

APPROVED

MAY 02 2018

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 18-078

DATE May 02, 2018

C.D. 14

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: EL SERENO COMMUNITY GARDEN – RENEWAL OF A LEASE AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS); PRELIMINARY AUTHORIZATION TO PROCEED WITH THE ACQUISITION OF PROPERTY FOR PARK DEVELOPMENT; CATEGORICAL EXEMPTION FROM CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14) [RENEWAL OF A LEASE TO USE AN EXISTING STRUCTURE OR FACILITY INVOLVING NEGLIGIBLE OR NO EXPANSION OF USE]

<i>for</i>	AP Diaz _____	V. Israel _____
	*R. Barajas <u><i>LSP</i></u>	S. Pifia-Cortez _____
	H. Fujita _____	N. Williams _____

[Signature]

 General Manager

Approved X Disapproved _____ Withdrawn _____
 With corrections

RECOMMENDATIONS

1. Approve a proposed (3) three year Renewal of a Lease Agreement (Agreement), substantially in the form on file in the Board of Recreation and Park Commissioners' (Board) Office, between the State of California Department of Transportation (Caltrans) and the City of Los Angeles (City) for the leasing of the Caltrans property, located at the corner of Huntington Drive and Lowell Avenue, in the El Sereno community area, to be developed and maintained as a community garden,
2. Direct the Board Secretary to forward the proposed Agreement to the City Attorney for review and approval as to form;
3. Authorize the Board President and Secretary to execute the proposed Agreement upon receipt of the aforementioned approvals;
4. Authorize Department of Recreation and Parks' (RAP) staff to issue a temporary Right-of-Entry (ROE) Permit to the designated/authorized non-profit organization until the agreement with the Los Angeles Community Garden Council for the operation and maintenance of community gardens, as previously authorized by the Board, is executed;

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seven (7)

5. Authorize RAP to initiate the process for the possible acquisition of ~~XXXX~~ property parcels totaling approximately 33,786 square feet or .78 acre, located at corner of Huntington Drive and Lowell Avenue, with an approximate address of 5466-68 East Huntington Drive, El Sereno, California 90032 for development of a park, community garden and/or open space recreation area;
6. Authorize staff to coordinate acquisition activities with the Department of General Services (GSD), and any other necessary Department(s) to obtain the necessary environmental clearances and funding approvals to expedite the purchase of said property;
7. Upon the completion of the preliminary acquisition activities, direct staff to return to the Board with escrow instructions and related documents for the Board's final approval to purchase the property, contingent on the following conditions:
 - A. Funding will be made available for the acquisition of the property through Quimby funds and/or other funding source not yet identified;
 - B. Quimby Funds and/or other funds will have been re-appropriated and reallocated to secure and provide acquisition funding for the project pending Board Approval;
 - C. Appropriate CEQA documentation will have been completed;
 - D. All environmental assessments, Phase I, and Phase II if needed, will have been completed and satisfied prior to close of escrow;
 - E. Class "A" Appraisal will have been prepared and approved by GSD;
 - F. GSD will negotiate a purchase price that is consistent with their professional opinion of market value.
8. Find that the proposed Agreement is categorically exempt from the California Environmental Quality Act (CEQA), and direct staff to file a Notice of Exemption.

SUMMARY

On September 3, 2008, the Board approved Report No. 08-241 which approved a three (3) year Lease Agreement with Caltrans (Lease), and a three (3) year sublease agreement with the Los Angeles Conservation Corps (LACC) for the use of Caltrans' property (Property) as a community garden. Under such lease agreement, Caltrans leased the Property to the City of Los Angeles for a fee of one hundred dollars (\$100.00) a year. The City in turn sub-leased the Property to LACC for the purpose of developing and maintaining a community garden. Both agreements expired on April 29, 2011. The Property is located at the corner of Huntington Drive and Lowell Avenue and is approximately .78 acre or 33,786 square feet in size and consists of ~~XXXX~~ lots.

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On April 6, 2011, the Board approved Board Report No. 11-095 which approved a five (5) year lease renewal agreement which extended the term of the Lease for the Property until April 30, 2016. The community garden continued to be operated by a non-profit organization and the community. RAP does not maintain or operate the garden, but does oversee its operation and maintenance as the lessee of the Property. Since the term of the Lease through the lease renewal agreement expired on April 30, 2016, the City is currently a hold-over tenant on the Property on a month to month basis.

On August 9, 2017, the Board approved Report No. 17-158 which approved a ten (10) year agreement with Los Angeles Community Garden Council (LACGC), for the operation and maintenance of various community gardens, including the community garden on the Property. Under this LACGC agreement, the community garden at the Property will continue to be operated and maintained by LACGC and the community. RAP does not maintain or operate the garden, but does oversee its operation and maintenance as lessee of the Property. The LACGC agreement has yet to be executed.

Caltrans has indicated its willingness to renew the Lease for another three (3) years via a second lease renewal agreement with the City of Los Angeles for the same site and purpose, with such second extended term ending on April 30, 2019. During this second extended term, the community garden at the Property will be operated and maintained by LACGC pursuant to the LACGC agreement. RAP's community garden policy which was developed by staff and management, allows a non-profit to continue to develop, maintain, and operate the community garden.

The community garden at the Property, which is open to the public, will continue to enhance the quality of life, beautify the surrounding community, and instill a strong sense of pride by involving the community and its youth through its continued garden cultivation. The Office of Council District Fourteen (CD14), Caltrans, and RAP continue to support this project and wish to continue this successful partnership that is providing much needed green space in a low income neighborhood. It is the intent of RAP and CD14 that the community garden site in El Sereno area will continue to be developed and maintained as a community garden by a non-profit at no expense or liability to RAP or the City of Los Angeles. The leasing of this site offers RAP another option of increasing park space without additional cost or limited expense to the RAP.

LACGC will operate, manage and maintain the community garden under the conditions set forth in LACGC agreement, which was previously approved by the Board. LACGC will also offer technical and general education about gardening, horticulture and related subject matters to be provided at the Property, along with tours and public programming. LACGC will assume liability and responsibility for maintaining and operating the community garden at its own expense. This partnership has proven to be a great example of inter-agency cooperation, as well as the potential for similar successful partnerships between government agencies and non-profits. The LACGC currently operates and maintains the community garden at the Property under a right of entry permit pending final execution of the Board approved LACGC agreement.

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Future Acquisition:

As stated, the El Sereno Community Garden has and continues to be a great success which has prompted RAP with full support of CD 14 and community support to consider the Caltrans Property for acquisition. The acquisition of said Property would secure and fit with the long term goals of RAP, CD 14, and the community which are all eager to continue the use of the Property as a community garden. Upon completion of all indicated conditions for acquisition recommended by RAP staff, staff will return to Board for final authorization to acquire the Property as conditioned in the recommendations of this Report.

ENVIRONMENTAL IMPACT STATEMENT

The proposed Agreement is a renewal of an existing lease to use an existing facility without involving an expansion of use. Therefore, RAP staff recommends that the Board determine that it is categorically exempt from the provision of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) of the City CEQA guidelines.

Regarding the possible future acquisition of the Property, completion of appropriate CEQA documentation and all Phase I and/or Phase II environmental assessments, if needed, for the Board's consideration will occur prior to a final acquisition decision and will be presented to the Board for consideration and determination when final approval of the acquisition is presented for Board approval at a later date.

As stated above, this project has very strong support from CD14, the community of El Sereno, as well as support from Caltrans, and RAP. In addition, the Assistant General Manager for Operations East and the Superintendent for Metro Region have been consulted and concur with staff's recommendations.

FISCAL IMPACT STATEMENT

There will not be any additional fiscal impacts to RAP's General Fund as a result of these recommendations. All costs and any liabilities associated with the lease renewal in connection with the operation and maintenance of the community garden will be incurred by LACGC, or another approved non-profit organization.

This Report was prepared by John Barraza, Management Analyst II of Real Estate and Asset Management Unit.

LEASE RENEWAL

(Form #)

CONFIDENTIAL

This document contains personal information and pursuant to Civil Code 1798.21, it shall be kept confidential in order to protect against unauthorized disclosure.

EXHIBIT

11-EX-G (NEW 7/2005)

LEASE RENEWAL

Account No. 07-030505-0001-01

THIS LEASE RENEWAL made this _____ day of _____, 2018, at Los Angeles, California, by and between the State of California, Department of Transportation, Lessor, and City of Los Angeles, hereinafter known as Lessee.

WITNESSETH

WHEREAS, Lessor and Lessee did on the 1st day of May, 2016, enter into that certain lease agreement identified as Account 07-030505-0001-01, covering land in the County of Los Angeles, State of California, commonly known 5466-68 Huntington Dr. Los Angeles CA 90032, as more particularly described in said lease, the term of which lease expires on the 30th day of April, 2016, and

WHEREAS, it is mutually desired and agreed to extend the lease for a further period of time,

NOW, THEREFORE, it is hereby mutually agreed to extend the term of said Lease for a period of 3 years commencing on the 1st day of May, 2016, and ending on the 30th day of April, 2019, under the same terms, covenants and conditions contained in said Lease, except as modified by this instrument which said terms, covenants, and conditions are by this reference incorporated herein.

Modifications

- I. Paragraph 10, on Page 2, is hereby modified to allow the Lessee to sublease the subject property to a non-profit organization of their choice to operate as an open space or a community garden. Lessee to notify Lessor in writing the name of non-profit entity, and use of property.
- II. Paragraph 13, on Page 2, is hereby modified that the telephone number to contact lessor is changed to (213) 897 1989.

All other terms and conditions remain unchanged.

ADA Notice

For individuals with disabilities, this document is available in alternate formats. For information call (916) 654-5413 Voice, CRS: 1-800-735-2929, or write Right of Way, 1120 N Street, MS-37, Sacramento, CA 95814.

LEASE RENEWAL

(Form #)

CONFIDENTIAL

This document contains personal information and pursuant to Civil Code 1798.21, it shall be kept confidential in order to protect against unauthorized disclosure.

EXHIBIT

11-EX-G (NEW 7/2005)

IN WITNESS WHEREOF, the parties hereto have executed this Lease Renewal the day and year first above written.

Lessor:

State of California Department of Transportation

Lessee:

City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Parks Commissioners

Recommended for Approval:

By:

Title:

Date

By:

Kristofer Ozaki, Right of Way Agent

By:

Title:

Date

Approved:

Approved as to form, Mike Feuer, City Attorney

By:

By:

Mylaunna Lee
Acting Senior Right of Way Agent

Title:

Date

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LEASE AGREEMENT
RW 11.2 (REV 12/2001)

File Reference 07-030505-0001-01

THIS LEASE is made and entered into this 11th day of April, 2008, at Los Angeles, California, by and between the State of California Department of Transportation, hereinafter known as Lessor, and City of Los Angeles, hereinafter known as Lessee.

WITNESSETH

1) DESCRIPTION: The Lessor, in consideration of the payment of the rent hereinafter specified to be paid by the Lessee, and the covenants and agreements herein contained, does hereby lease, demise, and let unto Lessee that certain property in the County of Los Angeles, State of California, commonly described as:

That vacant lot in the block of Huntington Drive, containing approximately 33,786 square feet, located, South of Huntington Drive South and East of Laurel Avenue in the City of Los Angeles as outlined on the attached map attached and made a part hereof.

2) TERMS: This lease shall be for a term of three (3) years, commencing on the 1st day of May, 2008, and ending on the 30th day of April, 2011, with the right of cancellation and termination as both Lessor and Lessee as hereinafter set forth.

3) RENT: The rent shall be paid by the Lessee annually in advance, on the 1st day of May during said term, in the full amount of the fixed sum, as follows:

\$ 100.00 per year

Rent payable or refundable hereunder for any period of time less than one year shall be determined by prorating the annual rental herein specified based on a 12 months year.

4) RECEIPT OF RENT PAID: Receipt is hereby acknowledged by the Lessor of the sum of \$ 100.00 from the Lessee, in payment for the first year's rental under this lease.

5) SECURITY DEPOSIT: Lessee shall deposit with Lessor \$ 0.00 as a guarantee for faithful performance of the conditions of this Lease. Lessor may use such amounts as are reasonably necessary to remedy Lessee's default in the payment of rent to repair damages caused by Lessee or by a guest or a licensee of the Lessee, to clean the premises, if necessary, upon termination of tenancy, and to replace or return personal property or appliances exclusive of ordinary wear and tear. If used toward rent or damages during the term of tenancy, Lessee agrees to reimburse said total security deposit upon five (5) days written notice delivered to Lessee in person or by mail. Lessor shall furnish the Lessee with an itemized written statement of the basis for, and the amount of, any security received and the disposition of the security and shall return any remaining portion of the security to Lessee in accordance with California Civil Code Section 1950.05.

6) RENTAL PAYMENTS: All rental payments shall be made payable to the Department of Transportation. Lessee shall make payment to Lessor's mailing address or street location as indicated below:

Department of Transportation
ATTN: Cashier
P.O. Box 168019
Sacramento, CA 95816-3819

Department of Transportation
ATTN: Cashier
1620 Alhambra Boulevard, 2nd Floor
Sacramento, CA 95816

Lessee shall include the complete Treasury Number, 07-030505-0001-01 on the check or other form of payment.

7) LATE PAYMENT CHARGE: Lessee hereby acknowledges that late payment by Lessee to Lessor of rent and other sums due hereunder will cause Lessor to incur costs not contemplated by this lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of rent or any other sum due from Lessee shall not be received by Lessor within ten (10) days after such amount shall be due, Lessee shall pay to Lessor a late charge of \$ 0.00. In no event shall the late charge exceed the maximum allowable by law. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of Lessee's late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder.

LEASE AGREEMENT
RW 11-2 (REV 12/2001)

- 8) **DISHONORED CHECK CHARGE:** Lessee hereby agrees:
- That Lessee shall pay to Lessor a fee of \$20.00 for any dishonored check.
 - That if Lessee has two dishonored checks within any twelve month period, Lessor shall accept no more personal checks for payments due under this agreement.
- 9) **UTILITIES:** Lessee shall pay when due all water, electric, gas, and other lighting, heating, and power, rents and charges accruing or payable in connection with said property during the term of this lease.
- 10) **USE:**
- Lessee plans to enter into a sublease with the Los Angeles Conservation Corps (LACC).
 - Lessee/LACC will operate and maintain the premises as a community garden.
 - Lessee/LACC shall not commit, suffer, or permit any waste on said property.
 - Lessee/LACC shall comply with all State laws and local ordinances concerning said property and the use thereof.
- As to the leased property, Lessee hereby declines and waives any rights under the Public Park Preservation Act (Public Resources Code, section 5400, et seq) and under Title 23 Code of Federal regulations, part 771.135(d), et seq.

- 11) **RIGHT OF ENTRY:** Lessee shall permit Lessor or its agents to enter upon the property at any reasonable time to inspect same and for the purpose of showing the property to prospective purchasers or tenants.
- 12) **TERMINATION:** This lease shall be subject to cancellation and termination by either party at any time during the term hereof by giving the other party notice in writing at least 180 days next prior to the date when such termination shall become effective. It is understood and agreed that upon termination of this lease for any reason, Lessor shall not be obligated to provide, and Lessee waived all claims for, replacement lands or facilities or compensation in any manner for the part taken or the remainder of the leased premises.
- 13) **NOTICES:** All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when served personally, or when made in writing and mailed addressed as follows: To Lessee at City of Los Angeles, Department of Recreation and Parks, Real Estate and Asset Management Section, 1200 West Seventh Street, 7th Floor, Los Angeles, CA 90017, telephone number (213) 928-9103, telefacsimile number (213) 928-9180 with a copy to: Los Angeles City Attorney's Office, Real Property / Environmental Division, 200 No. Main Street, # 700, Los Angeles, CA 90012, telephone number (213) 978-8150, telefacsimile number (213) 978-8090, and to Lessor c/o Department of Transportation, at 100 South Main Street, Los Angeles, CA 90012, Attn: R/W Property Management, telephone number (213) 897-1884, telefacsimile number (213) 897-5603. The address to which the notices shall be mailed to either party shall be changed by written notice by either party to the other, but nothing herein shall preclude the giving of notice by personal service. Lessor shall also be able to serve notices by posting and subsequent mailing to Lessee.
- 14) **CONDITION AND REPAIRS:** Lessee shall not call on Lessor to make any improvements or repairs on the property, but Lessee hereby specifically covenants and agrees to keep the property including furnishings and equipment, if applicable, in good order and condition at Lessee's cost and expense. Lessee further agrees to provide an adequate number of garbage and trash receptacles in clean condition and good repair. Lessor agrees to maintain the exterior walls, roof, main sewer and water service lines to building, and any other major repairs as deemed necessary and in the best interest of Lessor.
- 15) **ASSIGNMENT AND SUBLETTING:** Lessee shall not assign or sublet this lease to any person or entity other than the Los Angeles Conservation Corps, without Lessor's written consent.

Any request by Lessee to assign this lease shall be subject to the following:

- An assignment will only be allowed to a person or entity of equal or greater financial responsibility than Lessee.
- The proposed use must be the same or similar to that employed by Lessee.
- A written application from the proposed assignee is required. Lessee will pay all charges incurred for verifying information in the application process.
- Lessor has the right to raise the rent to current market value upon Lessee's exercise of a right to assign.
- Assignment does not relieve the Lessee of any duties or obligations under the lease.
- Any assignment is not deemed a consent to any subsequent assignment.

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- 16) **ALTERATIONS:** Lessee shall not make or suffer any alteration to be made in or on the property for any purpose not related to the creation or maintenance of a community garden without Lessor's written consent.
- 17) **VACATING THE PROPERTY:** At the expiration of the term, or any sooner termination of this lease, Lessee shall quit and surrender possession of the property and its appurtenances to Lessor in as good order and condition as the property was delivered to the Lessee, reasonable wear and tear and damage by the elements excepted.
- 18) **HOLD OVER:** Should Lessee hold over after the expiration of the term of this lease with Lessor's consent, express or implied, the tenancy shall be deemed to be a tenancy only from month to month, subject otherwise to all the terms and conditions of this lease so far as applicable.
- 19) **FIRE INSURANCE:** Lessor will not keep the property insured against fire or any other insurable risk, and Lessee will make no claim of any nature against Lessor by reason of any damage to Lessee's property in the event it is damaged or destroyed by fire or by any other cause.
- 20) **PREVIOUS AGREEMENTS:** In the event there is any existing lease or rental agreement between Lessee and Lessor (or its predecessor in interest) covering the property, it is agreed and understood that this lease shall cancel and terminate said prior lease or rental agreement as of the effective date of this lease.
- 21) **RELOCATION PAYMENT:** Lessee acknowledges the following: Lessee commenced occupancy of the premises after Lessor acquired title to it, Lessor acquired the premises for a public project, Lessee may be required to vacate the premises to allow construction of the public project, and Lessee is not entitled to receive any payments under either the state or the federal Uniform Relocation Assistance Act. (Gov. Code, Section 7260, et seq.; 42 U.S.C., Section 4601, et seq.) Lessor shall not be obligated to provide replacement facilities nor to compensate Lessee for the closure of the garden, and the costs of reestablishment of a replacement garden.
- 22) **POSSESSORY INTEREST:** Lessee's interest is subject to a possessory interest tax (tax) that may be imposed by the City or County. However, Lessor is required to pay any such tax directly to the City or County on Lessee's behalf. The amount of rent charged Lessee reflects the cost of this added responsibility to Lessor.
- Tax bills inadvertently received by Lessee should be forwarded to Lessor for payment.
- 23) **INDEMNIFICATION:** Lessee shall indemnify, defend, and hold the Lessor, its officers, agents and employees harmless from and against any loss, cost, or expense, including, but not limited to, attorney fees and court costs, resulting from any claim by any third party arising out of or connected to the actions of Lessee, and/or regarding all acts and omissions, including but not limited, to the willful misconduct or negligence of Lessee.
- Further, it is the parties' intent that the indemnity provisions stated herein, do not apply as to the willful misconduct or active negligence of Lessor, its officers, agents or employees.
- 24) **LIABILITY AND PROPERTY DAMAGE INSURANCE:** Lessee is self-insured as authorized by Government code section 990.4 and will use its self insurance to handle any claim that may arise under indemnity agreement.
- 25) **NONDISCRIMINATION:** The Lessee, for himself, his heirs, personal representatives, successors in interest, and assigns as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that Lessee shall maintain and operate any facilities on the land or services offered thereon in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- That in the event of breach of any of the above nondiscrimination covenants, the State of California shall have the right to terminate the lease and to re-enter and repossess said land and the facilities thereon and hold the same as if said lease had never been made or issued.
- 26) **WAIVER:** If any part of this Lease is invalid by reason of law or governmental regulation, or if any provisions hereof are waived by Lessor, the remaining portions of this Lease shall remain in full force and effect. Lessor's receipt of rent with the knowledge of any breach of a provision of this Lease shall not constitute a waiver of such breach.
- 27) **ENCUMBRANCES:** Lessee shall not encumber the leased premises in any manner whatsoever.

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- 28) **ASSIGNMENT FOR BENEFIT OF CREDITORS, INSOLVENCY, OR BANKRUPTCY:** Appointment of a receiver to take possession of Lessee's assets, Lessee's general assignment for benefit of creditors, or Lessee's insolvency or taking or suffering action under the Bankruptcy Act is a breach of this lease and this lease shall terminate.
- 29) **POSTING OF PROPERTY:** Lessor or its agents shall at all times have right to go upon and inspect the leased property and to serve or to post thereon any notice required or permitted by law for protection of any right or interest of Lessor.
- 30) **HAZARDOUS MATERIALS:** Hazardous materials are those substances listed in California Code of Regulations, Title 22, Section 66261.126, Appendix X, or those which meet the toxicity, reactivity, corrosivity or flammability criteria of Article 11 of the above Code, as well as any other substance which poses a hazard to health or environment.

Except as to substances used in connection with gardening and otherwise permitted in this lease, Lessee shall not use, create, store or allow any such substances on the premises. Fuel stored in a motor vehicle for the exclusive use in such vehicle is excepted.

In no case shall Lessee cause or allow the deposit or disposal of any such substance on the leased property. However, household products necessary for routine cleaning and maintenance of the property may be kept on the leased premises in quantities reasonable for current needs.

Lessor, or its agents or contractors, shall at all times have the right to go upon and inspect the leased premises and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may include taking samples of substances and materials present for testing, and/or testing soils or underground tanks on the premises.

Breach of any of these covenants, terms and conditions shall give Lessor authority to immediately terminate this lease. It is the intent of the parties hereto that Lessee shall be responsible for and bear the entire cost of removal and disposal of hazardous materials or waste introduced to the premises during Lessee's period of use and possession as owner, operator or Lessee of the property. Lessee shall also be responsible for any cleanup and decontamination on or off the leased premises necessitated by such materials or waste.

Lessee shall further hold the State, and any officer or employee, harmless from all responsibility, liability and claim for damages resulting from the presence or use of hazardous materials on the premises during Lessee's period of use and possession.

- 31) **AMENDMENTS:** Anything herein contained to the contrary notwithstanding, this lease may be terminated, and the provisions of this lease may be, in writing, altered, changed, or amended by mutual consent of the parties hereto.
- 32) **HEADINGS:** The marginal or clause headings of this lease are not a part of this lease and shall have no effect upon the construction or interpretation of any part hereof.

NON CURABLE BREACH OF ANY OF THE ABOVE COVENANTS, TERMS, AND CONDITIONS SHALL GIVE EITHER PARTY AUTHORITY TO TERMINATE THIS LEASE ON 30 DAYS NOTICE.

LESSOR:
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

LESSEE:
CITY OF LOS ANGELES, a municipal corporation
acting by and through its Board of Recreation and Parks
Commissioners

APPROVED AND RECOMMENDED

By: [Signature] 1-5-09
DAVID HSU
Property Management

By: [Signature]

Date: 02-14-08

[Signature]
Secretary

Date: 12-4-08

APPROVED

By: [Signature] 1-5-09
LEONARDO MAJEO
Sr. Right of Way Agent

Approved as to form
ROCKARD J. DELGADILLO, City Attorney

By: [Signature]
KEVIN T. RYAN
Deputy City Attorney

Date: 4/29/08