

**APPROVED**

REPORT OF GENERAL MANAGER

NO. 14-316

DATE December 10, 2014

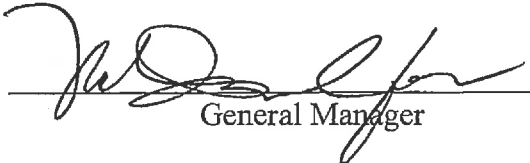
**DEC 10 2014**  
**BOARD OF RECREATION**  
**AND PARK COMMISSIONERS**

C.D. 5

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: MEDIA PARK – AMENDMENT TO THE LEASE AGREEMENT WITH THE CULVER CITY REDEVELOPMENT AGENCY TO CHANGE THE AGENCY NAME AND CONCEPTUAL APPROVAL OF PROPOSED COMMERCIAL COFFEE CONCESSION, AND APPROVAL OF SUB-LEASE.

R. Adams	_____	V. Israel	_____
*R. Barajas	<u>USP</u>	K. Regan	_____
H. Fujita	_____	N. Williams	_____

  
General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Approve, by operation of law and the dissolution of the redevelopment agencies in California, a proposed amendment to the lease agreement between the City and the Culver City Redevelopment Agency (CCRA) to replace the CCRA with the Successor Agency to the Culver City Redevelopment Agency (Successor Agency) as described in the Summary of this Report;
2. Grant conceptual approval to the Successor Agency's proposal to construct a small concession building on a portion of the Department's Media Park;
3. Approve the proposed sub-lease between the Successor Agency and Café Demitasse substantially in the form attached (Exhibit D) for the construction and operation of a small coffee concession stand on a portion of the Department's Media Park;
4. Direct the Board Secretary to transmit this report, the proposed amendment and sub-lease agreement to the City Attorney, for review and approval as to form and, in accordance with Executive Directive No. 3, to the Mayor's Office for expedited review and approval;
5. Authorize the Board President and Secretary to execute the amendment upon receipt of the necessary approvals; and,

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6. Find that the amendment to the lease agreement and the approval of the sub-lease agreement are not subject to the California Environmental Quality Act (CEQA)

SUMMARY:

On July 25, 1986, the Board of Recreation and Park Commissioners, through Report No. 356-86, approved a forty (40) year Lease Agreement (Lease) to allow the Culver City Redevelopment Agency (CCRA) to improve, operate and maintain the Department's Media Park. Media Park is a 0.50 acre park located at 9254 Venice Boulevard within the City of Los Angeles limits and adjacent to the City of Culver City. The Board action followed approval by the Los Angeles City Council on November 7, 1986, of this lease and of a second, concurrent lease between the same agency and the Department of General Services of the City of Los Angeles. The second lease concerned the restoration and subsequent use of the Ivy Substation, formerly part of the Pacific Electric Railway network. The Ivy Substation is a City of Los Angeles and national historic landmark and is on the eastern end of the same triangular-shaped block as shown in Attachment A. The two adjoining sites, totaling three-fourths of an acre, were close to a large redevelopment project being administered by the CCRA. The improvement of the two sites and resulting expansion of the recreational activity there, at no cost to the City of Los Angeles, was seen as beneficial to residents of both Culver City and Los Angeles. The total cost of improvements for both sites exceeded two million dollars.

On September 5, 2001, the Board, through Report No. 01-308, approved the request of the CCRA to extend the Lease for an additional ten (10) years, making the Agreement's new expiration date June 11, 2037. The CCRA has operated and maintained the park without incident since 1987. It should be noted that the CCRA was also seeking an extension for its lease for the Ivy Substation. It is unclear at this time if this has been completed.

In 2012, the CCRA was dissolved as part of Assembly Bill X1 26 (AB 26) which dissolved all redevelopment agencies in California and invalidated agreements which may have existed between the former agencies and Cities. Also in 2012, the City of Culver City created the "Successor Agency to the Culver City Redevelopment Agency" (Successor Agency) to fulfill the obligations of the former CCRA in accordance with the provisions of AB 26. By operation of law and the dissolution of redevelopment agencies in California, it's Culver City's opinion and desire that the former CCRA's interest in the Lease be taken over by its successor in interest, the Successor Agency. The Office of the City Attorney has reviewed this matter and concurs with Culver City's opinion. Therefore, it is recommended that the Lease be amended to reflect that the Successor Agency is the new lessee of the Lease.

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Since its creation in 2012, the Successor Agency has been operating and maintaining Media Park through funds provided by Culver City. The maintenance and operational costs are approximately \$1,087 per month as summarized in the table found in Attachment B. To further solidify its commitment to its obligation to maintain and operate the park, the Successor Agency has taken action to place these expenditures on their January to June 2015 Recognized Obligation Payment Schedule (ROPS) and each subsequent ROPS thereafter. The ROPS is a document the Successor Agency submits to the State Department of Finance twice annually to obtain funding for its contractual obligations. In the interim, the funding provided by Culver City will sustain the Successor Agency's obligations.

Recently, through a letter dated August 21, 2014, the Successor Agency, acting through Culver City, requested that the Board consider their proposal to add a small commercial concession on a portion of the Department's Media Park. It appears that over the years, the park has become an attractive nuisance for vandalism and homelessness due to lack of active programming and use. Culver City believes that the park would be better used by Palms/Mar Vista and Culver City residents if a small concession stand were introduced, which would help activate the park. Councilmember Paul Koretz of Council District Five (5) has met with representatives of the Successor Agency and concurs with the assessment. Mr. Koretz has sent a letter of support on this matter to the Board.

As currently proposed, the concession building would have the following amenities:

1. A 500-800 square foot temporary café building with secured restroom, seating and outdoor dining area.
2. Other improvements could also include tree lighting, a playground for young children, bicycle racks, Wi-Fi equipment, public art, signage and security system.
3. The tenant's menu will be comprised of coffee, tea (and related products and supplies), other non-alcoholic beverages and baked goods.

Attachment C provides a few conceptual plans/designs as submitted by one of the Successor Agency's proposers. It is anticipated that the final plans/design will be similar to these.

The development and the operation of the proposed commercial concession is to be accomplished through a concession or sub-lease agreement. In late 2013, the Successor Agency contacted several coffee concessions operators to better understand whether operating a coffee concession business in Media Park was viable. Nearly all contacted said that it would be viable and that they would be interested in submitting a proposal. The Successor Agency then prepared and issued a Request for Proposals on November 4, 2013. Akasha, Lamill Coffee and Café Demitasse responded and submitted proposals. Lamill Coffee was the first choice. However,

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due to family issues they withdrew their proposal. Café Demitasse was the second choice and has indicated their willingness to enter into an agreement subject to a more thorough review of their proposal.

Café Demitasse currently operates successful coffee bars in downtown Los Angeles (Little Tokyo) and Santa Monica. They opened their Little Tokyo store in August 2011 and their Santa Monica store in April 2013. In addition to selling prepared coffee and teas, Café Demitasse also sells related products and offers coffee, tea and cheese pairing classes to their clientele.

The Successor Agency has provided a sample sub-lease (Attachment D) for the Board's review and approval. As indicated above, Café Demitasse is the Successor Agency's choice and, in accordance with the terms of the Lease, is requesting the Board's approval to enter into a sub-lease with Café Demitasse. Staff has reviewed the proposed concession or sub-lease agreement and finds them in order. The sub-lease agreement includes the following provisions:

1. The term of the agreement will be five (5) years with a five (5) year option.
2. The tenant will pay deferred rent to cover the costs for improving a small portion of the park for a 500-800 square foot temporary café building with secured restroom, seating and outdoor dining area.
3. 100% of the tenant rent proceeds will be used to fund ongoing park maintenance and improvements after amortizing the cost of the tenant improvements. Such improvements may also include tree lighting, a playground for young children, bicycle racks, Wi-Fi equipment, public art, signage and security system.
4. The tenant will hire a private security guard to patrol Media Park and the surrounding area upon opening for business and for six months thereafter.
5. The tenant will construct the improvements and obtain all permits from the City of Los Angeles.
6. The tenant will pay a rental rate of 5% of gross sales once the cost of improvements and security guard has been recouped.
7. If necessary, the tenant may share use of the park trash enclosure located on the Culver City's Canfield Avenue parking lot.
8. The tenant agrees to maintain the improvements to acceptable Culver City park standards.

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9.     The tenant agrees to pay for the installation and use of all utilities.
10.    The tenant's menu will be comprised of coffee, tea (and related products and supplies), other non-alcoholic beverages and baked goods.
11.    Up to five (5) employee spaces for the tenant will be provided in the Culver City's Ince Parking Structure.
12.    The tenant agrees to pay any property or possessory interest taxes.

Staff has determined that the proposed amendment to the Lease and the approval of the Sub-lease are administrative actions of the City that will not result in direct or indirect physical changes in the environment. Therefore, these actions are not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 20, Section 15378 of the State CEQA Guidelines. In accordance with the terms of the Lease, the Board will review and consider for approval, the final plans for the proposed concession building when they are completed.

The Assistant General Manager and the Superintendent of the Planning, Construction and Maintenance Branch have been consulted on this matter and both concur with staff's recommendations.

FISCAL IMPACT STATEMENT:

This amendment and sub-lease approval will not have any fiscal impact on the General Fund, as all maintenance and operation costs are the responsibility of the Successor Agency.

This report was prepared by Cid Macaraeg, Sr. Management Analyst II, Planning, Construction, and Maintenance Branch.

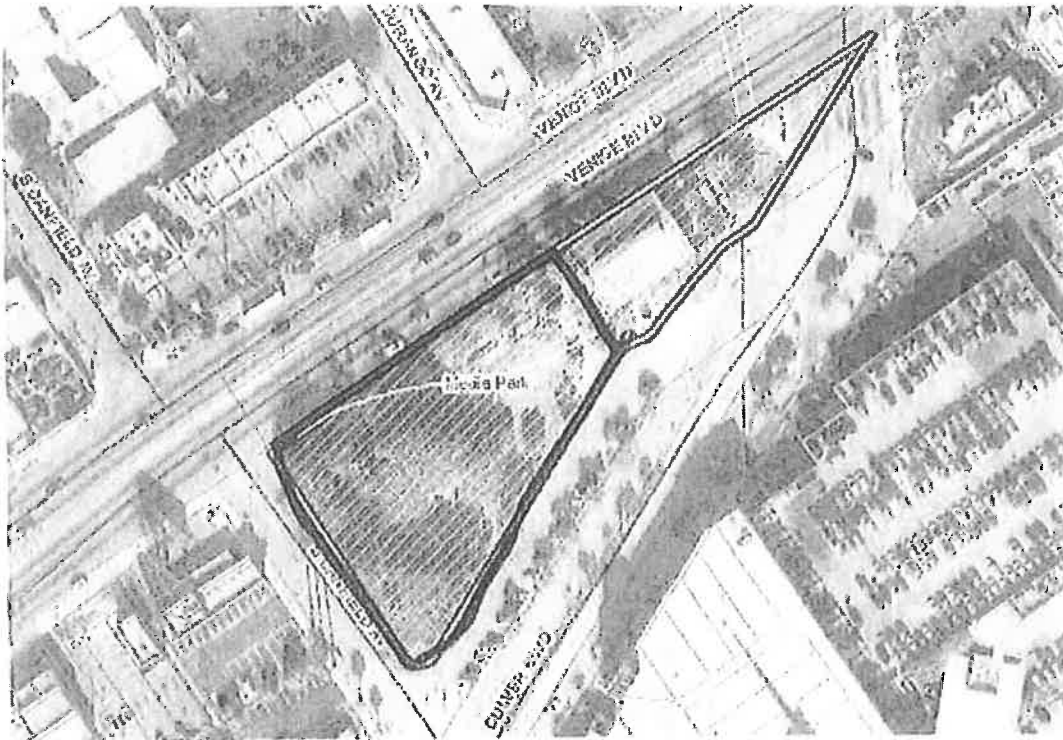
# Attachment A

Nine Toz  
4/11/08

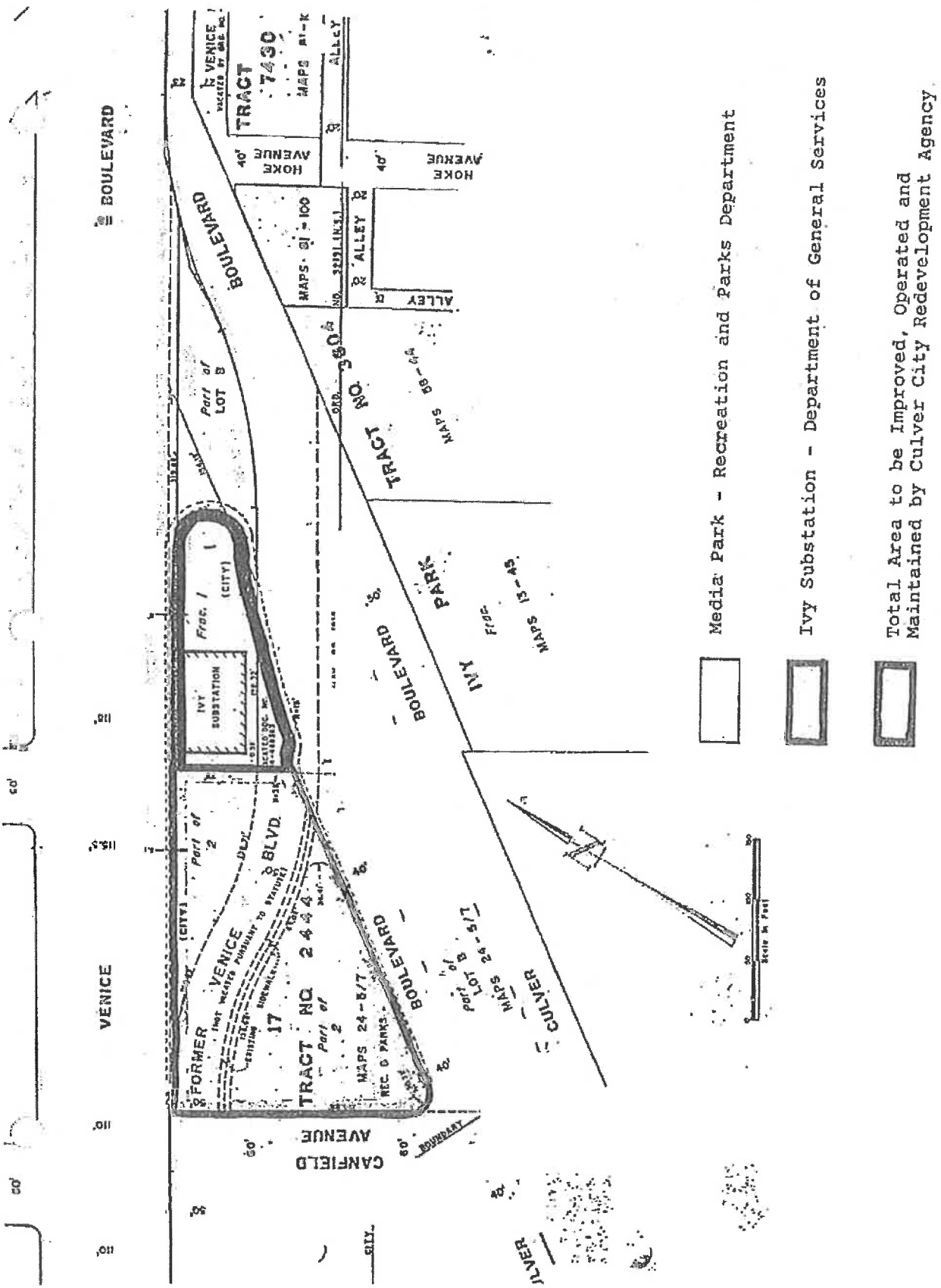
## LARAP Park Inventory Verification Form

Unique ID:	254	Old GIS ID (if available):	
Alpha List Name:	MEDIA PARK		
Date Created by GIS:	01/12/08	Date Delivered to RE:	1/23
Date Returned to GIS:		Date Completed by GIS:	

Aerial Photo ( CAN'T FIND PARK)



LARAP comments:	By:
See above	Darrin



Media Park - Recreation and Parks Department

Ivy Substation - Department of General Services

Total Area to be Improved, Operated and Maintained by Culver City Redevelopment Agency



## CITY OF CULVER CITY

9770 Culver Boulevard, Culver City, California 90232

Sol Blumenfeld  
Community Development Director

310 253-5700  
310 253-5779 Fax

October 2, 2014

Mr. Cid Macaraeg  
Director, Real Estate & Asset Management  
Planning, Construction & Maintenance  
Department of Recreation & Parks, City of Los Angeles  
221 North Figueroa St., Ste 100  
Los Angeles, CA 90012

RE: Media Park Maintenance and Operations

Dear Mr. Macaraeg:

This letter is in response to your inquiry regarding the City of Culver City's (City) commitment to fund the cost to maintain and operate Media Park for the remainder of this year. As you know, the former Culver City Redevelopment Agency ("Former CCRA") and the City of Los Angeles ("Los Angeles") entered into a 50-year lease agreement on June 12, 1987 for the use of Media Park, which is located at 9254 Venice Boulevard within the City of Los Angeles. The lease agreement required the rehabilitation of the park as well as its ongoing maintenance and operation.

By operation of law and the dissolution of redevelopment agencies in California, the Former CCRA's interests in the lease agreement were transferred to its successor in interest, the Successor Agency to the Culver City Redevelopment Agency (the "Successor Agency"). The Successor Agency is responsible for maintaining and operating Media Park and will be placing these expenditures on their January-June 2015 Recognized Obligation Payment Schedule (ROPS) and each subsequent ROPS thereafter. The ROPS is a document the Successor Agency submits to the State Department of Finance twice annually to obtain funding for its contractual obligations. In the interim, the City is funding the \$1,087 in monthly maintenance and operational cost that are summarized in the enclosed table. The cost is included in the City's "Other Contractual Services" budget for Fiscal Year 2014/15, which is enclosed for your reference.

Should you have any questions or concerns, please do not hesitate to contact Todd Tipton, Economic Development Manager at (310) 253-5783.

Sincerely,

  
Sol Blumenfeld,  
Community Development Director

Enclosures

cc: Conni Pallini-Tipton, City Planner, City of Los Angeles  
Kit Awakuni, City Planner, City of Los Angeles  
Todd Tipton, Economic Development Manager  
Joe Susca, Economic Development Project Manager

*Culver City Employees take pride in effectively providing the highest levels of service to enrich the quality of life for the community by building on our tradition of more than seventy-five years of public service, by our present commitment, and by our dedication to meet the challenges of the future.*



Media Park Utilities FY 2013-14

LADWP

Canfield	\$289.54
Venice	\$222.14 July
Canfield	\$238.04
Venice	\$182.60 August
Canfield	\$272.82
Venice	\$146.66 September
Canfield	\$364.18
Venice	\$150.77 October
Canfield	\$330.82
Venice	\$116.81 November
Canfield	\$108.63
Venice	\$97.20 December
Canfield	\$432.00
Venice	\$101.25 January
Canfield	\$351.49
Venice	\$110.40 February
Canfield	\$402.01
Venice	\$104.57 March
Canfield	\$103.88
Venice	\$106.30 April
Canfield	\$108.97
Estimated:	\$540.97 May
Estimated:	\$540.97 June

Annual Total: \$5,423.02  
 Monthly Average: \$451.92

MARINA LANDSCAPE

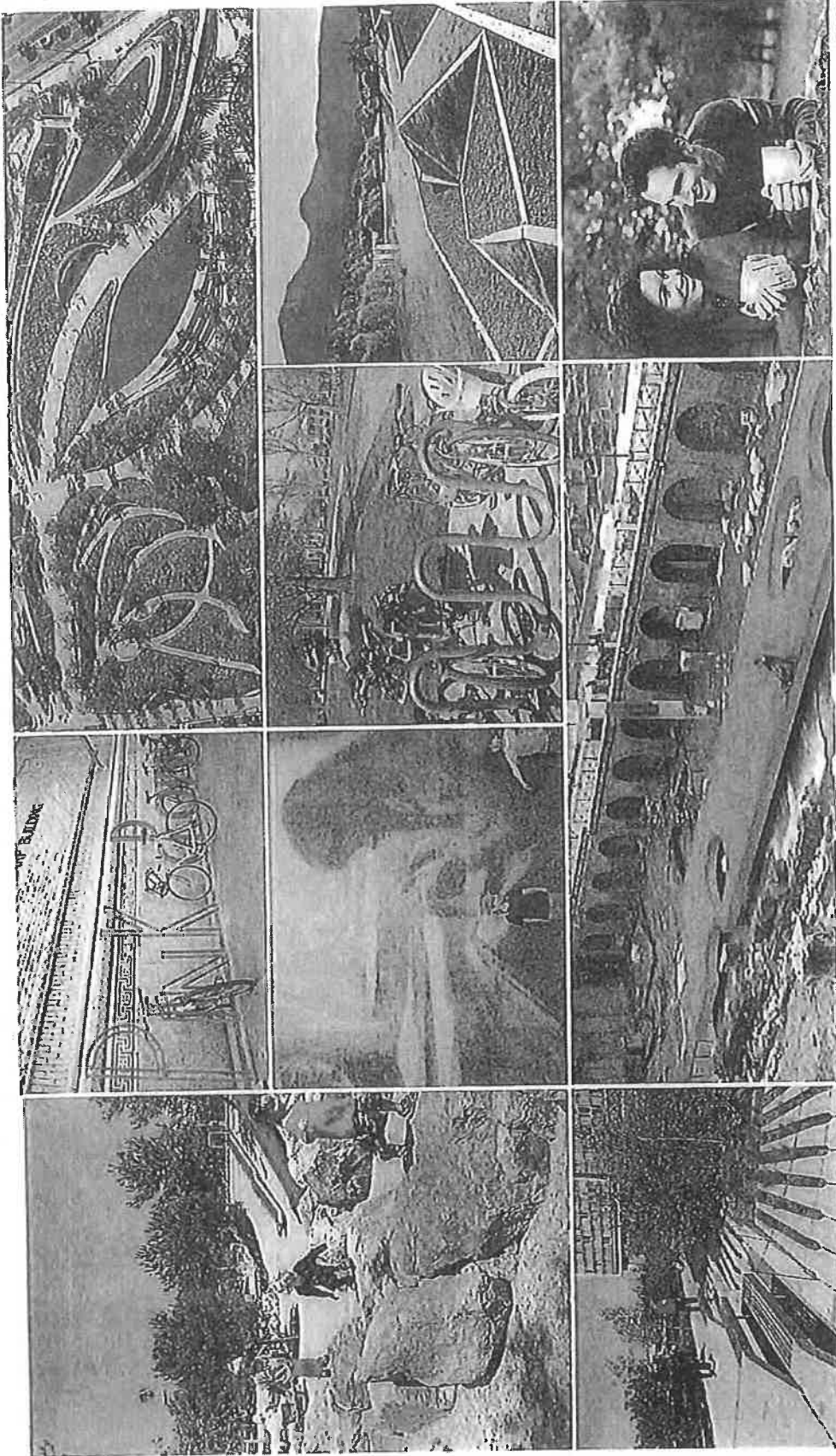
	<u>Monthly</u>	<u>Yearly</u>
9070 Venice Media Park	\$560.00	\$6,720.00
Media Park trash pick up once a week	\$75.00	\$900.00
Totals:	\$635.00	\$7,620.00

Annual Grand Total Maintenance/Utilities: \$13,043.02  
 Monthly Average: \$1,086.92

Expenditures and Appropriations  
 By Object of Expense  
 Fiscal 2014-15

COMM IMPROVE PROGRAMS			481 ECON DEV PROGRAMS & OPERATIONS		48155100 General		
Expend Actual 2012-13	Adopted Budget 2013-14	Adjusted Budget 2013-14	Expense Object	Expense Object Description	City Mgr Receipt 2014-15	Change from Prior Yr Adjusted	% Change
14,988	13,000	22,500	513000	Utilities	16,000	-7,500	-33.3%
2,954	11,250	8,780	513100	Departmental Special Supplies	11,250	2,500	28.8%
20,096	20,000	67,065	600100	R&M - Building	16,000	-22,065	-58.8%
0	35,000	35,000	610100	Audit Services	35,000	0	0.0%
1,229	12,400	14,851	512300	Property Management Services	3,300	-11,551	-77.8%
19,243	20,000	23,855	513500	Other Contractual Services	102,420	78,795	333.0%
57,909	121,650	151,891	Total	Maint & Operations	182,010	40,179	28.3%
57,909	121,650	151,891	Division Total		182,010	40,179	28.3%

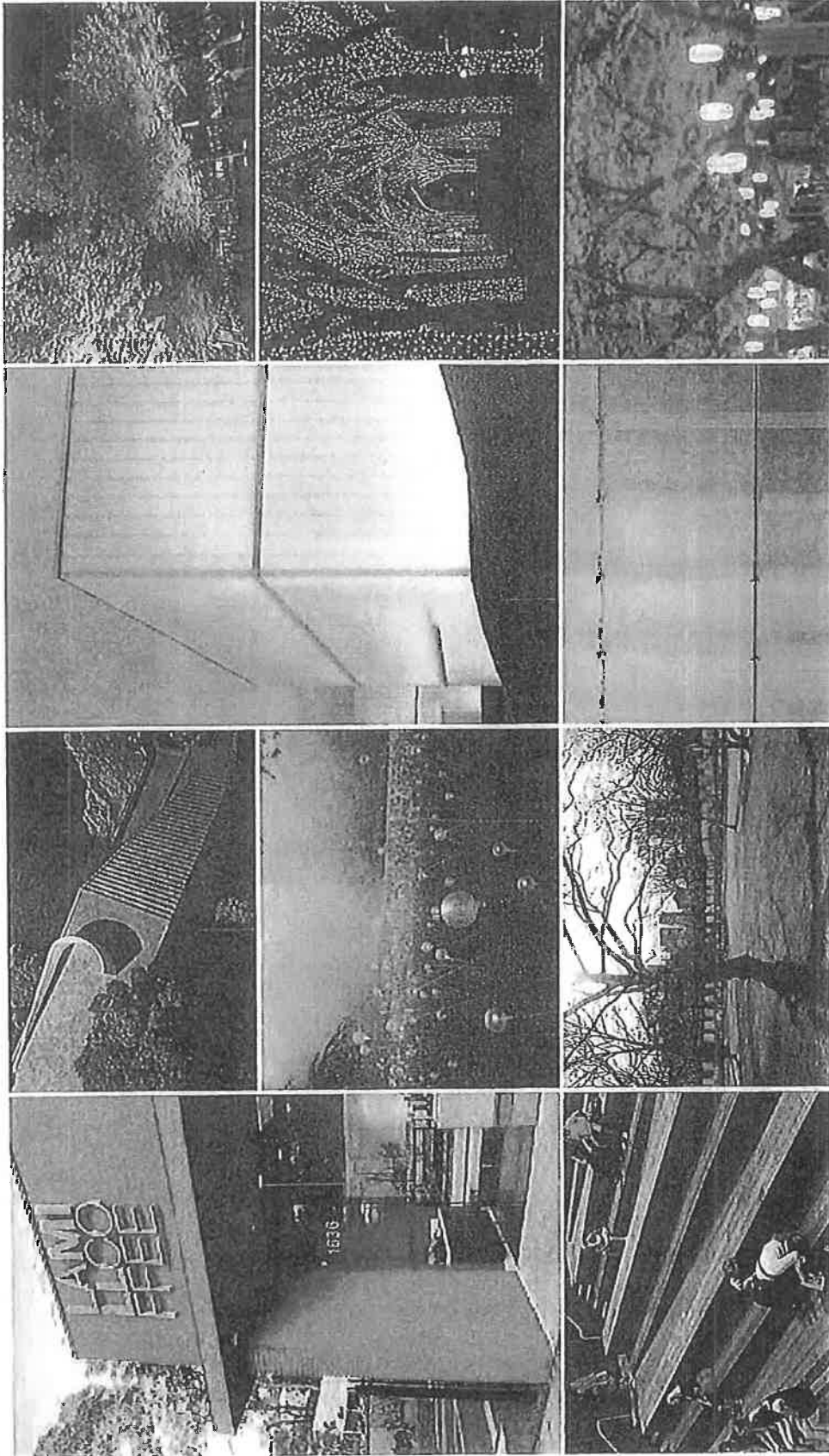
# Attachment C



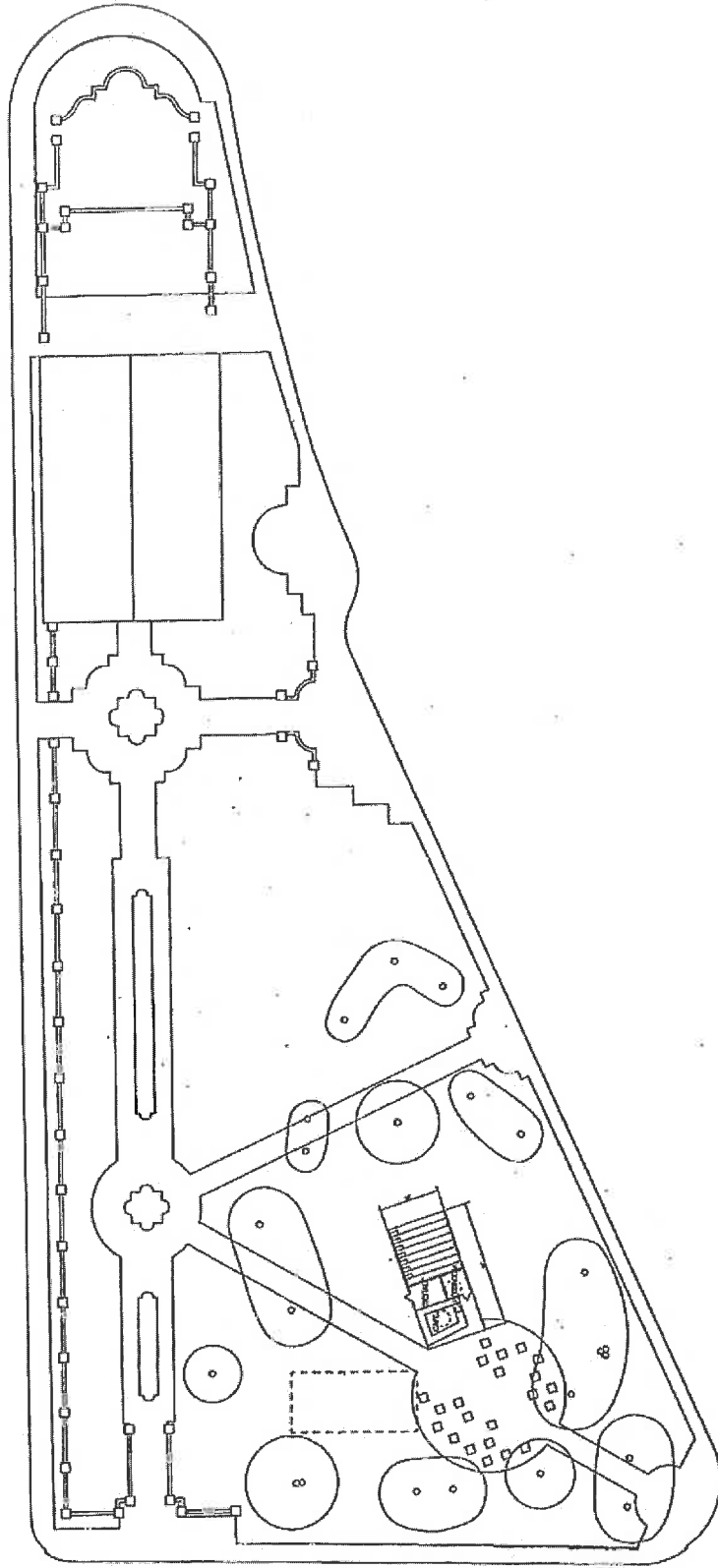
REFERENCING IMAGES



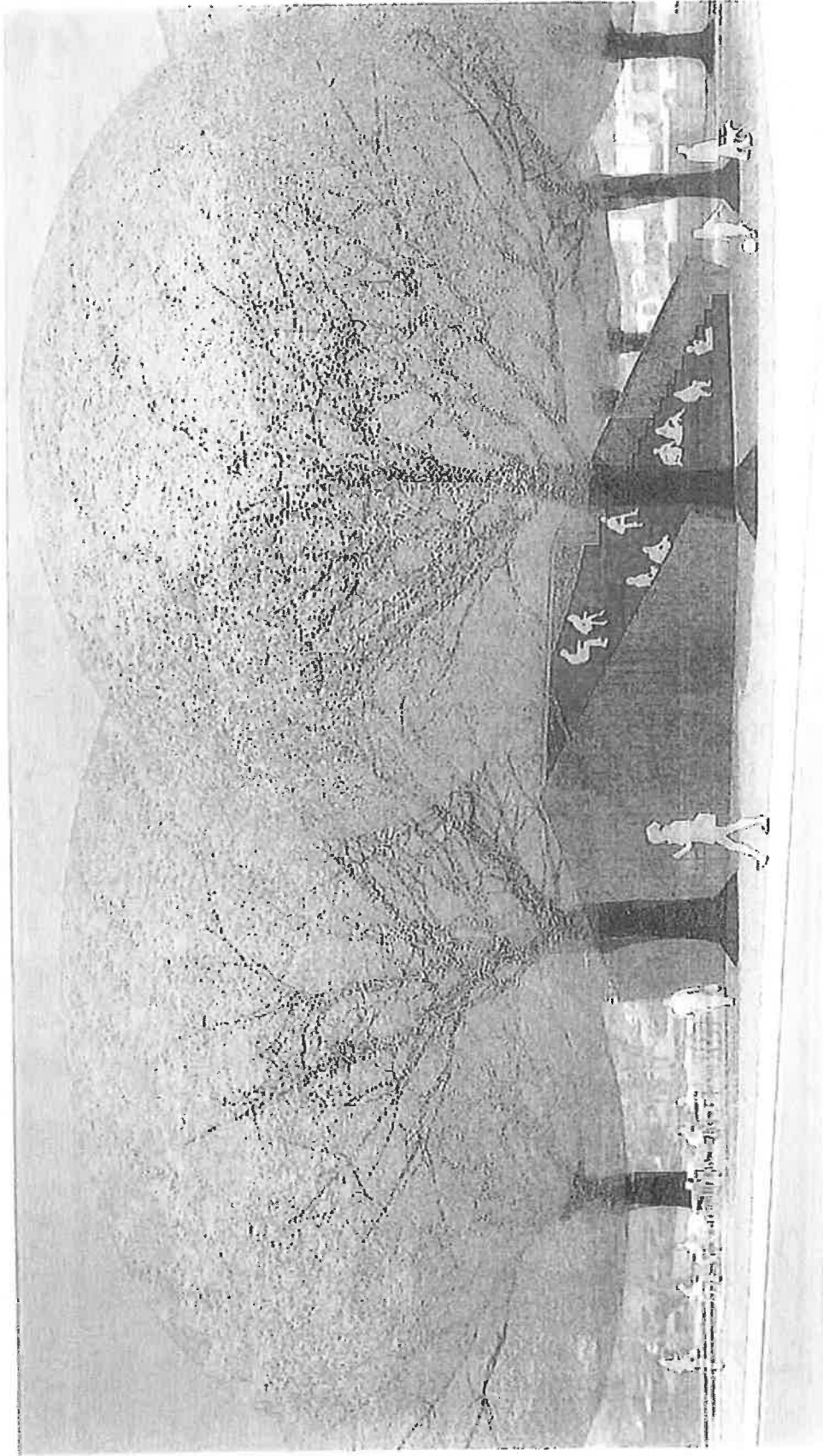
20140414\_LAMILL COFFEE MEDIA PARK - CULVER CITY  
AUX ARCHITECTURE



REFERENCE IMAGES  
 20140414\_LAMILL COFFEE MEDIA PARK - CULVER CITY  
 AUX ARCHITECTURE



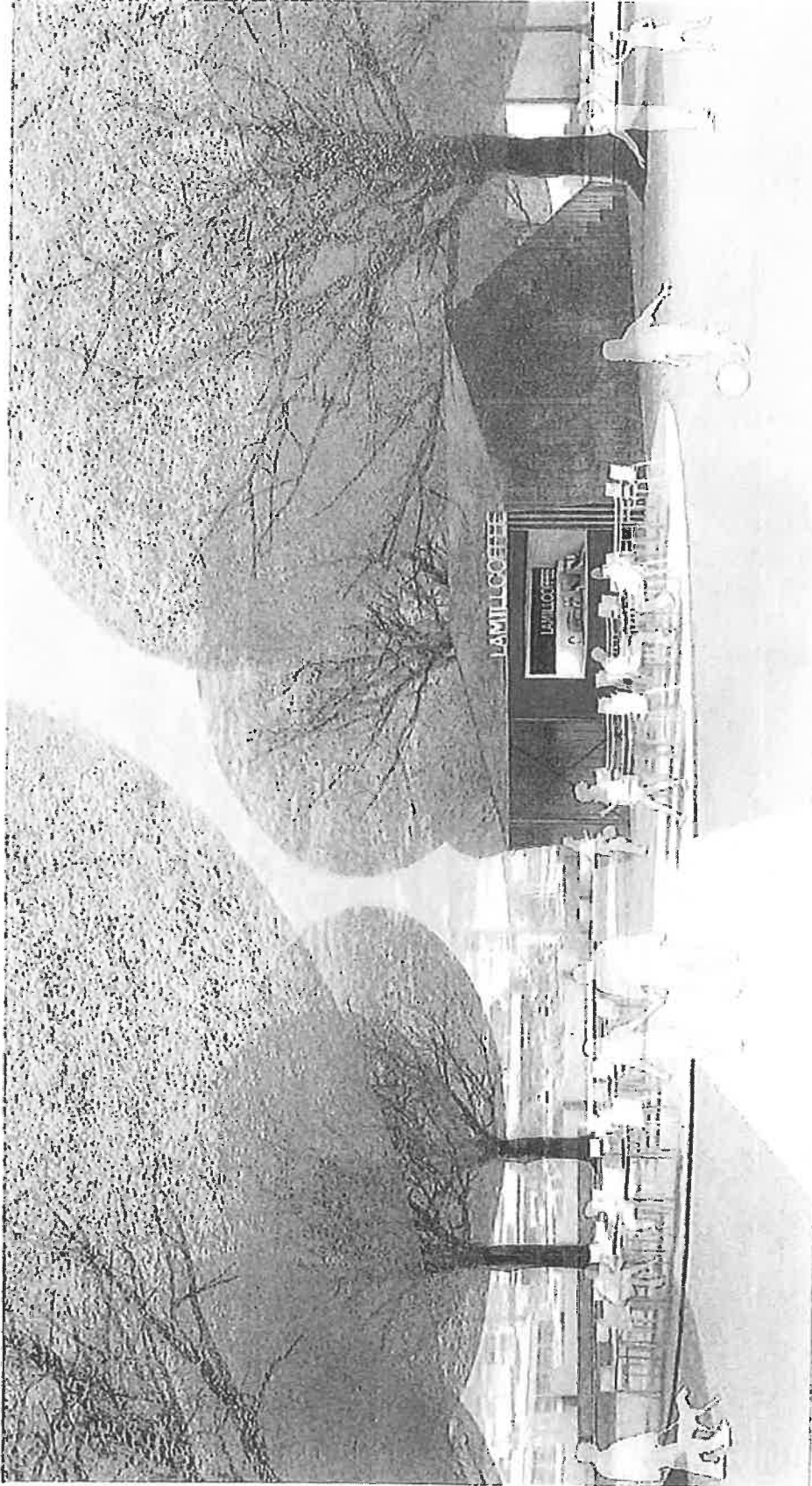
AUX ARCHITECTURE  
2014D414\_LAMILL COFFEE MEDIA PARK - CULVER CITY



SCHEME A STREET VIEW

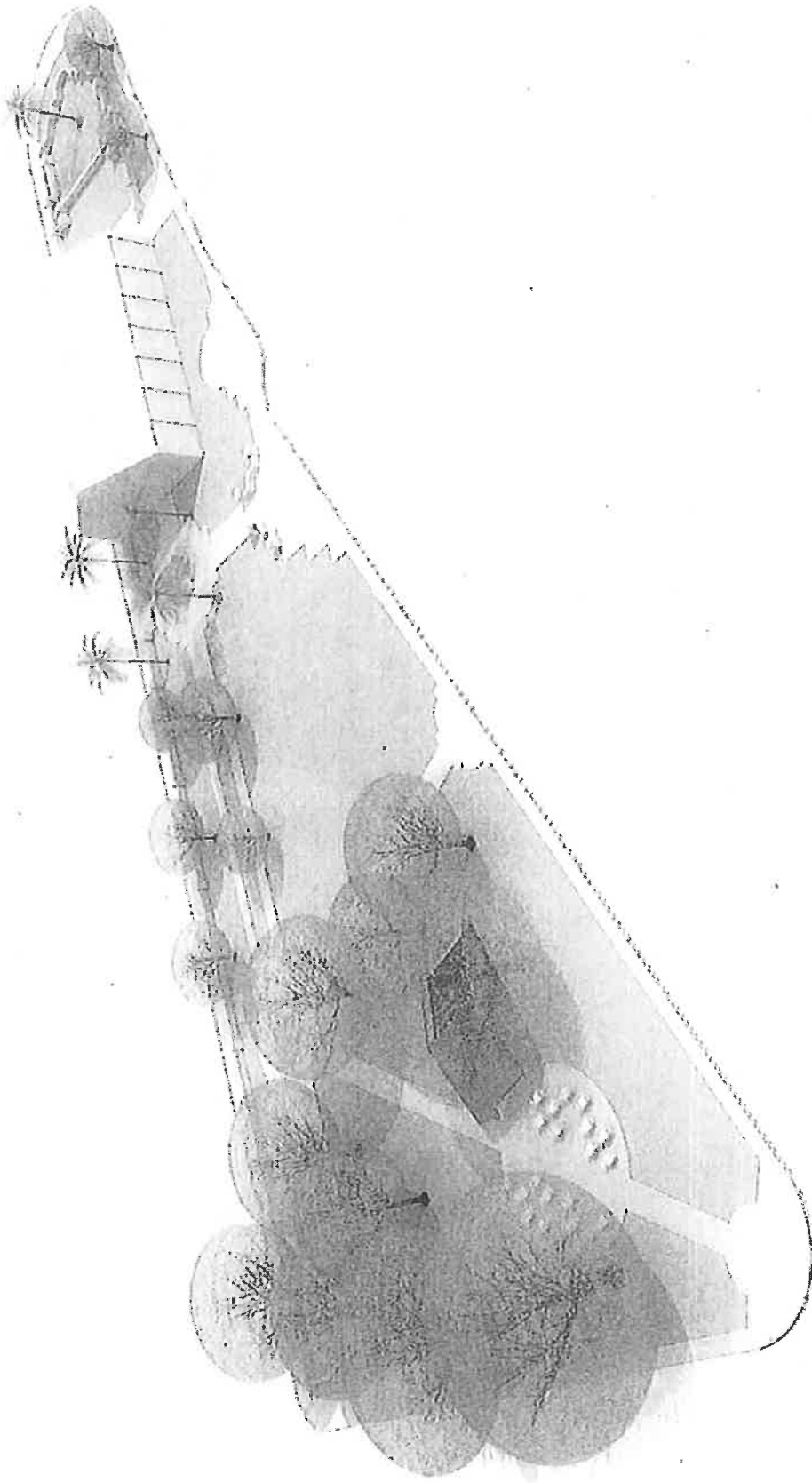


AUX ARCHITECTURE  
20140414\_LAMILL COFFEE MEDIA PARK - CULVER CITY



SCHEME A STREET VIEW

20140414\_LAMILL COFFEE MEDIA PARK - CULVER CITY  
AUX ARCHITECTURE

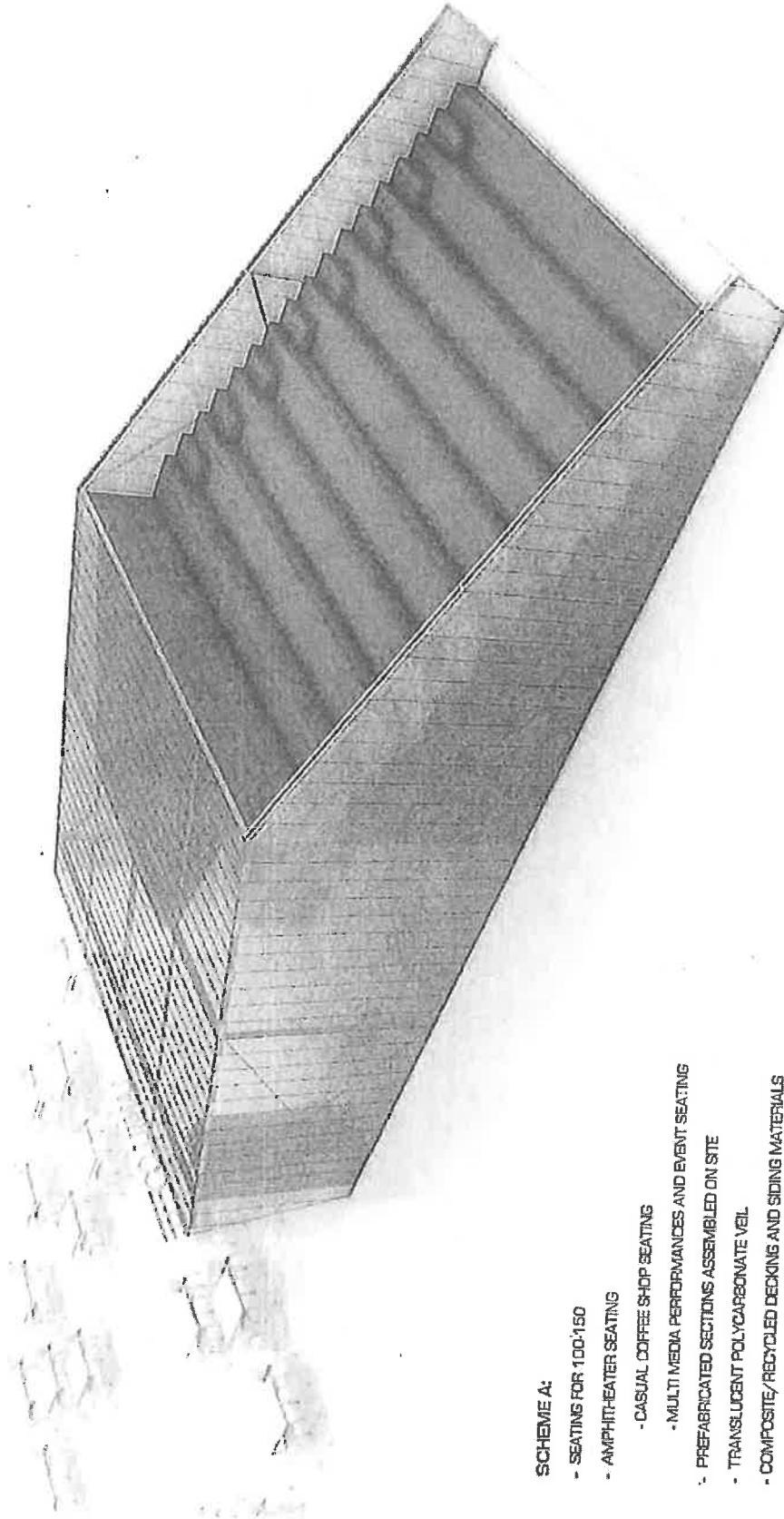


SCHEME A AERIAL VIEW



AUX ARCHITECTURE  
20140414\_LAMILL COFFEE MEDIA PARK - CULVER CITY





**SCHEME A:**

- SEATING FOR 100-150
- AMPHITHEATER SEATING
- CASUAL COFFEE SHOP SEATING
- MULTI MEDIA PERFORMANCES AND EVENT SEATING
- PREFABRICATED SECTIONS ASSEMBLED ON SITE
- TRANSLUCENT POLYCARBONATE VEIL
- COMPOSITE/RECYCLED DECKING AND SIDING MATERIALS
- MAINTAINS CURRENT PARK CIRCULATION

SCHEME A OVERALL



AUX ARCHITECTURE  
20140414\_LAMILL COFFEE MEDIA PARK - CULVER CITY

# Attachment D

## SUCCESSOR AGENCY TO THE CULVER CITY REDEVELOPMENT AGENCY

### SUBLEASE

WITH: COFFEE CONCESSION OPERATOR  
FOR: Sublease of property located in Media Park

THIS SUBLEASE is made and entered into by and between the SUCCESSOR AGENCY TO THE CULVER CITY REDEVELOPMENT AGENCY, a public body corporation and politic, existing under and pursuant to the laws of the State of California, hereinafter referred to as "Successor Agency," and Coffee Concession Operator, , a California corporation, hereinafter referred to as "Sublessee."

1. PROPERTY SUBLEASED AND USE THEREOF. Successor Agency is lessee of certain real property, known as Media Park and located at the intersection of Venice Boulevard, Culver Boulevard and Canfield Avenue in the City of Los Angeles, and more particularly described in Exhibit "A," which is attached hereto and incorporated herein by this reference (the "Property"). Successor Agency, as successor in interest, is lessee of the Property pursuant to that certain lease between the former Culver City Redevelopment Agency and the City of Los Angeles ("Los Angeles") dated June 12, 1987, a true and correct copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference (the "Lease"). Subject to the approval of Los Angeles, Successor Agency agrees to grant Sublessee an exclusive subleasehold interest in that certain portion of the Property identified in Exhibit "A" as the "Subleased Premises," which shall be used by Sublessee solely for the purpose of constructing and operating a coffee concession business, and any related purposes thereto, subject to all the terms of this Sublease.

2. PROHIBITED USES. With the exception of the purposes described in this Sublease and other uses first approved in writing by Successor Agency, Sublessee shall not be authorized to use the Property for any other purpose whatsoever. This Sublease does not permit the use of the adjacent Ivy Substation, which is a facility located at 9070 Venice Boulevard in the City of Los Angeles that is on, but separate and apart from the Property. If Sublessee is interested in using the Ivy Substation facilities, Sublessee shall be solely responsible for obtaining written permission from Successor Agency and Successor Agency's long-term lessee, the Actor's Gang Theatre, for access to and use of any of the facilities and/or utilities at the Ivy Substation. Any such use is subject to the Ivy Substation License Agreement dated July 1, 2010 and is subject to the Successor Agency's lease with the City of Los Angeles dated June 8, 1987.

3. INSPECTION AND CONDITION OF PROPERTY. Sublessee acknowledges personal inspection of the Subleased Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the Sublease. Sublessee accepts the Subleased Premises in their current physical condition and agrees to make

no demands upon Successor Agency for any improvements, alterations, repairs or remediation thereof.

4. CONSTRUCTION OF CAPITAL IMPROVEMENTS. Construction of capital improvements on the Subleased Premises on a phased basis consisting of a café with amphitheater seating and adjacent outdoor seating area (Phase One), which may include ancillary improvements such as Wi-Fi equipment and antennae, young children's playground, Media Park tree lighting, benches, bicycle racks, security system and signage (Phase Two) (collectively, the "Improvements") shall be in substantial conformance with the conceptual plans (the "Conceptual Plans") as depicted in Exhibit "C," attached hereto and incorporated herein by this reference. Sublessee shall submit design development plans in substantial conformance to the Conceptual Plans (the "Design Development Plans") to the Successor Agency within forty-five days (45) of the Effective Date of this Sublease for review and approval by Successor Agency's Assistant Executive Director. Sublessee shall submit construction plans that substantially conform to the Design Development Plans (the "Construction Plans") to Successor Agency within one hundred twenty (120) days of the Effective Date of this Sublease for review and approval by Successor Agency's Executive Director. Sublessee shall submit the Construction Plans to Los Angeles within seven (7) days from the date the Construction Plans are approved by Successor Agency, for the issuance of building permits by Los Angeles. Sublessee shall commence construction activities within thirty (30) days of obtaining construction permits and complete the Improvements within one (1) year of the commencement of construction. Sublessee may submit a written request to Successor Agency's Assistant Executive Director for an extension of time to complete construction if Sublessee can provide written evidence that the cause of the delay is through no fault of Sublessee. Approval of such request for extension shall not be unreasonably withheld, conditioned, delayed or denied.

5. OWNERSHIP OF IMPROVEMENTS. Sublessee shall retain ownership of the Improvements. Upon termination of the Sublease, Sublessee shall remove the Improvements from the Subleased Premises at Sublessee's sole cost and expense and return the Property to its original condition. Alternatively, and at no cost to Successor Agency, Sublessee may offer to transfer ownership of the Improvements to Successor Agency; however, Successor Agency is under no obligation to accept the offer.

6. PERMITS. Sublessee, at no cost or expense to Successor Agency, and as a necessary condition for the exercise of any rights under the Sublease, shall obtain permits from the City of Los Angeles, and any and all other governmental permits and approvals that may be necessary for Sublessee to perform any construction, and conduct any work or activities under this Sublease, including, but not limited to, any permit from the Los Angeles County Department of Public Health that may be required for the sale of food and beverages. Successor Agency shall coordinate and cooperate with Sublessee in Sublessee's activities to obtain all necessary government permits and permissions.

7. PRIVATE SECURITY. Licensee agrees to hire a private security firm to temporarily provide a security guard to patrol Media Park and surrounding areas for all or



City of Culver City, hereinafter the "City") and hold harmless Successor Agency, the City of Culver City and the City of Los Angeles, and each of their respective elected and appointed officials, officers, agents, and employees (collectively hereinafter, "Indemnitees"), from and against all loss, damage, cost, expense, liability, claims, demands, suits, attorneys' fees and judgments arising from or in any manner connected to Sublessee's or its employees or agent's acts, errors or omissions related to this Sublease. This indemnification includes, but is not limited to, tort liability to a third person for bodily injury and property damage.

Notwithstanding the foregoing, nothing herein shall be construed to require Sublessee to indemnify an Indemnitee from any claim arising from the sole negligence or willful misconduct of that Indemnitee.

The duty to defend referenced herein is wholly independent from the duty to indemnify, arises upon written notice by Successor Agency to Sublessee of a claim within the potential scope of this indemnification provision, and exists regardless of any determination of the ultimate liability of Sublessee, Successor Agency, the City of Culver City, Los Angeles or any Indemnitee.

12. INSURANCE. Without limiting its obligations pursuant to Section 11 of this Sublease, Sublessee shall procure and maintain, at Sublessee's sole cost and expense and for the duration of this Sublease, insurance coverage as set forth in "Insurance Requirements" attached to and incorporated into this Sublease as Exhibit "D."

13. ASSIGNMENT; HYPOTHECATION; TRANSFER. This Sublease is for the specific benefit of Sublessee and any attempt by Sublessee to assign the benefits or burdens of this Sublease without prior written approval of Successor Agency shall be prohibited and shall be null and void. Sublessee shall not mortgage, pledge, or otherwise hypothecate the Property as security for the payment of any debt, for the purpose of securing funds for Sublessee's use, and any such instrument shall be null and void insofar as the Property are concerned. Successor Agency may, at any time and in its sole discretion, transfer its leasehold interest in this Sublease to the City of Culver City. Subsequent to such transfer, Successor Agency shall provide written notice to Sublessee.

14. DESTRUCTION OF CAPITAL IMPROVEMENTS. If the Improvements on the Subleased Premises are substantially destroyed by fire or other means, or by acts of God, so as to make the Improvements unusable, in the opinion of Successor Agency's Executive Director or designee, the Successor Agency may terminate this Sublease upon five (5) business days written notice to Sublessee without complying with the requirements of Section 25.

15. NO IMPROVEMENTS OR ALTERATIONS. Except as specifically authorized by this Sublease, Sublessee shall not make any improvements or alterations to the Property or Subleased Premises without prior approval from Successor Agency's Executive Director, subject to Los Angeles' approval in accordance with the requirements of the Lease; provided, that all costs incurred for any improvements or alterations whatsoever

of the Subleased Premises shall be the sole responsibility of Sublessee; and further provided, that Sublessee shall return the Subleased Premises to their original condition within a reasonable period of time after termination of the Sublease upon prior written request by Successor Agency or Los Angeles. In the event that Sublessee makes any improvements or alterations in violation of this Section, Successor Agency may immediately and without prior notice to Lessee, exercise any or all of the following options: (i) require Sublessee to immediately remove all improvements and/or alterations and restore the Subleased Premises to their pre-existing condition; (ii) remove the improvements and/or alterations and charge Sublessee for the cost of such removal; (iii) notify Sublessee of Successor Agency's intent to retain any and all improvements installed by Sublessee in violation of this Section upon termination of this Sublease; and/or (iv) terminate this Sublease and require Sublessee to vacate the Subleased Premises immediately.

16. MAINTENANCE OF SUBLEASED PREMISES. Sublessee shall, at its sole cost and expense, repair, maintain, manage and operate the Subleased Premises and Improvements in good order and condition during the Term of the Sublease ("Sublessee's Maintenance Obligations"), including without limitation: (i) payment for all utilities, janitorial, security, and garbage collection services (collectively, "Services"); (ii) maintenance, repairs, replacement and/or installation of the fixtures, furniture and equipment, including plumbing, electrical and furnishings; and (iii) cleaning the outdoor seating area tables and chairs and sweeping up fallen debris from nearby trees. All Services accounts shall be held in the name of Sublessee. In the event that Sublessee fails to undertake Sublessee's Maintenance Obligations in accordance with this Section, Successor Agency shall have the right to terminate this Sublease for cause and/or undertake Sublessee's Maintenance Obligations and seek immediate reimbursement against Sublessee for all costs of Sublessee's Maintenance Obligations, including without limitation, the administrative costs of Successor Agency. Successor Agency agrees to maintain Media Park, at Successor Agency's cost and expense, in a scope and manner solely determined by Successor Agency (See Exhibit E, Landscape Maintenance Scope of Work, which is attached hereto and incorporated herein by this reference and hereinafter referred to as "Successor Agency Maintenance Obligations".) Sublessee may request an expanded scope of work for Successor Agency's Maintenance Obligations ("Additional Maintenance Work"), which is subject to the approval of Successor Agency. If the Additional Maintenance Work is approved, it shall be conducted at Sublessee's sole cost and expense. If, as a result of Sublessee's operation, the Successor Agency determines that the frequency of Successor Agency's Maintenance Obligations must be increased, the cost differential between the Successor Agency's Maintenance Obligations and the additional frequency shall be the sole responsibility of Sublessee, unless otherwise agreed between the parties in writing.

17. UTILITIES. Sublessee shall be responsible for payment for the installation, maintenance and use of all utilities necessary for the operation of the Subleased Premises, including the Improvements thereon. Sublessee waives any and all claims against City for compensation for loss or damages caused by a defect, deficiency or

impairment of any utility system or electrical/telephone apparatus or wires serving the Subleased Premises.

18. TRASH ENCLOSURE AND REFUSE COLLECTION. If use of the trash enclosure located at 3825 Canfield Avenue parking lot (the "Canfield Trash Enclosure") is approved for shared use by Los Angeles, then an on-site trash enclosure on the Subleased Premises shall not be required and Sublessee shall be provided access to the Canfield Trash Enclosure at no cost to Sublessee. Sublessee shall pay the City's standard fees for all refuse collection services provided for the Canfield Trash Enclosure and any other trash enclosure located on the Subleased Premises.

19. PARKING. City shall make available to Sublessee up to five (5) parking spaces at the City's 9099 Washington Boulevard parking structure for use by Sublessee's employees. Sublessee shall be required to pay for the number of parking spaces provided to Sublessee at the City's standard parking rate.

20. MENU. Sublessee agrees to sell, and limit its products sold to, coffee, teas and other non-alcoholic beverages, coffee and tea related products and supplies, baked goods, newspapers and magazines (the "Menu"). Any alteration to the Menu requires prior written approval by Successor Agency's Executive Director or designee.

21. MEDIA PARK EVENTS. Sublessee understands and agrees that Media Park is a public park and that events such as, but not limited to, Taste of the Nation, weekly Farmers' Market, the Actors' Gang's Shakespeare in the Park or similar performances, drum circles, private parties, picnicking, recreation, and other City-sponsored and non-City-sponsored events will take place in Media Park and immediately adjacent to the Subleased Premises. Successor Agency agrees to notify Sublessee of scheduled events taking place in Media Park in writing a minimum of seventy-two (72) hours prior to their occurrence, when possible. Successor Agency agrees to cooperate with Sublessee on special events and live performances produced and/or initiated by Sublessee, which are held in Media Park, subject to all applicable laws, rules and regulations.

22. PAYMENT OF PROPERTY AND OTHER TAXES. This Sublease may create a possessory interest subject to property taxation. If this Sublease results in the imposition of property taxes, possessory interest taxes, assessments, or other levies on the Property and/or the Subleased Premises, Sublessee shall pay such taxes, assessments or levies within such period of time as they may be due and payable and shall further pay any and all penalties, interest, or other charges which may be imposed because of a delinquency in payment of such taxes, assessments or other levies.

23. APPLICABLE LAWS, CODES AND REGULATIONS. Sublessee shall comply with all applicable Federal, State and local laws, codes and regulations and with the Lease.

24. MODIFICATION OF SUBLEASE. This Sublease may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties hereto.

25. RIGHT TO TERMINATE. Either party may terminate this Sublease at any time after the second anniversary of the Effective Date (\_\_\_\_\_, 2014), with or without cause, upon written notice to the other party; provided that such termination shall be effective upon the sixtieth (60<sup>th</sup>) day after the date of the notice. Upon such termination or any other relocation of Sublessee, neither Successor Agency nor Los Angeles shall have any obligation to assist in any way Sublessee with vacation of the Property and the Subleased Premises and relocation to any other property or anywhere else. The obligations set forth in Sections 11, 27 and 29 shall survive the termination of this Sublease.

26. OPTION TO EXTEND SUBLEASE TERM. Unless this Sublease is terminated as provided in Section 25, Sublessee shall have the option to extend this Sublease for an additional five-year period, commencing on \_\_\_\_\_, 2019 and automatically terminating on \_\_\_\_\_, 2024, on the same terms and conditions set forth in this Sublease. In order to exercise the option to extend, Sublessee must deliver to the Successor Agency a written notice of Exercise of Option to Extend Sublease on or before sixty (60) days prior to expiration of the Initial Term (\_\_\_\_\_, 2019). Sublessee's failure to timely exercise the option to extend shall cause the Sublease to automatically terminate on \_\_\_\_\_, 2019.

27. RELEASE BY SUBLESSEE TO ANY BENEFITS FOR RELOCATION. Sublessee hereby releases City and Los Angeles from any and all rights or benefits Sublessee may now have or may acquire in the future pursuant to this Sublease, or any other reason, arising or resulting from any and all laws, rules or regulations directly or indirectly related to (i) relocation, (ii) loss of goodwill, (iii) eminent domain or (iv) inverse condemnation.

28. NONDISCRIMINATION. Sublessee certifies and agrees that all persons employed by Sublessee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, gender or sexual orientation, and in compliance with all Federal and State laws prohibiting discrimination in employment, including but not limited to the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

29. HAZARDOUS MATERIALS. Sublessee shall not store or use or consent to the storage or use of any Hazardous Materials on the Subleased Premises and/or the Property. As used in this Sublease, "Hazardous Materials," means any substance, material or waste which is or becomes regulated by the United States government, the State of California, or any local or other governmental authority, including, without limitation, any material, substance or waste which is (i) defined as a "hazardous waste", "acutely hazardous waste", "restricted hazardous waste", or "extremely hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code; (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code; (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code; (iv) defined as a "hazardous substance" under Section 25281



of the California Health and Safety Code; (v) petroleum; (vi) asbestos; (vii) a polychlorinated biphenyl; (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Chapter 20; (ix) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. Section 1317); (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. Section 6903); (xi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601); or (xii) any other substance, whether in the form of a solid, liquid, gas or any other form whatsoever, which by any governmental requirements either requires special handling in its use, transportation, generation, collection, storage, treatment or disposal, or is defined as "hazardous" or is harmful to the environment or capable of posing a risk of injury to public health and safety.

Sublessee shall indemnify, defend, and hold harmless City and Los Angeles and each of their respective elected and appointed officials, officers, agents, and employees from and against any and all liability, expense (including defense costs, legal fees, and response costs imposed by law) and claims for damages of any nature whatsoever which arise out of the presence or release of Hazardous Materials on or about the Property and/or Subleased Premises, which is caused by Sublessee, or its agents, employees, contractors, sublessees, or assigns. The indemnity provided by this provision shall survive the termination of this Sublease.

Sublessee's failure to comply with the provisions of this Section 29 may, in City's sole discretion, be deemed a default of this Sublease and entitle City to, without notice, immediately terminate this Sublease.

30. NOTICES. All notices given or required to be given pursuant to this License shall be in writing and may be given by certified mail, overnight mail, or personal delivery, and shall be effective upon receipt. Notices shall be addressed as follows, unless directed otherwise by Successor Agency or Sublessee in writing:

To Successor Agency: Successor Agency to the Culver City  
Redevelopment Agency  
Attention: Sol Blumenfeld, Asst. Executive  
Director  
9770 Culver Boulevard  
Culver City, CA 90232-0507

With a copy to: City of Culver City  
Attention: Sol Blumenfeld, Community  
Development Director  
9770 Culver Boulevard  
Culver City, CA 90232-0507

To Sublessee: Caitlin Bryant

Director of Operations  
COFFEE CONCESSION OPERATOR Incorporated (

31. WAIVER. If at any time one party shall waive any term, provision or condition of this Sublease, either before or after any breach thereof, no party shall thereafter be deemed to have consented to any future failure of full performance hereunder.

32. GOVERNING LAW. The terms of this Sublease shall be interpreted according to the laws of the State of California. If litigation arises out of this Sublease, then venue shall be in the Superior Court of Los Angeles County.

33. RIGHT TO ENTER PROPERTY. Successor Agency, City and Los Angeles shall retain the right to enter the Property and/or the Subleased Premises at any reasonable time upon twenty-four (24) hours prior written notice to Sublessee for the purpose of inspecting the Property and/or Subleased Premises, unless immediate inspection is deemed necessary by the City's Building Safety Division or Fire or Police Departments in order to protect the public's health and safety.

34. LITIGATION FEES. If litigation arises out of this Sublease for the performance thereof, then the court shall award costs and expenses, including attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule but shall award the full amount of costs, expenses and attorney's fees paid or incurred in good faith.

35. ENTIRE AGREEMENT. This Sublease represents the entire agreement between Successor Agency and Sublessee with regard to the subject matter hereof, and all preliminary negotiations and agreements are deemed a part of this Sublease. No verbal agreement or implied covenant shall be held to vary the provisions of this Sublease. This Sublease shall bind and inure to the benefit of the parties to this Sublease, and any subsequent successors and assigns. If any conflict arises between this Sublease and any incorporated provisions of the proposal, then the terms of this Sublease shall control.

36. SEVERABILITY. If any section, paragraph, sentence, clause, phrase or portion of this Sublease is deemed invalid, then that invalidity shall not affect the validity of the remainder of this Sublease.

37. AUTHORITY TO ENTER INTO SUBLEASE. The individual(s) executing this Sublease on behalf of each party is (are) authorized to execute this Sublease on behalf of said party. Each party has taken all actions required by law to approve the execution of this Sublease.

Coffee Concession Operator Inc., a California  
Corporation

Dated: \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

**SUCCESSOR AGENCY TO THE  
CULVER CITY REDEVELOPMENT  
AGENCY**

Dated: \_\_\_\_\_

By \_\_\_\_\_

**John Nachbar  
Executive Director**

**APPROVED AS TO CONTENT:**

**APPROVED AS TO FORM:**

**Sol Blumenfeld, Community  
Development Director**

**Carol Schwab, City Attorney**

Exhibit A:

MEDIA PARK

EXHIBIT A

That portion of Lot 2, Block 17, Tract No. 2444, as per map recorded in Book 24, pages 5 to 7, inclusive, of Maps, in the office of the County Recorder of Los Angeles County, bounded and described as follows:

Beginning at the intersection of the southeasterly line of the northwesterly 5.5 feet of said lot with the southwesterly line of said lot; thence North  $55^{\circ} 42' 15''$  East along said southeasterly line 287.94 feet to the northeasterly line of said lot; thence South  $33^{\circ} 52' 00''$  East along said northeasterly line 93.72 feet to a line parallel with and distant 40 feet northwesterly measured at right angles from the southeasterly line of said lot; thence South  $31^{\circ} 39' 05''$  West along said parallel line 297.03 feet to the beginning of a tangent curve concave northerly, having a radius of 15 feet, and being tangent at its point of ending to the southwesterly line of said lot; thence westerly along said curve, through a central angle of  $115^{\circ} 40' 55''$  an arc distance of 30.29 feet to its point of ending; thence North  $32^{\circ} 40' 00''$  West along said southwesterly line 200.74 feet to the point of beginning.

SUBJECT TO easements of the City of Los Angeles for public street purposes over that portion of the hereinabove described land described in deeds recorded in Book 11417, page 67, and in Book 12958, page 292, of Official Records, in the office of said County Recorder.

Description Approved  
Bureau of Engineering

MAR 17 1966

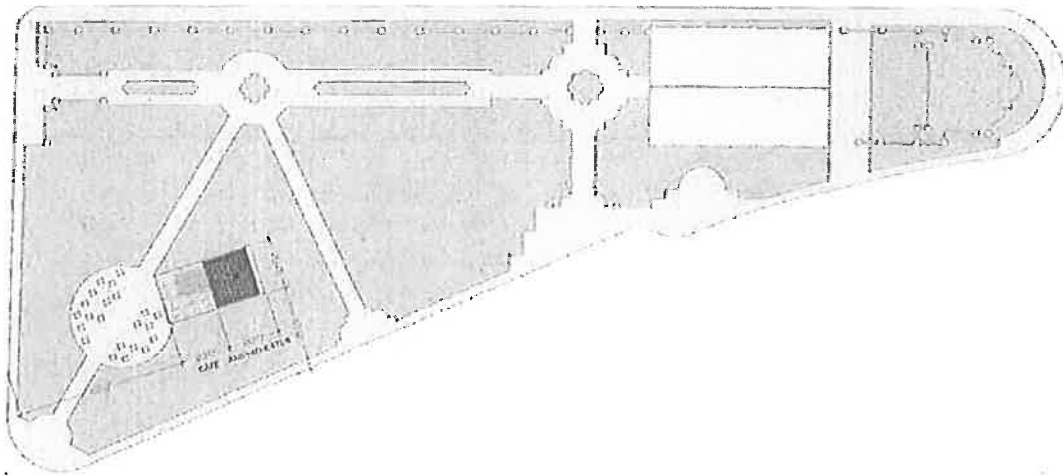
by *J. Babbe*



Exhibit A

Subleased Premises

Depicted Below as 500-800 sq. ft. Café, Amphitheater and the adjacent outdoor seating area



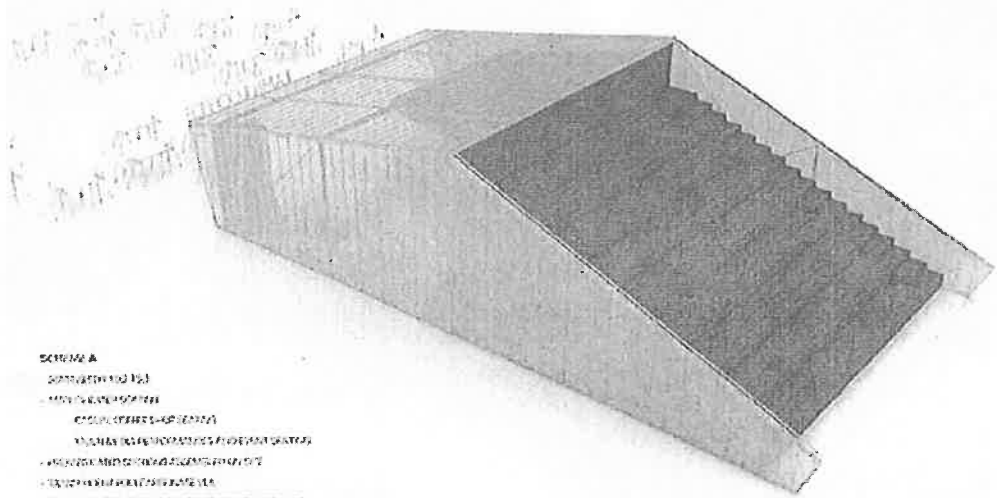
STRENGTHENED

THE UNIVERSITY OF CHICAGO  
THE BOARD OF THE UNIVERSITY OF CHICAGO

Exhibit B: Media Park Lease Omitted (Duplicate)

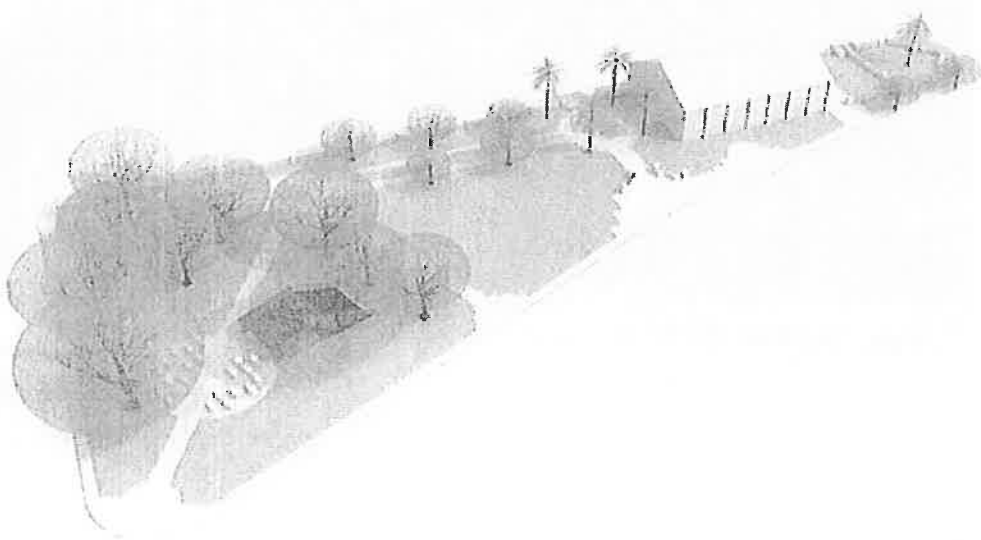
Exhibit C

Conceptual Plans that include a 500-800 sq. ft. café and outdoor seating area



- SCHEME A**
- 500-800 SQ. FT. CAFÉ
  - 500-800 SQ. FT. OUTDOOR SEATING AREA
  - 500-800 SQ. FT. OUTDOOR SEATING AREA
  - 500-800 SQ. FT. OUTDOOR SEATING AREA
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  - 500-800 SQ. FT. OUTDOOR SEATING AREA

SCHEME A  
500-800 SQ. FT. CAFÉ  
500-800 SQ. FT. OUTDOOR SEATING AREA

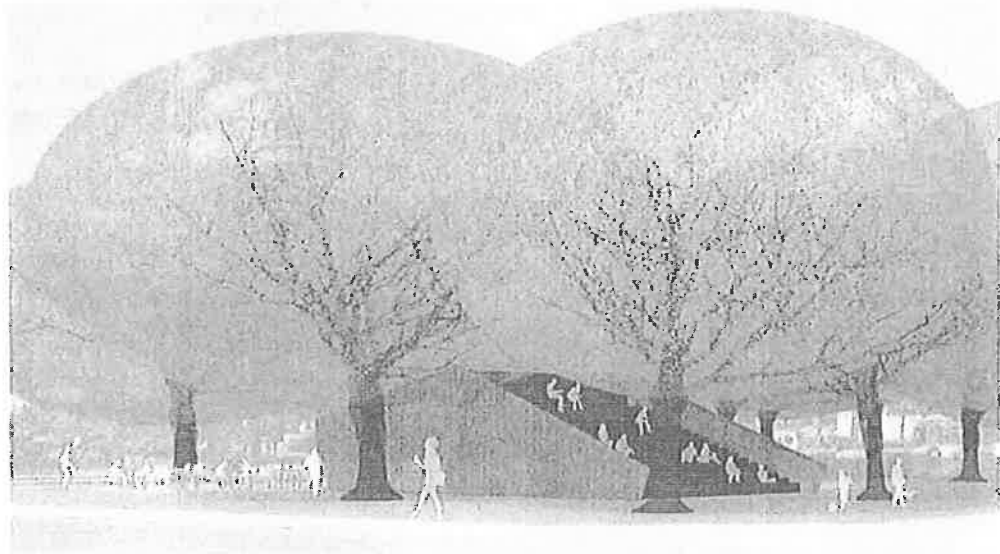


SCHEME B  
500-800 SQ. FT. CAFÉ  
500-800 SQ. FT. OUTDOOR SEATING AREA



SECTION: WEST ELEVATION

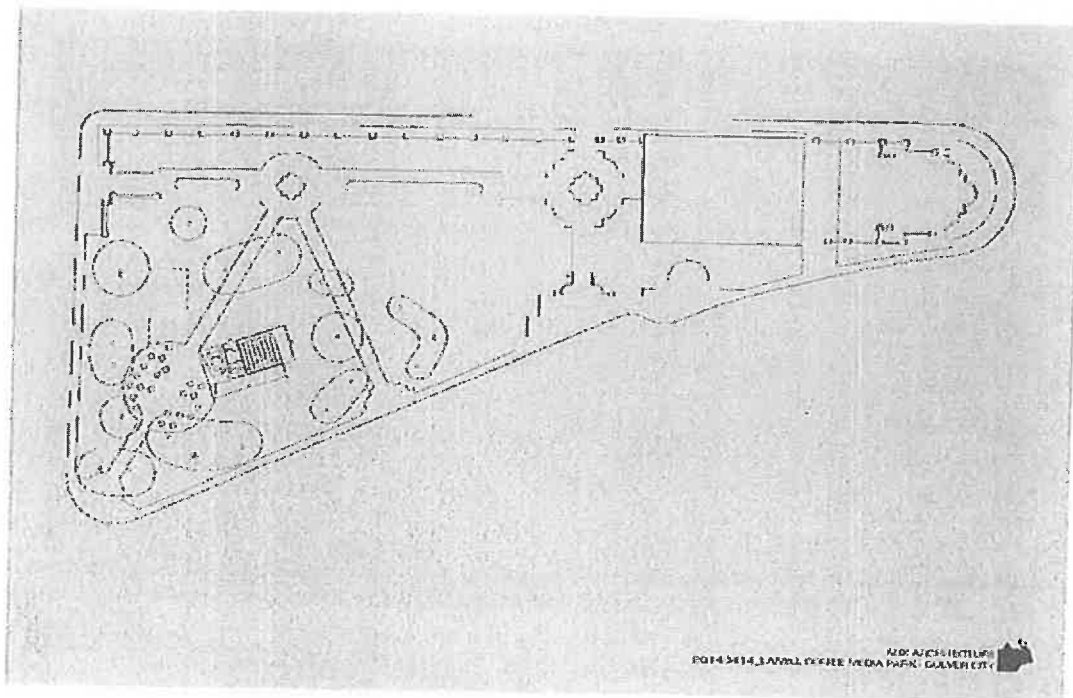
PROGETTO: FAMIGLIOTTI SPA - VIA S. GIULIANO, 10 - 00187 ROMA



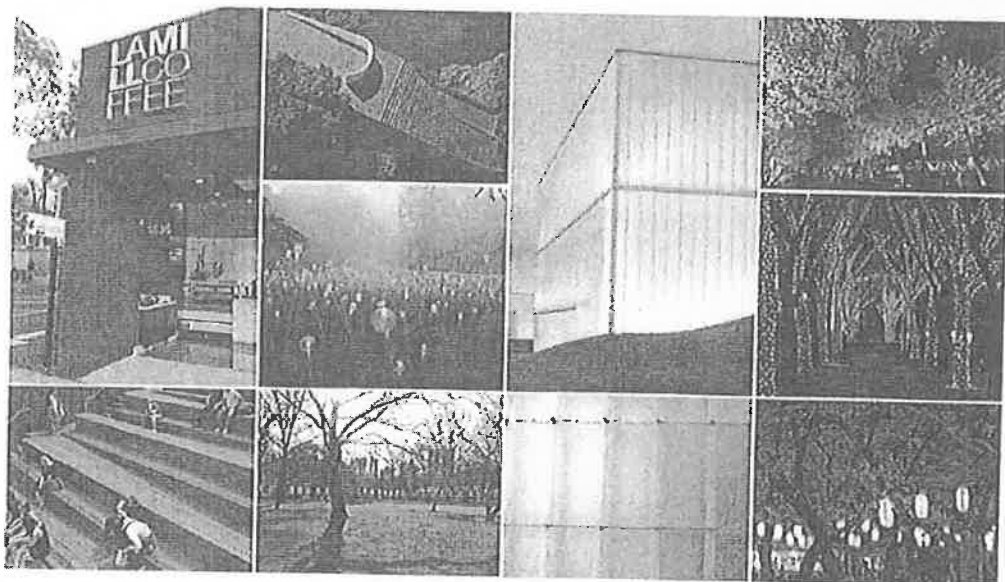
SECTION: WEST ELEVATION

PROGETTO: FAMIGLIOTTI SPA - VIA S. GIULIANO, 10 - 00187 ROMA





PROGETTO SPAZIO PUBBLICO PER IL CENTRO CITTADINO  
 AREA DI INTERESSE PUBBLICO - GALVANI 1971



PROGETTO SPAZIO PUBBLICO PER IL CENTRO CITTADINO  
 AREA DI INTERESSE PUBBLICO - GALVANI 1971



Exhibit D  
Insurance Requirements

**A. Policy Requirements.**

Sublessee shall submit duly executed certificates of insurance for the following:

1. An occurrence based Comprehensive General Liability ("CGL") policy, at least as broad as ISO Form CG 0001, in the minimum amount of One Million Dollars (\$1,000,000) each occurrence, with not less than Two Million Dollars (\$2,000,000) in annual aggregate coverage.

The CGL Policy shall have the following requirements:

- a. The policy shall provide coverage for personal injury, bodily injury, death, accident and property damage and advertising injury, as those terms are understood in the context of a CGL policy. The coverage shall not be excess or contributing with respect to City's self-insurance or any pooled risk arrangements;
- b. The policy shall provide \$1,000,000 combined single limit coverage for owned, hired and non-owned automobile liability;
- c. The policy shall include coverage for liability undertaken by contract covering, to the maximum extent permitted by law. Sublessee's obligation to indemnify the Indemnitees as required under Paragraph 6 of this agreement;
- d. The Policy shall not exclude coverage for Completed Operations Hazards or Athletic or Sports Participants; and
- e. The City of Los Angeles, the Successor Agency to the Culver City Redevelopment Agency and The City of Culver City, members of their City Council, their boards and commissions, officers, agents, and employees will be named as additional insureds in an endorsement to the policy, which shall be provided to the Successor Agency and approved by the City Attorney.

2. Business Automobile Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000), providing coverage for use of mobile equipment (i.e. heavy mobile equipment or vehicles primarily for use in an off-road environment), to the extent that (1) such mobile equipment will be used within the City limits or on City business, and (2) coverage for mobile equipment is not otherwise covered by the CGL policy listed in subparagraph (a), above.

3. Professional/Negligent Acts, Errors and Omissions Insurance in the minimum amount of One Million Dollars (\$1,000,000) per claim, and shall include coverage for separate "personal injury" alleged to have been committed in the course of rendering professional services, unless such coverage is provided by the CGL policy listed in subparagraph (a), above.

4. Workers' Compensation limits as required by the Labor Code of the State of California with Employers' Liability limits of One Million Dollars (\$1,000,000.00) per accident, if the Agreement will have Sublessee employees working within the City limits.

**B. Waiver by Successor Agency.**

The Successor Agency may waive one or more of the coverages listed in Section A, above. This waiver must be expressed in writing, and will only be made upon a showing by the Sublessee that its operations in and with respect to Successor Agency are not such as to impose liability within the scope of that particular coverage.

**C. Additional Insurance Requirements.**

1. All insurance listed in Paragraph A shall be issued by companies licensed to do business in the State of California, with a claims paying ability rating of "BBB" or better by S&P (and the equivalent by any other Rating Agency) and a rating of A:VII or better in the current Best's Insurance Reports;

2. Sublessee shall provide City with at least thirty (30) days prior written notice of any modification, reduction or cancellation of any of the Policies required in Paragraph A, or a minimum of ten (10) days' notice for cancellation due to non-payment.

3. Sublessee may increase the scope or dollar amount of coverage required under any of the policies described above, or may require different or additional coverages, upon prior written notice.

Exhibit E  
Landscape Maintenance Scope of Work

**PROJECT SITE:** MEDIA PARK, 9070 VENICE BLVD.  
(Ivy Substation/Media Park)

**MAINTENANCE SERVICES:** Please maintain, replace or repair all the items on the following list:

**MAINTENANCE FREQUENCY:** Once a week - (Exceptions Are Noted Per Item)

1. Provide labor, tools, materials and equipment for mowing, pruning and weeding necessary to maintain landscaping to industry standards and in an attractive and healthy condition at all times. (2 x's per week)
2. The contractor will be allowed to dispose of all debris and trash generated by this contract in appropriate City of Culver City containers. (Behind the Ivy Substation)
3. Clean paved pedestrian areas and sidewalks.
4. Dispose of trash from trash receptacles and any other trash which may have collected around trash receptacles.
5. Remove weeds, litter, trash, debris, animal waste and cigarette butts, from planters, pots, pedestrian paving, sidewalks, decomposed granite walkways, street tree grates, tree wells below grates, gravel bed and landscaped areas. Weeds to be removed manually or chemically and not by weed eater.
6. Prune shrubs and hedges clear of sidewalks, sitting areas and pedestrian areas. Max. height and entrances 3'.
7. Clean and maintain concrete planter curbs, concrete blocks and forms, brick pavers and brick surfaces.
8. Dead plants and dead branches, flowers and foliage to be removed from all plants during normal maintenance frequency.
9. Clear and prune ground cover around irrigation boxes.
10. Litter and debris blown or swept into street or curb must be removed and legally disposed.
11. Notify the Parks Maintenance Supervisor ASAP when irrigation problems occur at (310) 253-6474.
12. Clean asphalt parking lots of dirt, debris and trash. Remove and legally dispose of all dirt, debris and trash.
13. Fertilize turf twice a year and planters once a year. Mix to be determined by City.
14. Replace plants that are not thriving.
15. Report graffiti.
16. Report any observed property damage.
17. Add or replace shredded redwood bark or wood mulch over any landscaped planter areas as appropriate, to depth of two inches or as necessary for the conservation of water and for weed control. Contractor shall request wood chips from the City, and if available,

obtain and use chips from the City before purchasing chips from other vendors.

18. Coordinate Irrigation system control with the Culver City Parks and Recreation Department.
19. Replace missing, damaged, dead plants or grass and plant ground cover or grass in bare areas.
20. Clean paved pedestrian areas sidewalks and concrete planters and walls with pressurized water device.
21. Sprinkler check (check to make sure all valves and heads are operating properly) (Once per month)

## Attachments to Media Park Lease

### Media Park Lease:

40. 9254 Venice Boulevard.