

APPROVED

01-18-2017
BOARD OF RECREATION
AND PARK COMMISSIONERS

BOARD REPORT

NO. 17-008

DATE January 18, 2017

C.D. 14

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ASCOT HILLS PARK—APPROVAL OF LEASE AGREEMENT WITH THE LOS ANGELES DEPARTMENT OF WATER AND POWER; AND EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, CLASS 4(7) (LEASE TO USE LAND INVOLVING MINOR ALTERATIONS TO THE CONDITION OF THE LAND) OF THE CITY CEQA GUIDELINES

AP Diaz _____
for R. Barajas CBW V. Israel _____
H. Fujita _____ K. Regan _____
N. Williams _____

Ramon Barajas for
General Manager

Approved ✓ Disapproved _____ Withdrawn _____
As Amended

RECOMMENDATIONS

1. Adopt a proposed Resolution, herein included as Attachment 1 authorizing the Department of Recreation and Parks (RAP) to enter into a Twenty (20)* year Lease *Thirty (30) Agreement with the Los Angeles Department of Water and Power (LADWP) for Ascot Hills Park, and authorize payment of Twenty Dollars (\$20.00)* to LADWP for the annual Lease *Thirty fee, per Charter Section 594(a) and (b) subject to the approval of the Mayor and the Dollars approval of the City Attorney as to form; (\$30.00)
2. Approve the proposed Lease and terminate previous Lease upon execution of new lease, between RAP and LADWP, for the operation, maintenance and development of a portion of the LADWP's Ascot property;
3. Direct the Board Secretary to transmit forthwith the proposed Lease to the Mayor for expedited review in accordance with Executive Directive 3 (Villaraigosa Series) for review and approval, and concurrently to the City Attorney for review and approval as to form;
4. Authorize the City Attorney's Office to make technical changes to the Lease, as necessary;
5. Upon obtaining all necessary approvals, authorize the Board President and Secretary to execute the Lease;
6. Find that the execution of the Lease is categorically exempt from CEQA and instruct RAP staff to file a Notice of Exemption with the Los Angeles County Clerk within five (5) working days; and,

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7. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY:

RAP has been working with the LADWP, North East Trees (NET) and the Fourteenth Council District Office in an effort to secure funding for the restoration of the Ascot Hills Park (Park) located in El Sereno at 4371 Multnomah Street, Los Angeles, California 90032. The Park is an open space park used heavily by the surrounding community. The Park consist of 92.44 acres of mostly undeveloped natural habitat open space land that features a parking lot, Restroom and outdoor facilities with some shade structures.

The Ascot Hills property is currently being maintained and operated by RAP staff under the existing Lease Agreement (Agreement) between RAP and LADWP so that the property can be maintained as a natural open space park area open to the community. The Agreement was executed in 2010 and continues in effect for a term of twenty (20) years. Nevertheless, the current Agreement is deficient or inadequate for securing funding from outside sources and as such, the Agreement needed to be revised to meet the funding requirements that will enable this Park to be developed into an open space jewel that the community can use. The Park is located in a very dense and low-income community that is in great need of open space area. It has been brought to the attention of RAP staff that the current Agreement is insufficient to meet the State grant requirements; therefore, the intent of RAP and LADWP Staff is to execute a new Lease Agreement to satisfy the State's Grant Requirements and terminate the existing Agreement.

In 2013, NET submitted a grant application for the Ascot Hills Park Habitat Restoration and Greening Project (Project). RAP also submitted a Grant Application with the State for funding that will be used to enhance approximately forty (40) acres of Ascot Hills, including fourteen (14) acres of native habitat restoration and the planting of trees and shrubs, all designed to restore the native flora. The Project will include two natural storm water infiltration area designed to capture storm water runoff and allow for natural infiltration. The total cost of the proposed Project is One Million, Six Hundred Fifty-One Thousand, Four Hundred and Eighty Six Dollars (\$1,651,486.00). On June 18, 2015, the Board of Recreation and Park Commissioners approved the Project through Report No. 15-140 (Attachment 4). NET has been awarded a total of Nine Hundred, Eighty-Nine Thousand Dollars (\$989,000.00) in funds from the State along with other funding mentioned in Report No. 15-140.

On November 15, 2016, LADWP provide a new lease for execution. This newly revised lease will be presented to the State for review, but is expected that additional changes will be required. In order to meet the State's deadline for submitting the required information mentioned in the November letter from the State, the Board is being asked to approve the lease with the extended term of 2047*. The Board is nevertheless informed that there could be a need for additional revisions or amendments addressing the Land Tenure issues. This new Lease is expected to replace the old Lease executed in 2010.

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On November 30, 2016, RAP staff was notified that the City's Grant Application was incomplete and additional information was needed. RAP was given a deadline of January 2017 to address all outstanding issues mentioned in the correspondence from the State.

Efforts to secure funding were implemented by RAP staff, and communications with LADWP were made requesting revisions to the Agreement to address the requirements for the grant monies.

Although revisions to the Lease were made which included extending the term of the Lease, the newly revised Lease may need additional revisions. The new Lease which is being presented to the Board for approval (Attachment 2) will be presented to State for clarification and determination as to whether the newly revised Lease meets the grant requirements. If the State does not approve the new Lease as drafted, efforts will be made to negotiate terms with LADWP that are acceptable to the State that address the Land Tenure issues required and needed for funding approval.

NET, with the support from RAP, will perform the habitat restoration work. Per the grant requirement, site control for ~~twenty (20)~~ years is needed. In order to accomplish this, the City Attorney has drafted the new Lease between RAP and LADWP that will comply with the twenty thirty (30) ~~(20)~~ year grant requirement. This will enable NET to perform the habitat restoration work to the Park and allow the City of Los Angeles to continue to operate the Ascot Park as a recreational and open space park. The approval of the new Lease will also permit NET to continue with the grant process and development work. NET is currently working on the improvement to the site or park. It is anticipated that all funding issues related to the Project will be resolved and the development/restoration work can continue. If RAP is not able to supply the information or cannot meet all requirements within the indicated deadline of January 31, 2017, the State has indicated that the application for funds may no longer be considered for funding. For this reason, it is imperative that the review and approval of the Lease Agreement take place before January 31, 2017. Expedited review and approval of the aforementioned Lease will help ensure that the grant funding is not lost and that habitat restoration work continues at Ascot Hills Park. Preservation of this Los Angeles jewel requires every effort necessary to insure that all steps are taken to preserve this park for future generations to enjoy as it was intended.

TREE AND SHADE

The proposed Park Project concept is still a work in progress, but said design and development of the Park will feature trees and shade structures among other amenities that will be conducive to a healthful, passive and tranquil park setting. It is anticipated that nine hundred fifty (950) trees and five thousand (5,000) shrubs will be planted. The design will also feature an interpretive nature center/trail head and trail enhancement, taking into consideration community input and RAP Park standards with design amenities addressing tree and shade amenities.

NEEDS ASSESSMENT

The proposed new Park expansion property will provide a neighborhood park/open space in an area of the city where City residents do not have sufficient access to improved open or green spaces or neighborhood parks. An estimated 2,736 residents live within a ½ mile walking distance

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of the existing park. Approval of the Lease will enable these residents to continue to have access to improved green, open spaces and neighborhood parks within a ½ mile walking distance of their homes. The loss of this park would reduce available park space and would be counter to the Mayor's directive to increase park space.

ENVIRONMENTAL IMPACT STATEMENT

The habitat restoration of Ascot Hills Park project, including the development of an interpretive nature center/trail head, enhancement of existing trails and streams with site related displays with trail map displays at key points and other restoration activities, has been previously evaluated for CEQA compliance as was determined to be categorically exempt. A Notice of Exemption was filed with the Los Angeles County Clerk on July 2, 2015. The proposed Lease Agreement will allow the project proceed with the construction of the proposed park development. Therefore, Staff recommends that the Board determine that the proposed Lease Agreement is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, 4(7) of the City CEQA Guidelines.

The Superintendent for Metro area and the Councilmember for Council District 14 concur with staff's recommendations

FISCAL IMPACT STATEMENT

At this time, the impact to the RAP's General Fund for the execution of the Lease is unknown. Once this project is completed, operational maintenance costs will be determined. Upon project completion, a request for funding will be submitted in future RAP annual budget requests. There is sufficient funds to cover the increase in value of the property and said increase will not impact RAP's General Fund. Maintenance funds for the new park will be requested as part of the RAP's General Fund. This request will include part time staff, materials and supplies and would provide maintenance seven days a week, year round. Execution of Lease will require an Annual Fee of \$1.00 per year payable in a lump sum of \$20.00 upon execution.

\$30.00

This Report was prepared by John Barraza, Management Analyst II in the Real Estate and Asset Management Division.

LIST OF ATTACHMENT(S)

- 1) Proposed Resolution Thirty (30) 2047
2) Proposed Lease Agreement for Twenty (20) Year Term Ending 2037
3) Existing Lease Agreement Executed in 2010
4) Report No. 15-140

RESOLUTION NO. _____

WHEREAS, The Department of Recreation and Parks (RAP) has been working with the Department of Water and Power (LADWP), North East Trees (NET) and the Fourteenth Council District Office in an effort to secure funding for the restoration of the Ascot Hills Park; and,

WHEREAS, RAP maintains and operates Ascot Hills Park as an natural open space park area open to the community under an Agreement with LADWP; and,

WHEREAS, Said Agreement between RAP and LADWP was executed in 2010 with a term of 20 years; and,

WHEREAS, In 2013, NET submitted a grant application for the Ascot Hills Park Habitat Restoration and Greening Project; and,

WHEREAS, On June 18, 2015, the Board of Recreation and Park Commissioners (Board) approved the Habitat Restoration and Greening Project (Project); and,

WHEREAS, RAP will also participate in the funding of this Project; and,

WHEREAS, On November 15, 2016, LADWP provided a new Lease for execution; and,

WHEREAS, On November 30, 2016, RAP staff was notified by the State that the City's Grant application was incomplete and additional info was needed; and,

WHEREAS, RAP was given a deadline of January 2017 to address all outstanding issues mentioned in the letter from the State dated November 30, 2016; and,

WHEREAS, On June 18, 2016, the Board approved the Memorandum of Agreement (MOA) that enables RAP and NET to construct and install improvements, per the terms of the MOA with NET; and,

WHEREAS, LADWP proposed a Lease that addresses the request for an extension of term to 2037 satisfying the twenty (20) year grant requirement; and,

WHEREAS, The State grant requires compliance with land tenure requirements; and,

WHEREAS, The State correspondence dated November 30, 2016, indicates that the grant requirements are in conflict with terms or conditions of the Lease, which would require amendments, if the State determines that the Lease is insufficient; and,

WHEREAS, RAP Staff continues to proceed with all steps needed to secure funding for the Ascot Hills Park Habitat Restoration Project;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Recreation and Park Commissioners approves the proposed Lease for Ascot Hills Park between LADWP and RAP for a ~~twenty~~ (20) year term ending ~~2037~~; and, ~~thirty~~ (30) 2047

BE IT FURTHER RESOLVED, that the City Attorney's Office shall be authorized to make changes as needed to the proposed Lease; and,

BE IT FURTHER RESOLVED, that, upon obtaining all necessary approvals, the Board President and Secretary are authorized to execute the new Lease Agreement; and,

BE IT FURTHER RESOLVED, that the existing Lease Agreement is terminated upon execution of the new Lease Agreement.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of a Resolution adopted by the Board of Recreation and Park Commissioners of the City of Los Angeles at its Meeting held on _____, 20____ (Report No. _____).

Armando X. Bencomo, Secretary

Resolution No. _____


Los Angeles **DWP** **Department of Water & Power**

ERIC GARCETTI
Mayor

Commission
 MEL LEVINE, *President*
 WILLIAM W. FUNDERBURK JR., *Vice President*
 JILL BANKS BARAD
 MICHAEL F. FLEMING
 CHRISTINA E. NOONAN
 BARBARA E. MOSCHOS, *Secretary*

DAVID H. WRIGHT
General Manager

November 15, 2016

Mr. Cid Macaraeg
 Department of Recreation and Parks
 221 N. Figueroa Street, First Floor
 Los Angeles, California 90012

Subject: DWP File W-80858
 Lease to Department of Recreation and Parks
 Portion of the Los Angeles Department of Water and Power's
 Ascot Reservoir for Open Space

DEPT OF REC & PARKS
FLRN CONST. & MAINTEN.

2016 NOV 15 AM 8:15

Dear Mr. Macaraeg:

Enclosed are three duplicate originals of a Lease Agreement (Agreement) which, when fully executed, will give the Department of Recreation and Parks permission to use a portion of the above-referenced Los Angeles Department of Water and Power property for maintaining a natural area which will be open to the community as "open space".

Please have your Board approve and execute all three Agreements and return them to this office, together with your lease payment of \$20.00.

A fully executed Agreement will be returned to you for your records after further processing.

If you have any questions, please contact Mrs. Brandy Roybal-Valdez (213) 367-0570 or by email at brandy.roybal-valdez@ladwp.com.

Sincerely,


 Guy Lammers
 Property Manager

BRV
 Enclosures

Putting Our Customers First 

DO NOT RECORD

LEASE

THE DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES, Lessor (sometimes hereinafter referred to as the "Department" or "LADWP"), for and in consideration of the keeping and performance by Lessee of the terms and conditions hereof, gives permission to the Department of Recreation and Parks, whose address is 221 N. Figueroa Street, Suite 1550, Los Angeles, California 90012, (sometimes hereinafter referred to as the "Lessee"), to use certain real property which is owned by the City of Los Angeles and under the control and jurisdiction of said Department for the purpose of maintaining a natural area which will be open to the community as "Open Space", in the property known as Ascot Reservoir as shown in Drawing No. C2072 marked Exhibit A, attached hereto and made a part hereof (the "Premises"). The gross leased area of the Premises is 93.51 acres. The Department finds that: (1) the property to be leased is not presently needed for Departmental purposes; and (2) the grant of the Lease will not interfere with Departmental purposes.

THE FOREGOING PERMISSION is given upon and subject to the following terms and conditions:

1. The right and permission of Lessee is subordinate to the prior and paramount right of Lessor to use said real property for the public purposes to which it now is and may, at the option of Lessor, be devoted. The Department maintains water distribution facilities as shown in Exhibit A and requires continuous access to these facilities for purposes of operation, maintenance and construction. Lessee shall maintain dirt or gravel access roads to allow the Department to access its facilities. Lessee agrees to allow the Department to install and maintain Department locks on all gates necessary to access its facilities.

2. Lessee's rights to use under this Lease shall be exclusive, except for the operations of the Lessor and its licensees specified herein and any recorded rights, easements and reservations.

3. The Parties agree that Lessee's use and occupancy of Premises shall be referable solely to the permission herein given.

4. This lease shall commence upon approval by the entities respective Board of Commissioners and expire on March 1, 2047 (the "Term").

5. If Lessee remains in possession of all or any part of the Premises after the expiration of the Term hereof, with or without the express or implied consent of Lessor, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case, rent and other monetary sums due hereunder shall be payable in the amount and at the time specified in this Lease and such month to month tenancy shall be subject to every other provision, covenant and agreement contained herein. Acceptance by Lessor of rent after such expiration or earlier termination shall not constitute a holdover hereunder or result in a renewal. The foregoing provisions of this Section 5 are in addition to and do not affect right of re-entry or any rights of Lessor hereunder or as otherwise provided by law, and in no way shall affect any right which Lessor may otherwise have to recover damages from Lessee for loss or liability incurred by Lessor resulting from such failure by Lessee to surrender the Premises. Nothing contained in this Section 5 shall be construed as consent by Lessor to any holding over by Lessee, and Lessor expressly reserves the right to require Lessee to surrender possession of the Premises to Lessor as provided in this Lease upon the expiration or other termination of this Lease.

6. Lessee agrees to pay to Lessor the sum of \$1.00 per year for the 30 year period of the Lease agreement which sum is payable in a lump sum of \$30 within 60 days of execution of this Lease.

Payment shall reference DWP File W-80858, and sent to the following address:

Department of Water and Power
Attention General Accounting, I.C. Section
P. O. Box 51212 - Room 434
Los Angeles, California 90051-0100

7. Lessor assumes no responsibility to provide security for the Premises. Lessee has no responsibility to provide security for the facilities of the Lessor or its licensees. Lessee shall maintain and provide adequate security for the Premises comparable to the security Lessee provides to similarly sized public parks that Lessee owns and/or operates.

8. Upon any termination of this lease, Lessee shall restore the leased area to the condition at the commencement of this lease, including the removal of all of the Lessee's equipment, vehicles, trailers, containers, signs, litter, and debris. Lessee shall advise the Department of its intention to make any improvement and secure the agreement of the Department as to the ownership of such improvements and the Lessee's responsibility for removal at the termination of the lease.

9. Upon expiration or termination of this lease, the Department will expeditiously conduct an inspection of the Premises to determine if restoration has been completed by Lessee. Lessee shall call the Department's Real Estate Business Group, (213) 367-0564, to make arrangements for a field inspection of the leased area upon termination of the lease. If the Department

determines that restoration has not been completed upon expiration or termination of this lease, the Department may restore said leased area entirely at the risk and expense of the Lessee.

10. Lessee shall have the right to construct improvements related to their proposed use of the leased area so long as such improvements are not constructed within areas in use by the Department or burdened by the easement in favor of the Metropolitan Water District. Such areas are noted on the Exhibit A and identified by references to documents noted thereon. Lessee's express right to make improvements including landscaping or irrigation facilities shall be subject to Department approval of plans submitted to the Water Operations Division or any other appropriate Division within the Department responsible for this property at such time approval is sought.

11. Regardless of the manner or duration of use or occupancy of said leased area by Lessee, and regardless of the permanent character of any works or structures constructed or installed therein or thereon by Lessee, if Department determines that the leased property or any part thereof is necessary for use for Department purposes, this lease may be terminated by the Department at any time by giving five years notice of termination. Any notice hereunder to Lessee shall be given by delivering the same to Lessee personally, or by mailing the same addressed to Lessee at the address above given, or to such other address as Lessee may in writing, from time to time, direct, and the giving of notice by mail shall be complete at the time of mailing.

12. Lessee shall notify the Department of any changes in Lessee's mailing address and daytime telephone number within ten days of changes. Any notice to Department shall be given by delivering such notice to the Real Estate Business Group of said Department or by sending such notice by mail addressed to the Real Estate Business Group, Department of Water and Power, P. O. Box 51111, Room 1031, Los Angeles, California 90051-0100.

13. This lease may be immediately revoked by the Department in the event of any failure or refusal on the part of Lessee to keep or perform any of the terms or conditions herein. Notice of revocation shall be given by delivering the same to Lessee personally or by mailing the same to Lessee. Failure by the Department to revoke this lease for noncompliance of the terms or conditions by Lessee shall not constitute a waiver of the terms or conditions.

14. In the event of termination of this lease by revocation or otherwise, the Department agrees to refund any unused rents. Rent shall be prorated from the date said leased area is restored in a clean and orderly condition as determined by the Department.

15. All work done, pursuant to the terms of this agreement, shall be done in accordance with the terms and conditions specified in ordinances and statutes governing such instances; and the provisions of such ordinances and statutes are, by reference, made a part hereof as though incorporated verbatim herein.

16. Lessor shall have the right at all times to post and keep posted on the property any notices permitted or required by law, or which Lessor shall deem proper for the protection of Lessor and the property, and any other

party having an interest therein, from liens, and Lessee shall give to Lessor at least ten business days prior written notice of the expected date of commencement of and work relating to alterations or additions to the property.

17. Lessor shall, with reasonable prior notice to the supervising Lessee employee in charge of the Property, have the right, to be exercised reasonably and only at times that Lessee employees are present in the Property, to enter the Property to inspect them. In the case of an emergency, neither prior notice to Lessee nor the presence of Lessee employees on the Premises shall be required to enter and inspect the Premises or to take such steps as are necessary to abate the emergency, but Lessee shall receive prompt notice after such entry.

18. Lessee shall pay for all materials and improvements placed upon, joined, or affixed to said leased area by or at the instance of Lessee, shall pay in full all persons who perform labor upon said leased area at the instance of Lessee, and shall not cause or permit any liens of any kind or nature to be levied against said leased area for any work done or materials furnished thereon at the instance or request of Lessee.

19. Lessee shall pay the appropriate suppliers for all water, gas, electricity, light, heat, telephone, power, and other utilities and communications services used by Lessee on the Premises during the Term, whether or not such services are billed directly to Lessee. Lessee will also procure, or cause to be procured, without cost to Lessor, any and all necessary permits, licenses, or other authorizations required for the lawful and proper installation and maintenance upon the Premises of wires, pipes, conduits, tubes, and other equipment and appliances for use in supplying any such service to and upon the Premises. Lessor, upon request of Lessee, and at the sole expense and liability of Lessee, will join with Lessee in any application required for obtaining or continuing any such services.

20. Lessee shall make all arrangements for and pay for all services furnished to or used by it in the ordinary course of its use of the Premises, including, without limitation, security, trash collection, and extermination.

21. Lessee shall pay for all costs, fees, or charges for the application, installation, maintenance, use, or removal of any utilities or services required in the exercise of the permission herein given.

22. This lease and permission herein given is not assignable, and any attempt to do so shall be void and shall confer no right on any third party.

23. Storage of flammable liquids is not permitted within the property.

24. Lessee shall comply with all valid laws, ordinances, statutes, rules, orders, or regulations of any agencies, departments, districts, or commissions of the State, County, or City having jurisdiction thereover. The provisions of such laws, ordinances, statutes, rules, orders, or regulations are, by reference, made a part hereof as though incorporated herein.

25. The Department further reserves the right to license or lease additional property within the leased area for communications purposes. Lessor shall work cooperatively with Recreation and Parks as to the location of any licensed communications facilities. Lessee shall take reasonable precautions and actions to avoid infringement, interference, or damage to all installations.

26. Lessee shall be responsible for the training of personnel under all applicable laws including, but not limited to, training with regard to the operation of equipment and the handling and disposal of hazardous materials and wastes. Lessee shall be responsible if any hazardous material is discharged by Lessee, or Lessee's officers, agents, contractors employees, sub-licensees, sub-lessees or invitees onto the Premises.

27. Lessee may sub-lease or sub-license portions of lease area to vendors or entities to support or enhance Lessee's operations or recreational activities. Lessee shall remain responsible for compliance of all terms and conditions of this Lease by sub-lessees or sub-licensees.

28. Each of the parties to this agreement is a department of the City of Los Angeles having separate funding sources. In accordance with an action of the City Council on April 17, 1991 which authorizes indemnification of proprietary City departments by Council-controlled departments (Council File No. 85-1784), the Department of Recreation and Parks acknowledges this and agrees to defend and indemnify the Department of Water and Power from and against claims of loss of any kind or nature whatsoever and any associated costs, for injury or death to persons or damage to property (including environmental damage) which arise by reason of or incident to this Lease or the leased premises, or the acts, errors or omissions, or willful misconduct of the Department of Recreation and Parks, in any way related to this Lease. This indemnification shall survive the termination of this Lease and shall be in addition to any other rights or remedies that the Department of Water and Power may have, at law, or in equity.

In each contract, sub-lease or sub-license that the Department of Recreation and Parks enters into in connection with the Premises, it shall ensure the inclusion of an Indemnity Clause in favor of the Department of Water and Power, at least as broad as the one stated above. Such Indemnity clause shall be in favor of the Department of Water and Power of the City of Los Angeles, and the Board of Water and Power Commissioners of the City of Los Angeles.

The Department of Water and Power Real Estate Section shall receive a signed copy of each such sub-lease or sub-license that is entered into between the Department of Recreation and Parks and its sub-lessees and/or sublicensees.

The above indemnification obligations shall not apply in the event that the claim giving rise to liability is caused solely by the Department of Water and Power's or Metropolitan Water District's active negligence or willful misconduct.

29. Upon termination of the agreement for whatever reason, the Lessee shall be responsible, to the extent caused by or introduced onto the property as a result of the use of the property by Lessee or the public, for all cleanup costs and expenses including, but not limited to, any fines, penalties, judgments, litigation costs, and attorneys' fees incurred as a result of any and all discharge, leakage, spillage, emission of material which is, or becomes, defined as any pollutant, contaminant, hazardous waste or hazardous substance, under all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, or imposing liability or standards of conduct concerning any hazardous substance on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the California Environmental Quality Act (hereinafter CEQA) [Pub. Res. Code §§21000-21177]; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (hereinafter CERCLA)

[42 USCS §9601 et. seq.]; the Resource Conservation and Recovery Act of 1976 (hereinafter RCRA) [42 USCS §6901 et. seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act (hereinafter FWPRA) [33 USCS §1251 et. seq.]; the Toxic Substances Control Act (hereinafter TSCA) [15 USCS §2601 et. seq.]; the Hazardous Materials Transportation Act (hereinafter HMTA) [49 USCS §5101 et. seq.]; the Federal Insecticide, Fungicide, Rodenticide Act [7 USCS §136 et. seq.]; the Superfund Amendments and Reauthorization Act [42 USCS §9601 et. seq.] (hereinafter SARA); the Clean Air Act [42 USCS §7401 et. seq.]; the Safe Drinking Water Act [42 USCS §300f et. seq.]; the Solid Waste Disposal Act [42 USCS §6901 et. seq.]; the Surface Mining Control and Reclamation Act [30 USCS §1201 et. seq.]; the Emergency Planning and Community Right to Know Act [42 USCS §11001 et. seq.]; the Occupational Safety and Health Act [29 USCS §651 et. seq.]; the California Underground Storage of Hazardous Substances Act [H&SC §25280 et. seq.]; the Carpenter-Presley-Tanner Hazardous Substance Account Act [H&SC §25300 et. seq.]; the California Hazardous Waste Control Act [H&SC §25100 et. seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H&SC §24249.5 et. seq.]; and the Porter-Cologne Water Quality Control Act [Wat. C. §13000 et. seq.], together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to hazardous substances on, under, or about the Property, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of the Department and any governmental body having jurisdiction there over. Lessee shall not have any responsibility for removal or cleanup costs of hazardous materials situated on the premises prior to the date of the lease or as a result of activities of Lessor, Metropolitan Water District or their licensees.

30. Lessee, by executing this Lease Agreement and accepting the benefits hereof, understands that a property right pursuant to applicable ordinances and codes under tax law, may be created known as "possessory interest" and may be subject to property taxation. Lessee will be responsible for payment of any property taxes upon such right. Lessee herewith acknowledges that notice required by Revenue and Taxation Code, Section 107.6 has been provided.

31. For information about a specific Possessory Interest assessment, please contact the Assessor's Office, Possessory Interest Section at (213) 974-3108, Los Angeles County Assessor, c/o Possessory Interest Section, Room 180, 500 West Temple St., Los Angeles, CA 90012, or via the internet at <http://assessor.lacounty.gov/extranet/overview/possint.aspx>.

32. This Lease is subject to Section 10.10, Article 1, Chapter 1, Division 10, as amended, of the Los Angeles Administrative Code related to Child Support Assignment Orders. Said ordinance is incorporated by reference as though fully set forth herein. Failure to comply with this ordinance shall constitute a default of the Lease subjecting the Lease to termination where such failure shall continue for more than 90 days after such notice of such failure to Lessee by Lessor or City.

33. This Lease is subject to Section 10.8.2.1, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code ("Equal Benefits Provisions") related to equal benefits to employees. Lessee agrees to comply with the provisions of Section 10.8.2.1. By way of specification but not limitation, pursuant to practices provisions of this Lease may be deemed to be

a material breach of this Lease. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to Lessee. Upon a finding duly made that Lessee has failed to comply with the Equal Employment Practices provisions of this Lease, this Lease may be forthwith terminated.

34. This Lease is a contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000.00 or more. Accordingly, during the performance of this Lease, Lessee further agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("Equal Employment Practices"). By way of specification but not limitation, pursuant to Sections 10.8.3E and 10.8.3F of the Los Angeles Administrative Code, the failure of Lessee to comply with the Equal Employment Practices provisions of this Lease may be deemed to be a material breach of this Lease. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to Lessee. Upon a finding duly made that Lessee has failed to comply with the Equal Employment Practices provisions of this Lease, the Lease may be forthwith terminated.

35. This Lease is subject to the applicable provisions of the Slavery Disclosure Ordinance ("SDO") (Section 10.41, et. seq., of the Los Angeles Administrative Code). Unless otherwise exempt in accordance with the provision of this Ordinance, Lessee certifies that it has complied with the applicable provisions of the Ordinance. Under the provisions of Section 10.41.2(b) of the Los Angeles Administrative Code, Lessor has the authority, under appropriate circumstances, to terminate this Lease and otherwise pursue legal remedies that may be available to Lessor if Lessor determines that the Lessee failed to fully and accurately complete the SDO affidavit or otherwise violated any Provision of the SDO.

36. The Lessees, sub-lessees, and their principals (if any) are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the Lease is valued at \$100,000 or more and requires approval of a City elected official. Additionally, the Lessee is required to provide and update certain information to the City as specified by law. Any Lessee subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor or sub-lessee expected to pay at least \$100,000 in rent under this Lease:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions.

37. As provided in Charter Section 470(c)(12) and related ordinances, you are a sub-lessee on LADWP File W-80858. Pursuant to City Charter Section 470(c)(12), sub-lessee and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the LADWP Lease is signed. Sub-lessee is required to provide to Lessee names and addresses of the sub-lessee's principals and contact information and shall update that information if it changes during the 12 month time period. Sub-lessee's information included must be provided to Lessor within five business days. Failure to comply may result in termination of the Lease or any other available legal

remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org> or by calling (213) 978-1960.

38. Lessee, sub-lessees, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Lease and pursue any and all legal remedies that may be available.

39. This Section is applicable where Lessee engaged in business within the City of Los Angeles and Lessee is required to obtain a Tax Registration Certificate ("TRC") pursuant to one or more of the following articles (collectively "Tax Ordinances") of Chapter II of the Los Angeles Municipal Code: Article 1 (Business Tax Ordinance) [section 21.00, et seq.], Article 1.3 (Commercial Tenant's Occupancy Tax) [section 21.3.1, et seq.], Article 1.7 (Transient Occupancy Tax) [Section 21.7.1, et seq.], Article 1.11 (Payroll Expense Tax) [section 21.11.1, et seq.], or Article 1.15 (Parking Occupancy Tax) [Section 21.15.1, et seq.]. Prior to the execution of this Lease or the effective date of any extension of the term or renewal of this Lease, Lessee shall provide to the Lessor proof satisfactory to the LADWP's Real Estate that Lessee has the required TRCs and that Lessee is not then currently delinquent in any tax payment required under the Tax Ordinances. Lessor may terminate this Lease if Lessor determines that Lessee failed to have the required TRCs or was delinquent in any tax payments required under the Tax Ordinances at the time of entering into, extending the term of, or renewing this Lease. Lessor may also terminate this Lease at any time during the term of this Lease if Lessee fails to maintain required TRCs or becomes delinquent in tax payments required under the Tax Ordinances and Licensee fails to cure such deficiencies within the 30 day period.

40. Lessee will be responsible for all brush clearing activities on the leased area. Lessee will at all times remain in compliance with brush clearing requirements of the Los Angeles Municipal Code, or as directed by the Los Angeles Fire Department.

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41. This Lease shall replace and supersede the prior lease entered into by and between Lessor and Lessee, dated February 16, 2010 (LADWP Lease No. W-80858) and such prior lease shall be of no further force or effect upon the full execution of this Lease.

Dated _____

DEPARTMENT OF WATER AND POWER OF
THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS OF
THE CITY OF LOS ANGELES

APPROVED:

RICHARD F. HARASICK
Senior Assistant General Manager -
Water System

By: _____

DAVID H. WRIGHT
General Manager

And: _____

Secretary

LESSOR

CITY OF LOS ANGELES, a municipal, corporation,
acting by and through its BOARD OF RECREATION
AND PARK COMMISSIONERS

By: _____
President

By: _____
Secretary

DATE: _____

LESSEE

APPROVED AS TO FORM AND LEGALITY/
MICHAEL N. FEUER, CITY ATTORNEY

NOV 10 2016

BY _____
TIMOTHY J. CONNELL
DEPUTY CITY ATTORNEY

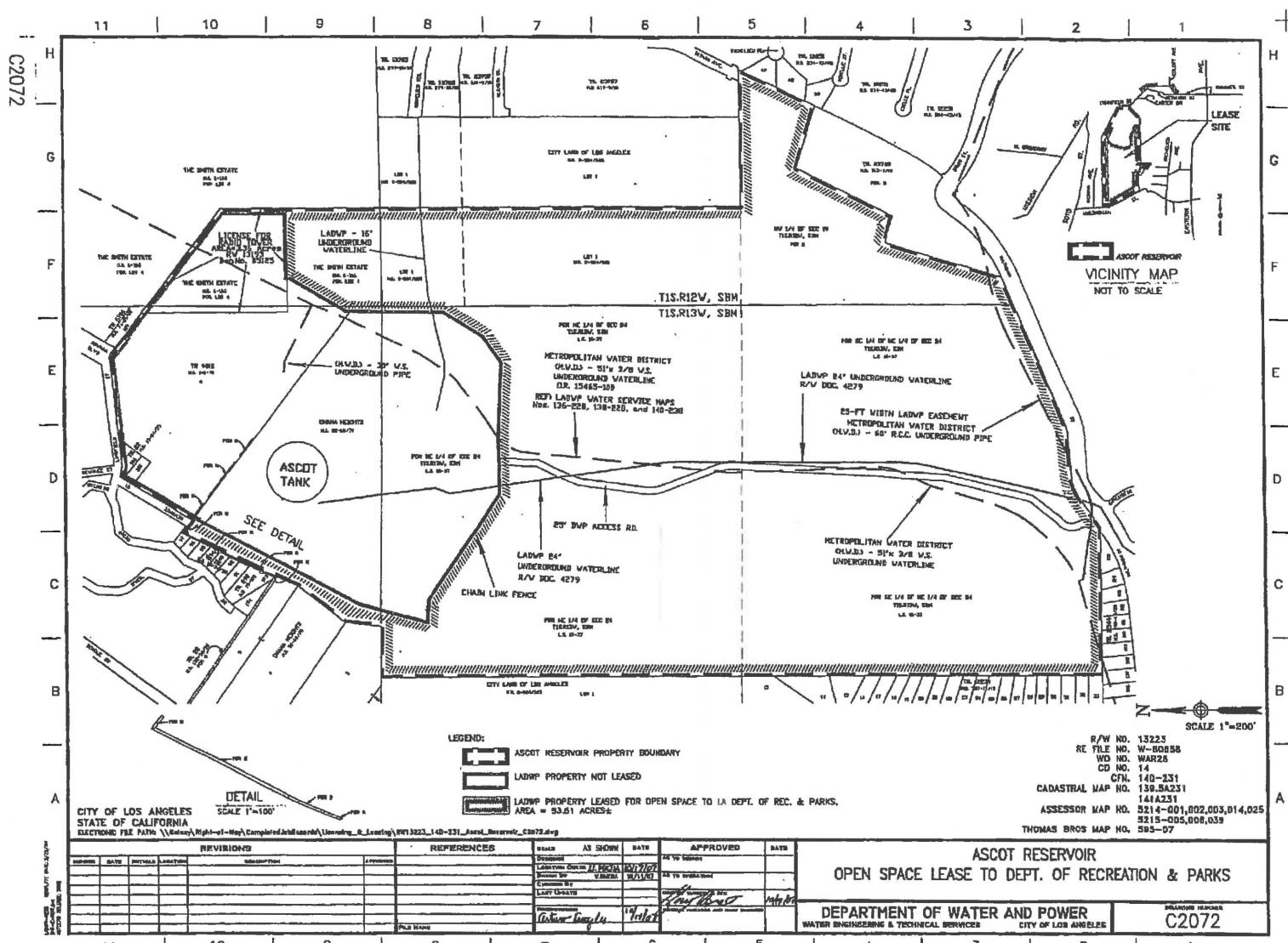


EXHIBIT A

Department of Water and Power



the City of Los Angeles

ANTONIO R. VILLARAIGOSA
Mayor

Commission
LEE KANON ALPERT, *President*
EDITH RAMIREZ, *Vice President*
FORESCHEE HOGAN-ROWLES
JONATHAN PARFREY
THOMAS S. SAYLES
BARBARA E. MOSCHOS, *Secretary*

S. DAVID FREEMAN
Interim General Manager
RAMAN RAJ
Chief Operating Officer

April 13, 2010

Mr. Cid Macaraeg
Director of Real Estate
Department Recreation and Parks
221 N. Figueroa Street Suite 1550
Los Angeles, CA 90012

ATTN: Mr. Jon Kirk Mukri

Dear Mr. Macaraeg:

Subject: DWP File W-80858
Ascot Reservoir

Lease Agreement
Enclosed for your records is a fully executed Lease Agreement giving you permission to use a portion of the above-captioned Los Angeles Department of Water and Power property for open space purposes. The first year's consideration is \$1.00 and for the full twenty year term \$20.00 and has been paid.

Please acknowledge receipt of the Lease Agreement by signing and returning the enclosed copy of this letter.

Should you need further information, please call me at (213) 367-0577.

Sincerely,

A handwritten signature in black ink that reads "Chere D. Lott".

CHERE D. LOTT
Real Estate Officer

CDL:dc
Enclosures

Water and Power Conservation ...a way of life

111 North Hope Street, Los Angeles, California 90012-2607 Mailing address: Box 51111, Los Angeles 90051-5700
Telephone: (213) 367-4211 Cable address: DEWAPOLA

Recyclable and made from recycled waste.

DO NOT RECORD

LEASE

THE DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES, Lessor (sometimes hereinafter referred to as the "Department"), for and in consideration of the keeping and performance by Lessee of the terms and conditions hereof, gives permission to the Department of Recreation and Parks, whose address is 1200 West 7th Street, Suite 200 Los Angeles, California 90017, (sometimes hereinafter referred to as the "Lessee"), to use certain real property which is owned by the City of Los Angeles and under the control and jurisdiction of said Department for the purpose of maintaining a natural area which will be open to the community as "Open Space", in the property known as Ascot Reservoir as shown Drawing No. C2072 marked Exhibit A, attached hereto and made a part hereof. The gross leased area is 93.51 acres. The Department finds that: (1) the property to be leased is not presently needed for Departmental purposes; and (2) the grant of the Lease will not interfere with Departmental purposes.

THE FOREGOING PERMISSION is given upon and subject to the following terms and conditions:

1. The right and permission of Lessee is subordinate to the prior and paramount right of Lessor to use said real property for the public purposes to which it now is and may, at the option of Lessor, be devoted. The Department maintains water distribution facilities as shown in Exhibit A and requires continuous access to these facilities for purposes of operation, maintenance and construction. Lessee shall maintain dirt or gravel access roads to allow the Department to access its facilities. Lessee agrees to allow the Department to install and maintain Department locks on all gates necessary to access its facilities.

2. Lessee's rights to use under this Lease shall be exclusive, except for the operations of the Lessor and its licensees specified herein and any recorded rights, easements and reservations.

3. Lessee hereby acknowledges title in the City of Los Angeles, a municipal corporation, and said Department in said real property, and agrees never to assail or resist the same, and further agrees that Lessee's use and occupancy of said leased area shall be referable solely to the permission herein given.

4. This lease shall commence upon approval by the entities respective Board of Commissioners and continue for a period of twenty (20) years thereafter.

5. If Lessee remains in possession of all or any part of the Premises after the expiration of the Term hereof, with or without the express or implied consent of Lessor, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case, rent and other monetary sums due hereunder shall be payable in the amount and at the time specified in this Lease and such month to month tenancy shall be subject to every other provision, covenant and agreement contained herein. Acceptance by Lessor of rent after such expiration or earlier termination shall not constitute a holdover hereunder or result in a renewal. The foregoing provisions of this Section 4 are in addition to and do not affect right of re-entry or any rights of Lessor hereunder or as otherwise provided by law, and in no way shall affect any right which Lessor may otherwise have to recover damages from Lessee for loss or liability incurred by Lessor resulting from such failure by Lessee to surrender the Premises. Nothing contained in this Section 4 shall be construed as consent by Lessor to any holding over by Lessee, and Lessor expressly reserves the right to require Lessee to surrender possession of the Premises to Lessor as provided in this Lease upon the expiration or other termination of this Lease.

6. Lessee agrees to pay to Lessor the sum of one dollar (\$1.00) per year for the twenty (20) year period of the lease agreement which sum is payable in a lump sum of \$20 within 60 days of execution of this Lease.

Payment shall reference DWP File W-80858, and sent to the following address:

Department of Water and Power
Attention General Accounting, I.C. Section
P. O. Box 51212 - Room 434
Los Angeles, California 90051-0100

7. Lessor assumes no responsibility to provide security for the leased area. Lessee has no responsibility to provide security for the facilities of the Lessor or its licensees.

8. Upon any termination of this lease, Lessee shall restore the leased area to the condition at the commencement of this lease, including the removal of all of the Lessee's equipment, vehicles, trailers, containers, signs, litter, and debris. Lessee shall advise the Department of its intention to make any improvement and secure the agreement of the Department as to the ownership of such improvements and the Lessee's responsibility for removal at the termination of the lease.

9. Upon expiration or termination of this lease, the Department will expeditiously conduct an inspection of the right of way to determine if restoration has been completed by Lessee. Lessee shall call the Department's Real Estate Business Group, (213) 367-0564, to make arrangements for a field inspection of the leased area upon termination of the lease. If the Department determines that restoration has not been completed upon expiration or termination of this lease, the Department may restore said leased area entirely at the risk and expense of the Lessee.

10. Lessee shall have the right to construct improvements related to their proposed use of the leased area so long as such improvements are not constructed within areas in use by the Department or burdened by easement in favor of the Metropolitan Water District. Such areas are noted on the Exhibit A and identified by references to documents noted thereon. Lessee's express right to make improvements including landscaping or irrigation facilities shall be subject to Department approval of plans submitted to the Water Quality and Operations Division or any other appropriate Division within the Department responsible for this property at such time approval is sought.

11. Regardless of the manner or duration of use or occupancy of said leased area by Lessee, and regardless of the permanent character of any works or structures constructed or installed therein or thereon by Lessee, if Department determines that the leased property or any part thereof is necessary for use for Department purposes, this lease may be terminated by the Department at any time by giving 5 years notice of termination. Any notice hereunder to Lessee shall be given by delivering the same to Lessee personally, or by mailing the same addressed to Lessee at the address above given, or to such other address as Lessee may in writing, from time to time, direct, and the giving of notice by mail shall be complete at the time of mailing.

12. Lessee shall notify the Department of any changes in Lessee's mailing address and daytime telephone number within ten (10) days of changes. Any notice to Department shall be given by delivering such notice to the Real Estate Business Group of said Department or by sending such notice by mail addressed to the Real Estate Business Group, Department of Water and Power, P. O. Box 51111, Room 1031, Los Angeles, California 90051-0100.

13. This lease may be immediately revoked by the Department in the event of any failure or refusal on the part of Lessee to keep or perform any of the terms or conditions herein. Notice of revocation shall be given by delivering the same to Lessee personally or by mailing the same to Lessee. Failure by the Department to revoke this lease for noncompliance of the terms or conditions by Lessee shall not constitute a waiver of the terms or conditions.

14. In the event of termination of this lease by revocation or otherwise, the Department agrees to refund any unused rents. Rent shall be prorated from the date said leased area is restored in a clean and orderly condition as determined by the Department.

15. All work done, pursuant to the terms of this agreement, shall be done in accordance with the terms and conditions specified in ordinances and statutes governing such instances; and the provisions of such ordinances and statutes are, by reference, made a part hereof as though incorporated verbatim herein.

16. Each party hereto agrees to waive its rights of recovery against the other for any physical damage it may sustain to the extent that such damage is covered by valid and collectible property insurance. Each party will notify its respective insurers of such agreement. Further, each party agrees to waive in advance its insurer's rights of subrogation to the extent that its insurance policies so permit.

17. Lessor shall have the right at all times to post and keep posted on the property any notices permitted or required by law, or which Lessor shall deem proper for the protection of Lessor and the property, and any other party having an interest therein, from liens, and Lessee shall give to Lessor at least ten (10) business days prior written notice of the expected date of commencement of and work relating to alterations or additions to the property.

18. Lessor shall, with reasonable prior notice to the supervising Lessee employee in charge of the Property, have the right, to be exercised reasonably and only at times that Lessee employees are present in the Property, to enter the Property to inspect them. In the case of an emergency, neither prior notice to Lessee nor the presence of Lessee employees on the Premises shall be required to enter and inspect the Premises or to take such steps as are necessary to abate the emergency, but Lessee shall receive prompt notice after such entry.

19. Lessee shall pay for all materials placed upon, joined, or affixed to said leased area by or at the instance of Lessee, shall pay in full all persons who perform labor upon said leased area at the instance of Lessee, and shall not cause or permit any liens of any kind or nature to be levied against said leased area for any work done or materials furnished thereon at the instance or request of Lessee.

20. Lessee shall pay the appropriate suppliers for all water, gas, electricity, light, heat, telephone, power, and other utilities and communications services used by Lessee on the Premises during the Term, whether or not such services are billed directly to Lessee. Lessee will also procure, or cause to be procured, without cost to Lessor, any and all necessary permits, licenses, or other authorizations required for the lawful and proper installation and maintenance upon the Premises of wires, pipes, conduits, tubes, and other equipment and appliances for use in supplying any such service to and upon the Premises. Lessor, upon request of Lessee, and at the sole expense and liability of Lessee, will join with Lessee in any application required for obtaining or continuing any such services.

21. Lessee shall make all arrangements for and pay for all services furnished to or used by it in the ordinary course of its use of the Premises, including, without limitation, security, trash collection, and extermination.

22. Lessee shall pay for all costs, fees, or charges for the application, installation, maintenance, use, or removal of any utilities or services required in the exercise of the permission herein given.

23. This lease and permission herein given is not assignable, and any attempt to do so shall be void and shall confer no right on any third party.

24. Storage of flammable liquids is not permitted within the property.

25. Lessee shall comply with all valid laws, ordinances, statutes, rules, orders, or regulations of any agencies, departments, districts, or commissions of the State, County, or City having jurisdiction thereover. The provisions of such laws, ordinances, statutes, rules, orders, or regulations are, by reference, made a part hereof as though incorporated herein.

26. The Department further reserves the right to license additional property within the leased area for communications purposes. Lessor shall work cooperatively with Recreation and Parks as to the location of any licensed communications facilities. Lessee shall take reasonable precautions and actions to avoid infringement, interference, or damage to all installations.

27. Lessee shall be responsible for the training of personnel under all applicable laws including, but not limited to, training with regard to the operation of equipment and the handling and disposal of hazardous materials and wastes. Lessee shall be responsible if any hazardous material is discharged by Lessee, or Lessee's officers, agents, contractors or employees onto the Premises.

28. Lessee will hold harmless, defend and indemnify Lessor from any and all claims of any type or nature whatsoever that may come against Lessor, arising by reason of or incident to this lease, with the exception of claims alleging or asserting that a third party suffered injury and/or death, or property damage resulting directly from Lessor's maintenance or operation of its water pipelines on the leased property.

Lessor will hold harmless, defend and indemnify Lessee from any and all claims of any type or nature whatsoever, that may come against Lessee, alleging or asserting that a third party suffered injury and/or death, or property damage resulting directly from Lessor's maintenance or operation of its water pipelines on the leased property.

29. Lessee may sub-lease or sub-license portions of lease area to vendors or entities to support or enhance Lessee's operations or recreational activities.

In each sub-lease that the Department of Recreation and Parks enters into, it shall ensure the inclusion of an Indemnity Clause in favor of the Department of Water and Power, at least as broad as the one stated above. Such Indemnity Clause shall be in favor of the Department of Water and Power of the City of Los Angeles, and the Board of Water and Power Commissioners of the City of Los Angeles.

The Department of Water and Power Real Estate Section shall receive a signed copy of each such sub-lease that is entered into between the Department of Recreation and Parks and its sub-lessees.

The above indemnification obligations shall not apply in the event that the claim giving rise to liability is caused solely by the Department of Water and Power's or Metropolitan Water District's active negligence or willful misconduct.

30. Upon termination of the agreement for whatever reason, the Lessee shall be responsible, to the extent caused by or introduced onto the property as a result of the use of the property by Lessee, for all cleanup costs and expenses including, but not limited to, any fines, penalties, judgments, litigation costs, and attorneys' fees incurred as a result of any and all discharge, leakage, spillage, emission of material which is, or becomes, defined as any pollutant, contaminant, hazardous waste or hazardous substance, under all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, or imposing liability or standards of conduct concerning any hazardous substance on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 [42 USCS §§9601 et. seq.]; the Resource Conservation and Recovery Act of 1976 [42 USCS §§6901 et. seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act [33 USCS §§1251 et. seq.]; the Toxic Substances Control Act [15 USCS §§2601 et. seq.]; the Hazardous Materials Transportation Act [49 USCS §§1801 et. seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USCS §§136 et. seq.]; the Superfund Amendments and Reauthorization Act [42 USCS §§6901 et. seq.]; the Clean Air Act [42 USCS §§7401 et. seq.]; the Safe Drinking Water Act [42 USCS §§300f et. seq.]; the Solid Waste Disposal Act [42 USCS §§6901 et. seq.]; the Surface Mining Control and Reclamation Act [30 USCS §§1201 et. seq.]; the Emergency Planning and Community Right to Know Act [42 USCS §§11 001 et. seq.]; the Occupational Safety and Health Act [29 USCS §§655 and 657]; the California Underground Storage of Hazardous Substances Act [H&SC §§25280 et. seq.]; the California Hazardous Substances Account Act [H&SC §§25300 et. seq.]; the California Hazardous Waste Control Act [H&SC §§25100 et. seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H&SC §§24249.5 et. seq.]; the Porter-Cologne Water Quality Act [Wat. C. §§13000 et. seq.] together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to hazardous substances on, under, or about the Property, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of the Department and any governmental body having jurisdiction there over. Lessee shall not have any responsibility for removal or cleanup costs of hazardous materials situated on the premises prior to the date of the lease or as a result of activities of Lessor, Metropolitan Water District or their licensees.

31. Lessee will be responsible for all brush clearing activities on the leased area. Lessee will at all times remain in compliance with brush clearing requirements of the Los Angeles Municipal Code, or as directed by the Los Angeles Fire Department.

APPROVED:

MARTIN L. ADAMS
Director of Water Quality
And Operations

DEPARTMENT OF WATER AND POWER OF
THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS OF
THE CITY OF LOS ANGELES

By S. DAVID FREEMAN, Interim General Manager
Date 3-7-10

And Barbara E. Mosher
Secretary

LESSOR

AUTHORIZED BY REC 010 231
FEB 16 2010

THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

By JON KIRK MUKRI
General Manager

LESSEE

APPROVED AS TO FORM AND LEGALITY
ROCKARD J. DELGADILLO, CITY ATTORNEY

JAN 14 2009

BY
MARY K. DENNIS
Deputy City Attorney

Approved as to Form and Legality

October 21, 2008
ROCKARD J. DELGADILLO, City Attorney
By

bc: Theresa Tsai
Steve Cole

June 23, 2008

Mr. Cid Macaraeg, Director of Real Estate
Planning and Development
Los Angeles Department of Recreation and Parks
1200 West 7th Street Suite 700
Los Angeles, California 90017

Subject: DWP File W-80858, Lease to City of Los Angeles
Department of Recreation and Parks
Portion of Ascot Reservoir for Natural Areas and Open Space

Enclosed are an original and two copies of a Lease which, when fully executed, will give you permission to use a portion of the above-referenced Department of Water and Power property for maintaining a natural area which will be open to the community as "open space".

This version of the Lease includes an Indemnity clause agreed to each Department's Risk Managers and by Andrew Nocas and Mary Dennis, each representing the Departments as Deputy City Attorneys.

Please have your General Manager execute all three documents. Please provide a Board of Recreation and Parks resolution authorizing this action. Return them to this office, together with your lease payment of \$20.00.

A fully executed Lease will be returned to you for your records after further processing.

If you have any questions, please contact me at (213) 367-0577.

Sincerely,

ORIGINAL COPY SIGNED BY CHERE D LOTT

Chere D. Lott
Real Estate Officer

CDL:dc
Enclosures
cc: Andrew Nocas, Deputy City Attorney

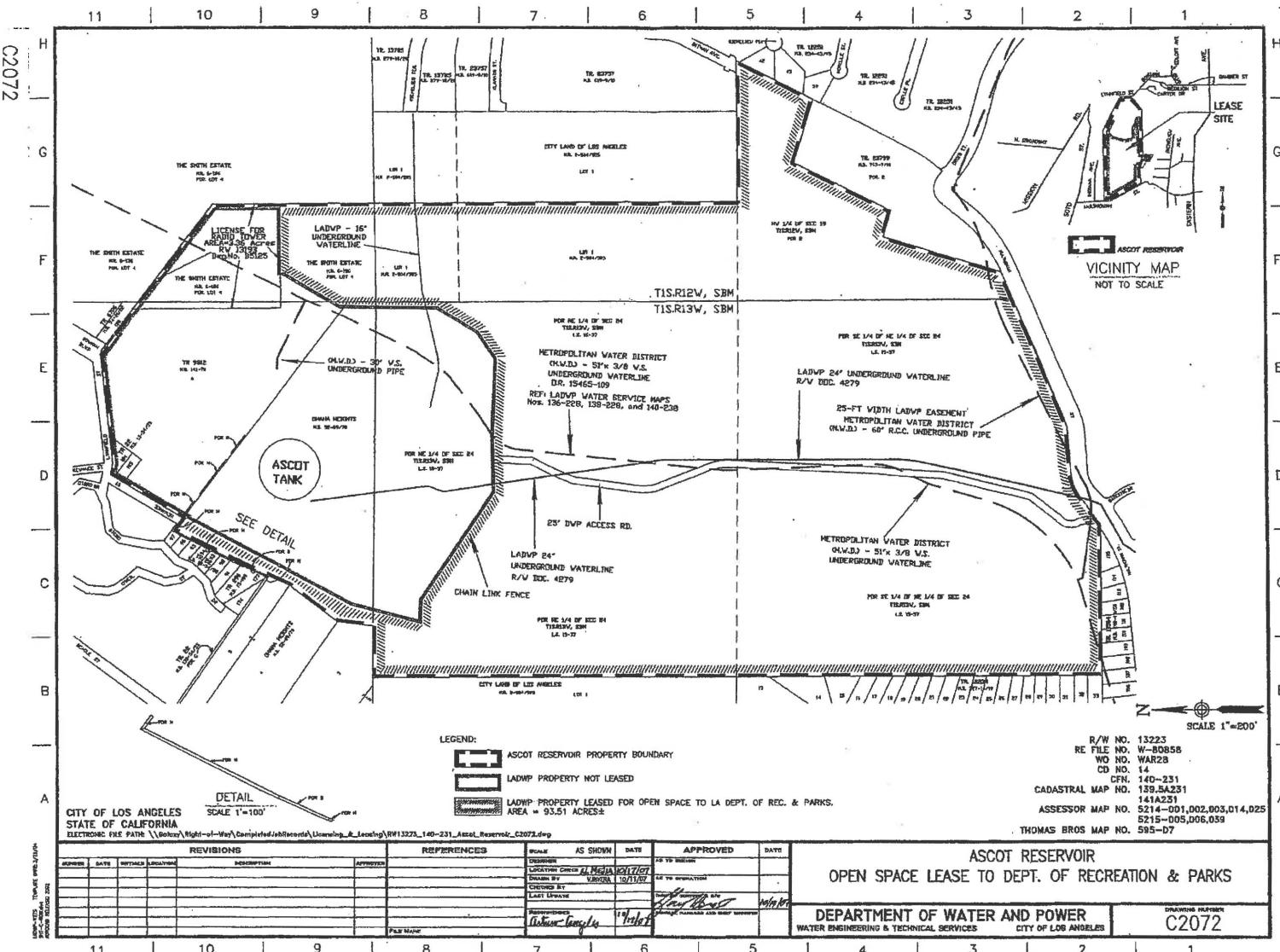


EXHIBIT A

REPORT OF GENERAL MANAGER

DATE June 18, 2015

APPROVED
JUN 18 2015

NO. 15-140

C.D. 14

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ASCOT HILLS PARK – APPROVAL OF CONCEPTUAL PARK DESIGN FOR THE HABITAT RESTORATION AND GREENING PROJECT; MEMORANDUM OF AGREEMENT WITH NORTH EAST TREES; AND EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

R. Adams _____ V. Israel
for *R. Barajas CBD K. Regan
H. Fujita N. Williams

V. Israel _____
K. Regan _____
N. Williams _____

General Manager

Approved

Disapproved

Withdrawn

RECOMMENDATIONS:

That the Board:

1. Approve the conceptual design for the Ascot Hills Park Habitat Restoration and Greening Project, as described in the Summary of this Report and shown on Exhibit A;
 2. Approve the proposed Memorandum of Agreement with North East Trees, substantially in the form on file in the Board Office, specifying the terms and conditions of each party for the design, construction and maintenance of the proposed Project subject to the approval of the Mayor, City Council, and City Attorney as to form;
 3. Direct the Board Secretary to transmit the proposed Agreement to the Mayor, in accordance with Executive Directive No. 3, and concurrently to the City Attorney for review as to form;
 4. Authorize the Board President and Secretary to execute the Agreement upon receipt of the necessary approvals; and
 5. Direct Department staff to work with staff from the Department of Water and Power to seek an amendment to extend the Lease Agreement issued to RAP for the operation and maintenance of Ascot Hills Park to satisfy the twenty (20) year site control requirements

REPORT OF GENERAL MANAGER

PG. 2

NO. 15-140

of the Urban Greening for Sustainable Communities Grant Program grant awarded to North East Trees; and,

SUMMARY:

Ascot Hills Park is a 92.44 acre park located at 4371 Multnomah Street in Northeast Los Angeles (Exhibit A). It is an unstaffed park that contains a parking lot, restroom facilities, outdoor classrooms, and nature trails. The park has been developed on land owned by the City of Los Angeles, Department of Water and Power (LADWP). The Department of Recreation and Parks (Department) currently operates and maintains the property through a twenty (20) year lease agreement with DWP which was executed in 2010.

In 2013, North East Trees, a non-profit community-based organization, submitted the Ascot Hills Park Habitat Restoration and Greening Project grant application for funding under the State of California Strategic Growth Council's Urban Greening for Sustainable Communities Grant Program.

North East Trees was founded in 1989 to restore nature's services in resource challenged communities, through a collaborative resource development, implementation, and stewardship process. Their projects throughout the years have included design, construction, planting, and maintenance of parks, greenbelts, watershed revitalization projects, and storm water cleanup and infiltration projects. They specialize in working with local, underserved communities to identify degraded areas and derelict parcels of land and work collaboratively to successfully transform them into safe, inviting and healthful areas.

The proposed project's concept is to enhance about forty (40.0) acres of Ascot Hills Park through the restoration of about fourteen (14.00) acres of native habitat; the creation of two (2) natural storm water infiltration areas by constructing swales, berms, and infiltration basins along the natural topography of the park; the planting of about nine hundred fifty (950) trees and 5,000 shrubs; and, the installation of interpretative signage. The project is designed to help restore the native flora of Ascot Hills Park, attract native fauna back to the park, capture storm water runoff and allow for natural infiltration, and improve air quality through the planting of native plants and trees throughout the park (Exhibit B).

Recently, North East Trees was notified that their grant application was approved and they would have to provide certain documentation in order to begin drawing upon the grant award to begin the design process. The grant amount awarded to North East Trees totaled \$989,000.00. The total project cost for the proposed project is \$1,651,486.00. In addition to the State Grant, North East Trees has also been awarded a \$100,000.00 Los County Tree Planting Grant and a \$150,000.00 CALFIRE Demonstration Raingarden Grant. They are also contributing \$161,120.00 worth of In-kind services and materials. The Department, as a supporter of this

REPORT OF GENERAL MANAGER

PG. 3 NO. 15-140

endeavor, is contributing \$251,366.00 worth of In-kind services spread out through the initial design phase and maintenance services during the service payback period of twenty (20) years.

In order for North East Trees to begin the design process and avail of the funding awarded through the grant, the Board needs to make a CEQA determination on the proposed project. The Board will also need to approve the proposed Memorandum of Agreement (MOA) with North East Trees that specifies and indicates the terms and obligations of each party for the design, construction and maintenance of the proposed Project. As indicated in their grant application, North East Trees complete all the design and construction of the proposed project. The Department will provide assistance and cooperate in the design process and will maintain the improvements during the service payback period.

As mentioned above, the grant awarded to North East Trees requires a service payback period of twenty (20) years. The lease agreement with DWP is in the fifth (5) year of a twenty (20) year term and therefore will need to be amended to add the additional time required by the grant. Should the Board approve this report, Department staff will work with DWP staff on obtaining this amendment.

Staff has determined the proposed project will consist of minor alterations to land in the creation of two (2) vista points within the existing park, and new landscaping to enhance the existing upland habitat. The project will also involve the issuance of a MOA for project design and construction. Therefore, the project will not have significant effect on the environment with the use of standard environmental mitigation measures to protect unanticipated archaeological resources and existing biological resources, and is, therefore, categorically exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to the Article III, Section 1, Class 4(2, 3, 7) of the City CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk upon approval of the project.

FISCAL IMPACT STATEMENT:

The maintenance of the proposed park improvements can be performed by current staff with no overall impact to existing maintenance service at this facility.

This Report prepared by Cid Macaraeg, Sr MA II, Planning, Construction and Maintenance Branch.

