the VAMC commonly known as the “Jackie Robinson Stadium”

Type of Contract –

Enhanced Sharing Agreement.

Term of Contract –

5 year term expiring on April 30, 2006 with one option permitting UCLA to renew in its sole discretion for another 5 years through April 30, 2011.

Renewal Options –

Who can exercise and under what conditions—

UCLA in its sole discretion may renew agreement for additional 5 years upon expiration of term in 2006.

Termination for cause – Describe

Either party may terminate this agreement for cause, upon satisfying 180 notice requirements and expiration of cure periods.

Early Termination

Who can exercise termination; terms --

Either party may terminate with 180 days notice by decree of Public law or Declaration of Federal, State or Local emergency without cause.

Damages –

No damages are available to either party for early termination.

Assessment 4:

Parties to the Contract –

American Red Cross – Sharing Partner; VA Medical Center West Los Angeles.

Location –

Southwest corner of VA grounds between Ohio Avenue and Dowlen drive.

Type of Contract –

Revocable License.

Term of Contract –

Fifty (50) years beginning on April 15, 1989 and terminating April 14, 2039.

Renewal Options –

Who can exercise and under what conditions—

None stated.

Termination for cause – Describe

None stated.

Early Termination

Who can exercise termination; terms –

This is a revocable license subject to termination with advance notice in writing of 360 days. Either party may exercise such termination early.

Damages –

IF VA terminates license early, VA will reimburse the American Red Cross the depreciated value of the building at the time of termination.

Assessment 5:

Parties to the Contract –

The Salvation Army of Southern California, Sharing Partner, and The VA Greater Los Angeles Health Care Center System, West Los Angeles.

Location –

West wing of first floor, entire second and third floors of Building # 212.

Type of Contract –

Enhanced sharing Agreement.

Term of Contract –

Ten (10) years from effective date of July 20, 2004, with a ten (10) year option at the discretion of Sharing Partner.

Renewal Options –

Who can exercise and under what conditions—

One ten (10) year option to be exercised solely at Sharing Partner's discretion.

Termination for cause – Describe

VA may terminate contract for cause in the event of material default by Sharing Partner. If VA termination for cause is deemed improper then termination shall be construed as termination for convenience.

Early Termination

Who can exercise termination; terms –

Either party may terminate agreement with three hundred sixty five (365) day notice for cause, by decree of public law or the declaration of a federal, State or local emergency.

Damages –

If VA terminates contract for other than cause or if Sharing Partner has caused Government Assets or the public to be endangered, the Sharing Partner shall be entitled to receive compensation from VA in the amount of the unamortized value of the capital improvements made by the Sharing Partner to the Shared Property.

“Termination for convenience” is undefined as is the determination of damages, if any, from such termination. Seek VA GC opinion on applicability of Christian doctrine to this contract.

Assessment 6:

Parties to the Contract –
Western States Design

Location –
Building 224

Type of Contract –
Enhanced Health Care Resources Sharing Agreement (V691S-203)

Term of Contract –
10-years commencing on March 17, 2000 and ending on March 17, 2010.

Renewal Options –
Who can exercise and under what conditions—

There is one 5-year extension upon mutual consent (Western Design must provide request for extension no more than 120 days and no less than 90 days prior to expiration date. VA must notify Western Design of its intention **not to exercise** the extension not less than 60-days prior to expiration date.

Termination for cause – Describe

VA can terminate for cause in event of Western Design default or failure to comply with any contract terms and conditions or fails to provide VA, upon request, adequate assurance of future performance. VA can unilaterally terminate if Western Design has caused Government Owned Assets or the public to be endangered.

Early Termination

Who can exercise termination terms

If determined that VA termination for cause is improper, such termination shall be deemed as a "termination for convenience."

Damages

"Termination for convenience" is undefined as is the determination of damages, if any, from such termination. Seek VA GC opinion on applicability of Christian doctrine to this contract.

Assessment 7:

Parties to the Contract –

Western States Design

Location –

Building 224

Type of Contract –

Supplement to Enhanced Health Care Resources Sharing Agreement (V691S-203)

Term of Contract –

N/A. Supplement pertains to rent and operation of laundry in Building 224 and does not change any other than terms of original agreement.

Renewal Options –

Who can exercise and under what conditions—

N/A. Supplement pertains to rent and operation of laundry in Building 224 and does not change any other than terms of original agreement.

Termination for cause – Describe

N/A. Supplement pertains to rent and operation of laundry in Building 224 and does not change any other than terms of original agreement.

Early Termination

Who can exercise termination terms

N/A. Supplement pertains to rent and operation of laundry in Building 224 and does not change any other than terms of original agreement.

Damages

N/A. Supplement pertains to rent and operation of laundry in Building 224 and does not change any other than terms of original agreement.

Assessment 8:

Parties to the Contract –

New Directions, Inc.

Location –

Building 116

Type of Contract –

Department of Veteran Affairs Lease No 691-95-010LE

Term of Contract –

Fifty years. Commencing on August 29, 1995 and ending on August 31, 2045. Lease entered into in accordance with the provisions of Public Law 102-590.

Renewal Options –

Who can exercise and under what conditions—

None stated.

Termination for cause – Describe

Termination for cause is identified for both VA and the Lessee.

A “Lessee Event of Default” occurs if Lessee defaults in lease obligation and such default continues for 120 days (the “Cure Period”) from date of written notice from VA, provided that if default cannot be reasonably cured within that time, then such default will not be a Lessee Event of Default if Lessee diligently pursues and completes such cure within 120 days of the expiration of the Cure Period, provided such default does not materially interfere with VAMC activities or health, safety of employees, visitors and patients. If such cure involves environmental remediation, then such Cure Period shall be 360 days or longer as agreed to by Lessee and VA.

VA termination, however, can only occur upon a 240-day notice to Lessee after the occurrence of a Lessee Event of Default

A "Government Event of Default" occurs if VA purports to terminate the Lease for any reason other than the occurrence and continuance of a Lessee Event of Default; or VA breaches any of the provisions of the lease. In the event of that VA breach, VA shall have 30 days after written notice to cure the default provided, however, that if the default cannot be reasonably cured within that time, then such default will not be a Government Event of Default if VA diligently pursues and completes such cure within 14 days. In event of Government Default, in addition to any other rights or remedies of the Lessee, VA shall pay an amount defined in the Lease as the Reimbursement Amount.

Early Termination

Who can exercise termination terms

No direct provision for either VA or Lessee to terminate Lease other than by default of the party involved. However, Lease provisions do provide that if VA terminates or cancels the Lease for any reason other than for Lessee Event of Default, Lessee is entitled to certain damages.

Damages

If VA terminates the lease for other than Lessee Event of Default, VA to pay amounts (Reimbursement Amount) as set forth in Lease. Such payment shall be subject to appropriations but shall be made not later than 6 months after termination of the Lease.

Assessment 9:

Parties to the Contract –
New Directions, Inc.

Location –
First Floor Building 257

Type of Contract –
Memorandum of Agreement for Dual Diagnosis Residential Treatment Services

Term of Contract –
Five years from date New Dimensions is advised by VAMC that space in First Floor Building 257 is ready for occupancy.

Renewal Options –

Who can exercise and under what conditions—

Five year option period unless or until terminated, in writing by either party upon thirty days prior written notice.

Termination for cause – Describe

None stated.

Early Termination

Who can exercise termination terms

None stated.

Damages

None stated.

Assessment 10:

Parties to the Contract –

Westside Breakers Soccer Club and Galaxy Alliance Soccer Club.

Location –

MacArthur Field and Lot #38

Type of Contract –

Supplement to Enhanced Health Care Resources Sharing Agreement V691S-5225

Term of Contract –

Extend Contract V691S-5225 for use in January through May 2005.

Renewal Options –

Who can exercise and under what conditions—

Mutual agreement.

Termination for cause – Describe

None stated.

Early Termination

Who can exercise termination terms

None stated

Damages

None stated.

Assessment 11:

Parties to the Contract –

Westside Breakers Soccer Club and Galaxy Alliance Soccer Club .

Location –

MacArthur Field and Lot #38

Type of Contract –

Supplement Agreement Enhanced Health Care Resources Sharing Agreement

Term of Contract –

Five month agreement from January to May 2004 with an option for renewal in June 2004 and August 2004.

Renewal Options –

Who can exercise and under what conditions--

Mutual agreement.

Termination for cause – Describe

None stated.

Early Termination

Who can exercise termination terms

None stated.

Damages

None stated.

Assessment 12:

Parties to the Contract –

Westside Breakers Soccer Club and Galaxy Alliance Soccer Club.

Location –

MacArthur Field and Lot #38

Type of Contract –

Supplement to Enhanced Health Care Resources Sharing Agreement V691S-5225

Term of Contract –

Extend Contract V691S-5225 for use in January through May 2005.

Renewal Options –

Who can exercise and under what conditions—

Mutual agreement.

Termination for cause – Describe

None stated.

Early Termination

Who can exercise termination terms

None stated

Damages

None stated.

Assessment 13:

Parties to the Contract –

Federal Bureau of Investigation.

Location –

4500 square feet of the northeast corner of parking Lot 29.

Type of Contract –

Memorandum of Understanding

Term of Contract –

Five years commencing on July 1, 2000 and ending on June 30, 2005.

Renewal Options –

Who can exercise and under what conditions—

None stated.

Termination for cause – Describe

None stated.

Early Termination

Who can exercise termination terms

Either party may terminate by giving at least 30-days prior written notice.

Damages

None stated.

Assessment 14:

Parties to the Contract –
Brentwood School.

Location –
20 acres.

Type of Contract –
Enhanced Health Care Resources Sharing Agreement V691S-171

Term of Contract –
10 Years commencing on August 1999 with one 10-year option.

Renewal Options –

Who can exercise and under what conditions—

Option to extend must be by mutual consent, however, if VA does not approve Brentwood School's desire to extend, VA shall pay the unamortized value of the Capital Improvements (\$2,500,000 or actual cost). Brentwood provided certain rights in any proposed 3rd party use or VA solicitation for use of the parcel.

Termination for cause – Describe

VA can terminate for material default or if Brentwood fails to provide, upon VA written request, adequate assurances of future performance with 90-days written notice to School. School is liable to VA for any and all rights and remedies provided by law. If determined that VA improperly terminated for default, such termination shall be a termination for convenience.

Early Termination

Who can exercise termination terms

VA can unilaterally terminate if School has caused Government owned assets or the public to be endangered.

Either party may terminate by giving written notice before May 1 of the year in which instance, termination occurs at the end of that year.

Damages

Each party responsible for its own costs if School terminates. VA to pay unamortized cost of Capital Improvements if terminates.

Assessment 15:

Parties to the Contract –
Web Sciences International

Location –
600 square feet in Building 113.

Type of Contract –
Enhanced Health Care Resources Sharing Agreement V691S-5214

Term of Contract –
One year commencing on January 1, 2000 with four 1-year options.

Renewal Options –
Who can exercise and under what conditions—
Web Sciences International can renew.

Termination for cause – Describe
Either party may terminate by giving a least 90-days written notice. In event of termination, Web Sciences international to pay for all services rendered by VA.

Early Termination
Who can exercise termination terms
None stated.

Damages
None stated.